MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, May 16, 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 May 16, 2017, at or after 7:00 PM located in the Council Chambers of the Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona. Members of the Town Council may attend either in person or by telephone or video conference call.

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.maranaaz.gov under Agendas and Minutes. 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 Proclaiming May 21 - 27, 2017 as National Public Works Week (Jocelyn C. Bronson)

P2 Proclaiming May 17, 2017 as Ride of Silence Day (Jocelyn C. Bronson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

CONSENT AGENDA

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

C1 Ordinance No. 2017.012: Relating to Development; approving the final plat of Gladden Farms Block 7 & 13 Lots 1 - 76, Block A & Common Areas "A-1" - "A-9", "B-1" - "B-4"; approving an exchange of the real property dedicated by the final plat in exchange for any right, title and interest the Town may have in the subdivision plat it replaces; and authorizing the Town Engineer to sign a quit claim deed to be recorded in the Pima County Recorder's Office immediately prior to the recording of the final plat (Steven Vasquez)

C2 Resolution No. 2017-040: Relating to Development; approving the final plat for Villagio Lot 1 Resubdivision – Lots 1 & 4, a resubdivision of Lot 1 of the Villagio Final Plat, generally located on the northwest corner of Tangerine Road and Thornydale Road. (Cynthia Ross)

C3 Resolution No. 2017-041: Relating to Parks and Recreation; approving and authorizing the Parks and Recreation Director to execute a Facility Usage Agreement between the Town of Marana and Leman Academy of Excellence, Inc. (Cynthia Nemeth-Briehn)

C4 Resolution No. 2017-042: Relating to the Police Department; approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and Pima County regarding the operation of emergency vehicle preemption (EVP) equipment at Pima County-maintained traffic signals (Jane Fairall)

C5 Resolution No. 2017-043: Relating to Development; accepting for maintenance certain public sewer improvements serving the Chevron Marana Fuel Station at the southeast corner of Sandario Road and Marana Road.

C6 Approval of April 25, 2017 Study Session Meeting Minutes (Jocelyn C. Bronson)

C7 Resolution No. 2017-044: Relating to Utilities; approving and authorizing the Mayor to sign Amendment No. 1 to the Agreement for Tucson Area Reliability (John Kmiec)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2017.013: Relating to Development; approving a rezoning of approximately 103.2 acres of land located at the west terminus of Pima Farms Road, west of the Scenic Drive alignment, from RR (Resort and Recreation) to F (Specific Plan) for the purpose of establishing the Lazy K Bar Ranch Specific Plan; approving a minor amendment to the General Plan; and approving and authorizing the Mayor to sign the Lazy K Bar Ranch Development Agreement (Brian D. Varney)

A2 Resolution No. 2017-045; Resolution of the Mayor and Common Council of the Town of Marana, Arizona, (1) providing for the sale and issuance of Town of Marana, Arizona Tangerine Farms Road Improvement District Improvement Refunding Bonds and an applicable payment amount of supplemental interest certificates with respect thereto; (2) prescribing certain terms and conditions of the bonds, the certificates and bonds to be refunded with the proceeds of the sale thereof including the delegation to the manager of the Town of Marana, Arizona, of the authority to designate the final principal and payment amounts, maturity and payment dates, interest rate and yield and other matters with respect to the bonds and the certificates; (3) making certain findings, certifications and covenants with respect to the bonds; (4) delegating to such manager the authority to accept a proposal for the placement of the bonds and the certificates, approving a placement agent agreement with respect to such proposal and authorizing the Mayor or Vice Mayor of the Town to execute and deliver such agreement; (5) ratifying all actions taken to further this resolution and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution and (6) declaring an emergency (Erik Montague)

A3 Resolution No. 2017-046: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 4 - Employment Benefits and Leaves, Chapter 5 - Work Rules and Employee Discipline, and Chapter 8 - Termination of Employment (Curry C. Hale & Libby Shelton)

A4 Resolution No. GFCFD 2017-01: [Marana Town Council acting as the Gladden Farms Community Facilities District Board of Directors]: A Resolution of the District Board of Gladden Farms Community Facilities District, a Community Facilities District of Arizona, approving a tentative budget for fiscal year 2017-2018 pursuant to ARS §48-716; setting a public hearing date on said tentative budget; filing statements and estimates of the operation and maintenance expenses of the district, the costs of capital improvements to be financed by the approved ad valorem tax levy, and the amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay general obligation bonds of the district, all of which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and

personal property in the district; providing for notice of filing the statements and estimates, and notice of a public hearing on the portions of the statements and estimates not relating to debt service on general obligation bonds; and providing that this resolution shall be effective after its passage and approval according to law (Erik Montague)

A5 Resolution No. GFCFD2 2017-01: [Marana Town Council acting as the Gladden Farms (Phase II) Community Facilities District Board of Directors]: A Resolution of the District Board of Gladden Farms (Phase II) Community Facilities District, a Community Facilities District of Arizona, approving a tentative budget for fiscal year 2017-2018 pursuant to ARS §48-716; setting a public hearing date on said tentative budget; filing statements and estimates of the operation and maintenance expenses of the district, the costs of capital improvements to be financed by the approved ad valorem tax levy, and the amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay general obligation bonds of the district, all of which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property in the district; providing for notice of filing the statements and estimates, and notice of a public hearing on the portions of the statements and estimates not relating to debt service on general obligation bonds; and providing that this resolution shall be effective after its passage and approval according to law (Erik Montague)

A6 Resolution No. SSCFD 2017-01: [Marana Town Council acting as the Saguaro Springs Community Facilities District Board of Directors]: A Resolution of the District Board of Saguaro Springs Community Facilities District, a Community Facilities District of Arizona, approving a tentative budget for fiscal year 2017-2018 pursuant to ARS §48-716; setting a public hearing date on said tentative budget; filing statements and estimates of the operation and maintenance expenses of the district, the costs of capital improvements to be financed by the approved ad valorem tax levy, and the amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay general obligation bonds of the district, all of which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property in the district; providing for notice of filing the statements and estimates, and notice of a public hearing on the portions of the statements and estimates not relating to debt service on general obligation bonds; and providing that this resolution shall be effective after its passage and approval according to law (Erik Montague)

A7 Resolution No. VFCFD 2017-01: [Marana Town Council acting as the Vanderbilt Farms Community Facilities District Board of Directors]: A Resolution of the District Board of Vanderbilt Farms Community Facilities District, a Community Facilities District of Arizona, approving a tentative budget for fiscal year 2017-2018 pursuant to A.R.S. §48-716; setting a public hearing date on said tentative budget; filing statements and estimates of the operation and maintenance expenses of the district, the costs of capital improvements to be financed by the approved ad valorem tax levy, and the

amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay general obligation bonds of the district, all of which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property in the district; providing for notice of filing the statements and estimates, and notice of a public hearing on the portions of the statements and estimates not relating to debt service on general obligation bonds; and providing that this resolution shall be effective after its passage and approval according to law (Erik Montague)

A8 PUBLIC HEARING: Resolution No. 2017-047: Relating to Budget; adopting the fiscal year 2017-2018 tentative budget (Erik Montague)

ITEMS FOR DISCUSSION/POSSIBLE ACTION

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

EXECUTIVE SESSIONS

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

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

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: 05/16/2017

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: May 16, 2017

Subject: Proclaiming May 21 - 27, 2017 as National Public Works Week (Jocelyn C. Bronson)

Attachments

Public Works Week 2017

MARANA AZ
ESTABLISHED 1977

PROCLAMATION
Public Works Week 2017

WHEREAS public works services provided in our community are an integral part of the lives of our citizens and enhance the daily quality of their lives; and

WHEREAS state and local governments are responsible for, and must design, build, operate and maintain the transportation, water supply, public buildings and other structures and facilities essential to serving our citizens; and

WHEREAS the support of understanding and informed citizens is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways and public buildings; and

WHEREAS the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by people's attitudes and understanding of the importance of the work they perform.

NOW THEREFORE, the Mayor and Council of the Town of Marana do recognize and celebrate the contributions of the Marana Public Works team and proclaim

May 21-27, 2017 National Public Works Week

and call upon all citizens and civic organizations to acquaint themselves with the issues involved in supporting public works and to recognize the contributions that public works professionals make to provide the infrastructure required to sustain the comfort, health and well-being of our community.

Dated this 16th day of May, 2017.

Ed Honea

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson

Jocelyn C. Bronson, Town Clerk



Council-Regular Meeting **P2**

Meeting Date: 05/16/2017

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: May 16, 2017

Subject: Proclaiming May 17, 2017 as Ride of Silence Day (Jocelyn C. Bronson)

Attachments

Ride of Silence 2017

MARANA AZ
ESTABLISHED 1977

PROCLAMATION

Ride of Silence 2017

WHEREAS the Ride of Silence organization was founded in 2003 to honor cyclists who have been injured or killed while cycling on public roadways as well as to raise awareness that cyclists have a legal right to share the road with motorists and to ask that we all share the road with respect for the law and for each other; and

WHEREAS the Ride of Silence is an annual international bicycling event that will begin this year in North America on May 17, 2017 at 6:00 p.m. and roll across the globe; and

WHEREAS a local Ride of Silence event has been organized by the Greater Arizona Bicycle Association (GABA) and is supported by the Tucson-Pima County Bicycle Advisory Committee of which the Town of Marana is a member; and

WHEREAS it is appropriate to recognize the Ride of Silence organization and bring attention to the 2017 scheduled event in the City of Tucson.

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

Ride of Silence Day
May 17, 2017

and support this day by recognizing and honoring those cyclists who have been injured or killed on public streets. Further, the Council encourages the citizens of Marana to educate themselves regarding the laws and rules pertaining to the operation of bicycles and motor vehicles.

Dated this 16th day of May, 2017.

Ed Honea

Ed Honea, Mayor

ATTEST:

Jocelyn C. Bronson

Jocelyn C. Bronson, Town Clerk

MARANA AZ
ESTABLISHED 1977

Council-Regular Meeting **C1**

Meeting Date: 05/16/2017

To: Mayor and Council

From: Steven Vasquez, Senior Planner

Date: May 16, 2017

Strategic Plan Focus Area:
Not Applicable

Subject: Ordinance No. 2017.012: Relating to Development; approving the final plat of Gladden Farms Block 7 & 13 Lots 1 - 76, Block A & Common Areas "A-1" - "A-9", "B-1" - "B-4"; approving an exchange of the real property dedicated by the final plat in exchange for any right, title and interest the Town may have in the subdivision plat it replaces; and authorizing the Town Engineer to sign a quit claim deed to be recorded in the Pima County Recorder's Office immediately prior to the recording of the final plat (Steven Vasquez)

Discussion:

Request
Crown West Land Group requests approval of an amended final plat for a 76-lot single family detached home subdivision on approximately 28.3 acres within the first phase of Gladden Farms.

Location
The subdivision is located in Blocks 7 and 13 of the Gladden Farms block plat, on the west side of Tangerine Farms Road between Moore Road and Gladden Farms Drive/Heritage Park Drive.

Zoning
The zoning for Blocks 7 and 13 is R-8 (Single Family Residential with a minimum lot size of 8,000 square feet). The minimum lot size within this project is 8,001 square feet with an average lot size of 8,608 square feet.

History
On December 4, 2001, the Town Council approved the final block plat for Gladden Farms by Resolution No. 2001-155. On November 6, 2007, the Town Council approved the final plat for Blocks 7 and 13 with 75 lots by Resolution No. 2007-189. On February 21, 2017, Town Council

approved an amendment to Title 5 of the Land Development Code which reduced the minimum lot width for the R-16, R-12, R-10, R-8 and R-7 zones by five feet by Ordinance No. 2017.005. In order to make the subdivision more marketable for current market conditions, Crown West Land Group has submitted an amended final plat adjusting the lot configuration to the new minimum lot width for R-8 zoning. This has created one additional lot for a total of 76 lots.

Transportation

The subdivision will have two entries off of Tangerine Farms Road along the eastern boundary which is the same as shown on the final plat approved in 2007.

Park Requirements and Trail Connectivity

Blocks 7 and 13 require a minimum of 14,060 square feet of improved recreation area. The active recreation area is still planned for a portion of Block A, approximately 18,444 square feet, which is located along the southwestern portion of the subdivision. A trail will be provided at the southeast corner of the subdivision to connect it to the adjacent Heritage Park.

Exchange of Real Property

Because a block plat and final plat have already been approved by Town Council, land and interests in real estate consisting of public rights-of-way, public easements, and Block A, as shown on the 2007 final plat of Gladden Farms Blocks 7 & 13 recorded in the Pima County Recorder's Office at Book 63 of Maps and Plats Page 24, have been granted or dedicated to the Town. With the submittal of the replat, those public rights-of-way, public easements, and Block A are a slightly different size than on the original plat; however, are of substantially equal value. Therefore, to replace the original dedications with the replat's dedication, a real estate exchange will be done pursuant to A.R.S. § 9-407. The statute requires the real estate exchange to be performed pursuant to an ordinance and after published notice. Notice of the real estate exchange was published for four consecutive days in The Daily Territorial prior to the date of this meeting.

Staff Recommendation:

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

Suggested Motion:

I move to adopt Ordinance No. 2017.012, approving the final plat for Gladden Farms Blocks 7 & 13 Lots 1-76, Block A and Common Areas "A-1" - "A-9", "B-1" - "B-4"; approving an exchange of the real property dedicated by the final plat in exchange for any right, title and interest the Town may have in the subdivision plat it replaces; and authorizing the Town Engineer to sign a quit claim deed to be recorded in the Pima County Recorder's Office immediately prior to the recording of the final plat.

Attachments

Ordinance No. 2017.012

PRV1702-002 GF 7 & 13 Quit Claim Deed of Abandonment

PRV1702-002 GF 7 & 13 Revised FP
PRV1702-002 GF 7 & 13 Revised FP App
PRV1702-002 GF 7 & 13 Revised FP Map

ORDINANCE NO. 2017.012

RELATING TO DEVELOPMENT; APPROVING THE FINAL PLAT OF GLADDEN FARMS BLOCKS 7 & 13 LOTS 1 – 76, BLOCK A & COMMON AREAS "A-1"—"A-9", "B-1"—"B-4"; APPROVING AN EXCHANGE OF THE REAL PROPERTY DEDICATED BY THE FINAL PLAT IN EXCHANGE FOR ANY RIGHT, TITLE AND INTEREST THE TOWN MAY HAVE IN THE SUBDIVISION PLAT IT REPLACES; AND AUTHORIZING THE TOWN ENGINEER TO SIGN A QUIT CLAIM DEED TO BE RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE IMMEDIATELY PRIOR TO THE RECORDING OF THE FINAL PLAT

WHEREAS the Town approved the original final plat of Gladden Farms Blocks 7 & 13 (the "Original Gladden 7/13 Plat") on November 6, 2007, by the adoption of Resolution No. 2007-189; and

WHEREAS the Original Gladden 7/13 Plat was recorded in the Pima County Recorder's office at Book 63 of Maps and Plats, Page 24 (Sequence 20072170311); whereupon all public rights-of-way, public easements, and Block A as shown on the Original Gladden 7/13 Plat were granted or dedicated to the public; and

WHEREAS public sewer easements granted to Pima County by the Original Gladden 7/13 Plat are now owned by the Town as the current operator of the sewer utility and successor in interest to Pima County in the area that includes Gladden Farms Blocks 7 & 13; and

WHEREAS the owner of Gladden Farms Blocks 7 & 13 has now filed an application to resubdivide Gladden Farms Blocks 7 & 13 into a new subdivision titled 'Final Plat of Gladden Farms Blocks 7 & 13 Lots 1 – 76, Block A & Common Areas "A-1"—"A-9", "B-1"—"B-4"" (the "Gladden 7/13 Replat"); and

WHEREAS the public rights-of-way, public easements, and Block A as shown on the Gladden 7/13 Replat are slightly different than those shown on the Original Gladden 7/13 Plat, but are of substantially equal value; and

WHEREAS Town staff has determined that the clearest way to replace the Original Gladden 7/13 Plat's dedications with the Gladden 7/13 Replat's dedications is to perform a real estate exchange pursuant to A.R.S. § 9-407; and

WHEREAS A.R.S. § 9-407 requires real estate exchanges to be performed pursuant to ordinance and after published notice; and

WHEREAS notice of the consideration of this ordinance has been published as required by law; and

WHEREAS the Town Council finds that the exchange of real property rights described above is in the best interests of the Town of Marana and that the Gladden 7/13 Replat complies with all Town ordinances and regulations and should be approved.

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

Section 1. The final plat of Gladden Farms Blocks 7 & 13 Lots 1 – 76, Block A & Common Areas "A-1"—"A-9", "B-1"—"B-4" (the Gladden 7/13 Replat) is hereby approved.

Section 2. The exchange of all public rights-of-way, public easements, and Block A as shown on the Original Gladden 7/13 Plat for all public rights-of-way, public easements, and Block A as shown on the Gladden 7/13 Plat is hereby approved.

Section 3. The Town Engineer is hereby authorized to sign a quit claim deed in substantially the form set forth in the agenda materials accompanying this ordinance, quit-claiming to the owner of Gladden Farms Blocks 7 & 13 all public rights-of-way, public easements, and Block A as shown on the Original Gladden 7/13 Plat.

Section 4. The quit claim deed shall be recorded in the Pima County Recorder's office immediately prior to the recording of the Gladden 7/13 Replat.

Section 5. 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 ordinance.

Section 6. This ordinance is administrative and shall be effective upon its passage and adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 16th day of May, 2017.

_____
Mayor Ed Honea

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

QUIT CLAIM DEED OF ABANDONMENT

Exempt: A.R.S. § 11-1134 (A) (3)

The TOWN OF MARANA, an Arizona municipal corporation, hereby abandons in favor of FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 60,421, as Trustee only and not in its corporate capacity, any right, title and interest it may have in all right-of-way, public easements, and Block A as granted and/or dedicated to the TOWN OF MARANA or to the public by the final plat of Gladden Farms Blocks 7 & 13, recorded in the Office of the Pima County Recorder at Book 63 of Maps and Plats, Page 24 (Sequence 20072170311).

THIS QUIT CLAIM DEED IS EXECUTED PURSUANT TO Arizona Revised Statutes section (A.R.S. §) 9-402(E), A.R.S. § 9-407, A.R.S. § 28-7203, A.R.S. § 28-7205, and Town of Marana Ordinance No. 2017.___; and is SUBJECT TO A.R.S. § 28-7210.

DATED _____, 2017.

TOWN OF MARANA, ARIZONA

The undersigned hereby accepts the property rights abandoned by this instrument:

_____
Keith Brann, P.E. CFM, Town Engineer

FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 60,421, as Trustee only and not in its corporate capacity

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

By:_____
Martha L. Hill, Trust Officer

STATE OF ARIZONA)
) ss.
County of Pima)

This instrument was acknowledged before me on _____, 2017, by Keith Brann, P.E., CFM, Town Engineer, on behalf of the Town of Marana.

(Seal)

_____
Notary Public

GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 28.3 ACRES (1,233,158 SF).
   RESIDENTIAL DEVELOPMENT IS 872,763 SF, 20.04 AC.
   COMMON AREA "A" (LANDSCAPE) IS 10,074 SF, 0.23 AC.
   COMMON AREA "B" (LANDSCAPE/DRAINAGE) IS 54,612 SF, 1.25 AC.
   BLOCK A (LANDSCAPE/DRAINAGE/UTILITY/RECREATION) IS 295,709 SF, 6.78 AC.

2. THE TOTAL NUMBER OF RESIDENTIAL LOTS IS 76: DENSITY IS 2.69 RAC.

3. TOTAL MILES OF NEW PUBLIC STREETS IS 0.83 MILES. ALL STREETS ARE PUBLIC AND DEDICATED BY THIS PLAT.

4. THE EXISTING ZONING IS R-8 (SINGLE-FAMILY 8,000 SF MINIMUM LOT SIZE) PER ORDINANCE 2005.26.

5. MINIMUM ALLOWABLE LOT SIZE: 8,000 SF PER THE ZONING CODE.
   TYPICAL LOT DIMENSIONS ARE 65' X 123'. MINIMUM LOT SIZE 8,001 SF
   MAXIMUM LOT SIZE IS 12,629 SF, AVERAGE LOT SIZE: 8,608 SF.

6. DEVELOPMENT STANDARDS:
   MAXIMUM BUILDING HEIGHT = 25' OR 2 STORIES
   SETBACKS:
   FRONT = 16'
   20' (WHERE GARAGES OPEN OR FACE DIRECTLY ONTO ABUTTING STREET)
   * A MAX OF 35% OF THE LOTS MAY HAVE REDUCED SETBACK TO 16', WITH THE BALANCE OF THE SETBACKS BEING 20' OR GREATER.
   SIDE = 5' (10' SIDEYARD/STREET SETBACK FOR CORNER LOTS)
   REAR = 20' (WHERE FRONT YARD SETBACK IS INCREASED ABOVE 20', REAR YARD SETBACK MAY BE REDUCED 1' FOR EACH FOOT OF INCREASE, BUT SHALL NOT BE REQUIRED TO BE OVER 25')

7. PARKING SPACES: 2 PER LOT IN GARAGE: 2 PER LOT IN DRIVEWAY = 304 SPACES.

8. NO FURTHER SUBDIVISION OF ANY LOT OR PARCEL SHOWN WILL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.

9. 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" AND 72" ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO SECTION 4.8 OF THE TOWN OF MARANA SUBDIVISION STANARDS.

10. A PROFESSIONAL ENGINEER SHALL CERTIFY AS TO FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.

11. THIS SUBDIVISION IS SUBJECT TO TOWN OF MARANA REZONING CONDITIONS AS FOUND IN CASE NUMBER PCZ 99103 AS APPROVED ON NOVEMBER 7, 2000. THE CONDITIONS PER MARANA ORDINANCE NO. 2000.09 AFFECT THE ISSUANCE OF BUILDING PERMITS. THIS SUBDIVISION IS SUBJECT TO A DEVELOPMENT AGREEMENT AND THE FIVE AMENDMENTS TO THE DEVELOPMENT AGREEMENT AS RECORDED IN DOCKET 11738, PAGE 1900, DOCKET 12242, PAGE 1055, DOCKET 12350, PAGE 5025, DOCKET 12455, PAGE 1506, DOCKET 12537, PAGE 3948; AND DOCKET 12841, PAGE 3659 OF THE PIMA COUNTY RECORDER'S OFFICE.

12. THIS PLAT FALLS UNDER THE REQUIREMENTS AND GUIDELINES OF THE GLADDEN FARMS DESIGN STANDARDS AS WELL AS THE TOWN OF MARANA LAND DEVELOPMENT CODE.

13. THIS PROJECT IS SUBJECT TO ALL APPLICABLE TRANSPORTATION AND PARK IMPACT FEES, DUE UPON BUILDING PERMIT ISSUANCE FOR EACH LOT.

14. THE RELOCATION OF ANY UTILITIES SHALL BE AT NO EXPENSE TO THE PUBLIC, THE TOWN OF MARANA OR THE CORTARO MARANA IRRIGATION DISTRICT.

15. AN AVIGATION EASEMENT HAS BEEN RECORDED ON THIS PROPERTY. THIS PROPERTY IS IN THE AIRPORT INFLUENCE AREA FOR THE MARANA REGIONAL AIRPORT AND IS SUBJECT TO AIRCRAFT NOISE AND AIRCRAFT OVER FLIGHT. AVIGATION EASEMENT RECORDED AT DOCKET 13178, PAGE 829.

16. PER THE DEVELOPMENT AGREEMENT 2.6 BANK PROTECTION, IN COMPLIANCE WITH CONDITION 16 OF THE ORDINANCE AND TOWN ORDINANCE No. 99.02, DEVELOPER SHALL PAY $500 PER ACRE OF AFFECTED PROPERTY FOR BANK PROTECTION AS SET FORTH HEREINAFTER. THEREFORE, THE TOTAL OBLIGATION OF DEVELOPER FOR THE PROJECT IS $273,500 ($500 x 547 AFFECTED ACRES). DEVELOPER SHALL PAY THIS OBLIGATION AT THE RATE OF $11,892 PER BLOCK. FOR EACH OF THE 23 RESIDENTIAL BLOCKS ACCORDING TO THE APPROVED PRELIMINARY BLOCK PLAT. THIS PAYMENT SHALL BE PAYABLE UPON THE RELEASE OF ASSURANCES OR ISSUANCE OF SUBSTITUTE ASSURANCES POSTED TO ASSURE THE COMPLETION OF IMPROVEMENTS SET FORTH ON THE FINAL PLAT, FOR EACH BLOCK OF DEVELOPMENT DELINEATED ON THE APPROVED PRELIMINARY BLOCK PLAT.

17. SOME OR ALL OF THE LANDS WITHIN THIS PROJECT WILL CONTINUE TO BE SUBJECT TO TAX AND/OR ASSESSMENTS BY THE CORTARO-MARANA IRRIGATION DISTRICT AND CORTARO WATER USERS' ASSOCIATION.

18. ANY BUILDING OVER 3,600 SQUARE FEET UNDER ROOF MUST BE EVALUATED BY THE NORTHWEST FIRE DISTRICT FOR ADDITIONAL FIRE PROTECTION MEASURES. ANY DWELLING HAVING LIMITED ACCESS IN EXCESS OF 150-FEET, OR 12% ACCESS GRADE, OR LOW CLEARANCE MUST BE EVALUATED BY THE NORTHWEST FIRE DISTRICT FOR ADDITIONAL FIRE PROTECTION MEASURES.

19. PER SECTION 1.2 OF THE SECOND AMENDMENT TO THE GLADDEN FARMS DEVELOPMENT AGREEMENT, A VOLUNTARY SCHOOL IMPROVEMENT IN-LIEU FEE OF $900 PER LOT SHALL BE PAID TO THE MARANA UNIFIED SCHOOL DISTRICT UPON THE ISSUANCE OF BUILDING PERMITS FOR EACH INDIVIDUAL RESIDENTIAL UNIT WITHIN THIS BLOCK.

20. THIS PROPERTY LIES WITHIN THE GLADDEN FARMS COMMUNITY FACILITIES DISTRICT.

21. POTABLE WATER FOR THIS SUBDIVISION SHALL BE PROVIDED BY THE TOWN OF MARANA WATER DEPARTMENT AND NON-POTABLE WATER SHALL BE PROVIDED BY THE CORTARO-MARANA IRRIGATION DISTRICT.

22. 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 ANY COMPLIANCE WITH THE DEED RESTRICTIONS OR EASEMENTS.

GENERAL NOTES CONTINUED

23. PER THE TOWN OF MARANA LAND DEVELOPMENT CODE, SECTION 06.03.02.I.2, THE MINIMUM AREA (IN SQUARE FEET) FOR PRIVATE, COMMON ON-SITE RECREATION AREAS SHALL BE, FOR SINGLE FAMILY RESIDENTIAL, 185 SQUARE FEET PER UNIT. THIS PROJECT SHALL REQUIRE 14,060 SQUARE FEET OF DEVELOPED RECREATIONAL AREA.

24. THIS PROPOSED SUBDIVISION IS LOCATED IN THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) 500-YEAR FLOODPLAIN, WHICH DOES NOT REGULATE THE DEVELOPMENT OF THIS PROJECT. THE SANTA CRUZ RIVER LEVEE IS PROVIDING FLOOD PROTECTION FOR THIS SUBDIVISION, PER LETTER OF MAP REVISION (LOMR) CASE NUMBER 02-09-1039P, THIS SUBDIVISION WAS REMOVED FROM THE FLOODPLAIN EFFECTIVE SEPTEMBER 16, 2004.

25. ALL HYDRANTS SHALL BE IN PLACE, TESTED, AND SERVICEABLE VIA AN ALL WEATHER ACCESS ROAD PRIOR TO ANY COMBUSTIBLE CONSTRUCTION.

26. 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.

27. 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.

28. INTERIOR PROPERTY CORNERS SHALL BE MONUMENTED AS SOON AS COMPLETION OF THE INFRASTRUCTURE AND IMPROVEMENTS MAKE IT PRACTICAL TO DO SO. IF SUCH MONUMENTS SHOULD DIFFER FROM THE TYPE DESCRIBED ON THE FINAL PLAT, A RECORD OF SURVEY SHALL BE FILED SHOWING THOSE DIFFERENCES. ALL MONUMENTS SET SHALL BE UNDER THE DIRECT SUPERVISION OF THE SURVERYOR OF RECORD. IF FOR ANY REASON THE SURVEYOR OF RECORD IS NOT AVAILABLE TO SUPERVISE THE SETTING OF THE INTERIOR CORNER MONUMENTS, SUBSEQUENT TO THE RECORDING OF THE FINAL PLAT, THE REPLACEMENT SURVEYOR SHALL SET MONUMENTS WITH HIS/HER IDENTIFYING NUMBER AND A RECORD OF SURVEY SHALL BE RECORDED IN ACCORDANCE WITH AZ STATE STATUTES.

DEDICATION

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

I, THE UNDERSIGNED, HEREBY DEDICATE FEE TITLE OF BLOCK A TO THE TOWN OF MARANA FOR LANDSCAPE, DRAINAGE, PUBLIC UTILITIES, WALLS AND MONUMENTS, AND RECREATION USES.

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

PRIVATE DRAINGEWAYS AND COMMON AREAS 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 AREAS, BUT NOT PRIVATE DRAINAGEWAYS, ARE GRANTED AS PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF UNDERGROUND UTILITIES. PRIVATE DRAINAGEWAYS ARE ALSO RESERVED FOR THE FLOW OF WATER , WHETHER SURFACE, FLOOD, OR RAINFALL FROM THIS SUBDIVISION AND OTHER LANDS AS APPROVED BY THE TOWN ENGINEER. TITLE TO ALL PRIVATE DRAINAGEWAYS AND COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED IN DOCKET 12103 AT PAGE 11266 IN THE OFFICE OF THE PIMA COUNTY RECORDER. 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 AREAS WITHIN THIS SUBDIVISION.

FIDELITY NATIONAL TITLE AGENCY, INC, AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 60,421, AS TRUSTEE ONLY AND NOT IN ITS CORPORATE CAPACITY.

BY: Martha L. Hill 4.26.17
MARTHA L. HILL, TRUST OFFICER DATE

* PURSUANT TO A.R.S. SECTION 33-404(B), THE NAME AND ADDRESS OF THE SOLE BENEFICIARY OF TRUST NO. 60,421, DESCRIBED ABOVE AS DISCLOSED BY THE RECORDS OF SAID TRUST IS:

GLADDEN PHASE I, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY
1350 AVENUE OF THE AMERICAS, SUITE 3000
NEW YORK, NY 10019

STATE OF ARIZONA } SS.
COUNTY OF PIMA }

OFFICIAL SEAL
RITA L. KIPPES
NOTARY PUBLIC-ARIZONA
PIMA COUNTY
My Comm. Exp. May 9, 2019

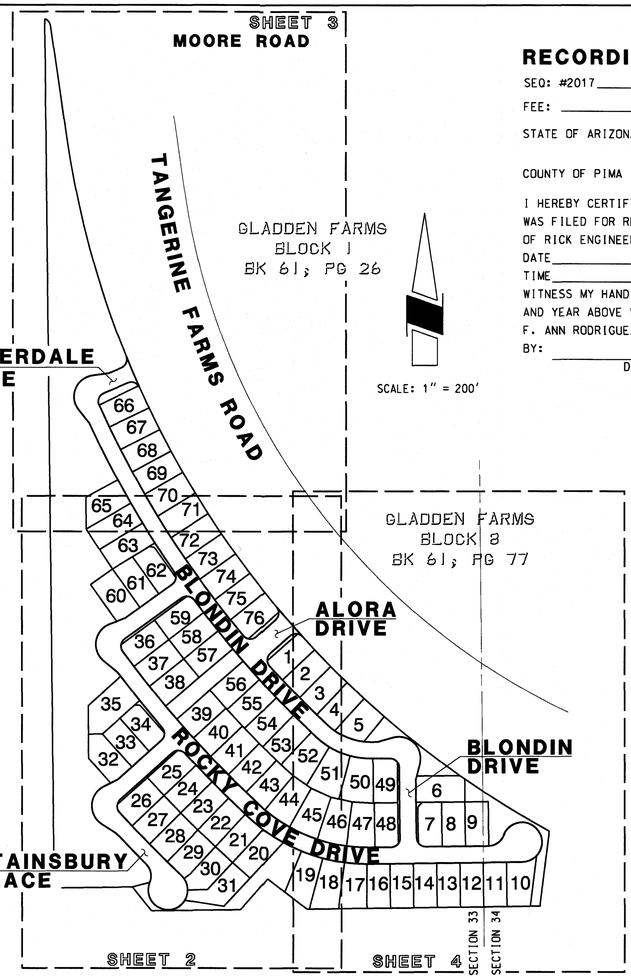
ON THIS 26th DAY OF APRIL, 2017, BEFORE ME PERSONALLY APPEARED MARTHA L. HILL WHO ACKNOWLEDGED TO BE THE TRUST OFFICIAL OF FIDELITY NATIONAL TITLE AGENCY, INC. TRUST NUMBER 60,421, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

Rita L. Kippes
MY COMMISSION EXPIRES NOTARY PUBLIC

ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST NO. 60,421, FROM FIDELITY NATIONAL TITLE AGENCY, INC. AS RECORDED IN SEQ #2017_____ 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.

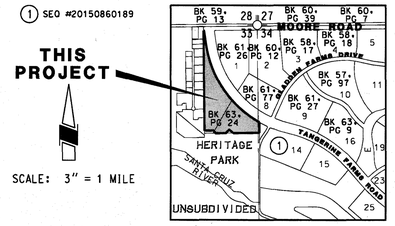
BY: _____
TOWN OF MARANA DATE



SCALE: 1" = 200'

RECORDING

SEQ: #2017_____
FEE: _____
STATE OF ARIZONA } SS.
COUNTY OF PIMA }
I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF RICK ENGINEERING COMPANY, INC.
DATE_____
TIME_____
WITNESS MY HAND AND OFFICIAL SEAL DAY AND YEAR ABOVE WRITTEN
F. ANN RODRIGUEZ, COUNTY RECORDER
BY: _____
DEPUTY



LOCATION MAP

PORTIONS OF SECTIONS 33 AND 34,
T 11 S, R 11 E G&SRM, TOWN OF MARANA
PIMA COUNTY, ARIZONA

LEGEND

- 2" BRASS CAP SURVEY MONUMENT TO E SET BY RLS
- ½" REBAR TAGGED RLS 17479
- FOUND MONUMENT AS NOTED
- LOT CORNER TO BE SET BY RLS FOLLOWING COMPLETION OF CONSTRUCTION (SEE GENERAL NOTE #28)
- SUBDIVISION BOUNDARY
- PROPERTY LINE
- EASEMENT BOUNDARY
- SECTION CORNER OR QUARTER SECTION CORNER
- DRIVEWAY ORIENTATION ON LOT
- SIGHT VISIBILITY TRIANGLE EASEMENT

(RAD) INDICATES BEARING IS RADIAL TO INTERSECTING ARC (OR ARCS)
(FND) INDICATES FOUND
(DKT) INDICATES DOCKET
(PG) INDICATES PAGE
(BK) INDICATES BOOK
(SVT) INDICATES SIGHT VISIBILITY TRIANGLE
(R) INDICATES RECORD VALUE
(C) INDICATES CALCULATED VALUE
(M) INDICATES MEASURED VALUE

CERTIFICATION OF SURVEY

I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A 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.

REGISTERED LAND SURVEYOR
17479
DOUGLAS E. SCHNEIDER
4/25/17
ARIZONA U.S.A.
Expires 6/30/19

BASIS OF BEARING

THE NORTH LINE OF THE NORTHWEST ¼ OF SECTION 34, T 11 S, R 11 E, FROM THE P.C.D.O.T. AND FLOOD CONTROL DISTRICT, SANTA CRUZ RIVER LOWER BANK PROTECTION PLANS W.O. NUMBER 4F918A, SAID BEARING BEING N89°25'06"E.

RELEASE OF PRIOR DEDICATIONS

IN ANTICIPATION OF AND IN EXCHANGE FOR THE DEDICATIONS SET FORTH ON THIS PLAT, THE TOWN OF MARANA HAS, BY SEPARATE INSTRUMENT RECORDED IN THE OFFICE OF THE PIMA COUNTY RECORDER AT SEQ #2017_____, QUIT-CLAIMED IN FAVOR OF THE SUBDIVIDER ALL PUBLIC RIGHT OF WAY, PUBLIC EASEMENTS, AND BLOCK A AS GRANTED AND/OR DEDICATED BY THE FINAL PLAT OF GLADDEN FARMS BLOCKS 7 & 13, RECORDED IN THE OFFICE OF THE PIMA COUNTY RECORDER AT BOOK 63 OF MAPS AND PLATS, PAGE 24 (SEQ #20072170311).

ASSURED WATER SUPPLY

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

BY: _____
MARANA WATER DIRECTOR DATE

TOWN OF MARANA APPROVALS

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

BY _____
MARANA PLANNING DIRECTOR DATE

BY _____
MARANA WATER DIRECTOR DATE

I, _____, CLERK OF THE TOWN OF MARANA HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA, ON THE _____ DAY OF _____, 2017.

_____
CLERK OF THE TOWN OF MARANA DATE

RELATED CASES:
PRV-05117F PRV-04047
PRV-0109 PCZ-04078
PCZ-99103

FINAL PLAT

GLADDEN FARMS BLOCKS 7 & 13

LOTS 1 - 76, BLOCK A &
COMMON AREAS: "A-1"-"A-9", "B-1"-"B-4"

RESUBDIVISION OF BLOCKS 7 AND 13 OF GLADDEN FARMS
BOOK 63, PAGE 24 BEING A PORTION OF SECTIONS 33 AND 34,
TOWNSHIP 11 SOUTH, RANGE 11 EAST GILA & SALT RIVER MERIDIAN,
TOWN OF MARANA, PIMA COUNTY, ARIZONA.

PRV1702-002
SHEET 1 OF 5

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rickengineering.com
San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver
J-3466-C

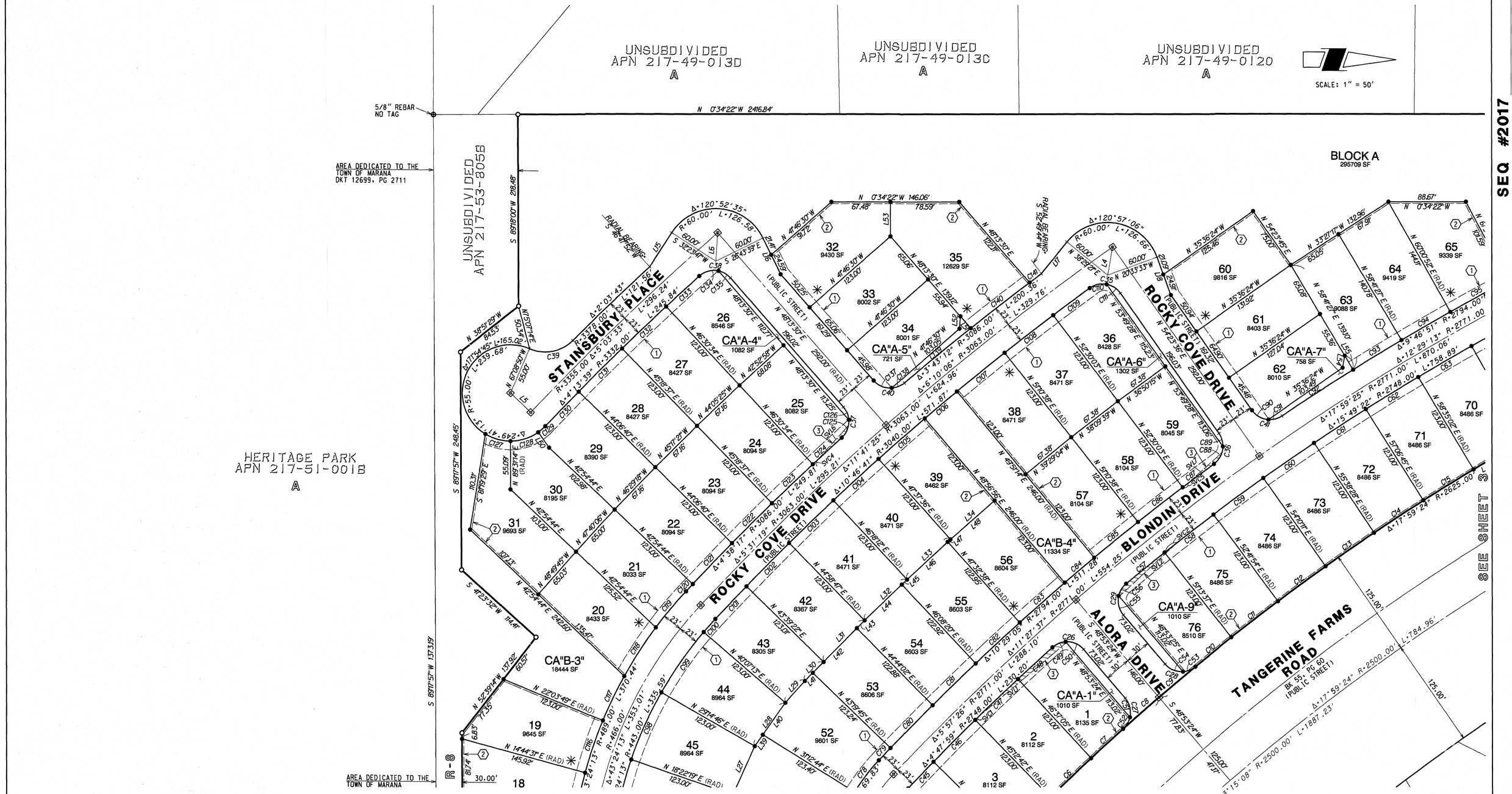
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SEQ #2017

SEQ #2017



KEYNOTES

(1) 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE, AND HOMEOWNER'S ASSOCIATION STREET TREE LANDSCAPE EASEMENT GRANTED BY THIS PLAT SEE DETAIL A/5

(2) PUBLIC 1' NO ACCESS EASEMENT GRANTED BY THIS PLAT

(3) PUBLIC SIGHT VISIBILITY TRIANGLE EASEMENT GRANTED BY THIS PLAT, SEE GENERAL NOTE 9

SEE SHEET 5 FOR ALL DATA AND CURVE TABLES

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
17479
DOUGLAS E. SCHNEIDER
Signed
ARIZONA U.S.A.
Expires 6/30/19

FINAL PLAT

GLADDEN FARMS
BLOCKS 7 & 13

LOTS 1 - 76, BLOCK A &
COMMON AREAS: "A-1"-"A-9", "B-1"-"B-4"

RESUBDIVISION OF BLOCKS 7 AND 13 OF GLADDEN FARMS
BOOK 63, PAGE 24 BEING A PORTION OF SECTIONS 33 AND 34,
TOWNSHIP 11 SOUTH, RANGE 11 EAST GILA & SALT RIVER MERIDIAN,
TOWN OF MARANA, PIMA COUNTY, ARIZONA.

RELATED CASES:
PRV-05117F PRV-04047
PRV-0109 PCZ-04078
PCZ-99103

PRV1702-002
SHEET 2 OF 5

RICK ENGINEERING COMPANY
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SEQ #2017

SYDNEY PLACE
BK 64; PG 99
A

UNSUBDIVIDED
APN 217-49-0100
A

UNSUBDIVIDED
APN 217-49-0090
A

UNSUBDIVIDED
APN 217-49-0080
A

UNSUBDIVIDED
APN 217-49-0070
A

UNSUBDIVIDED
APN 217-49-0060
A

UNSUBDIVIDED
APN 217-49-0050
A

UNSUBDIVIDED
APN 217-49-0020
A

SCALE: 1" = 50'

N 0°34'22"W 2416.84'

WEST LINE OF EAST 1/2 OF NE 1/4 SECTION 33

FROM BEARING N 20°48'48" E

33.28

1/4 SECTION CORNER FOUND BRASS DISC IN STREET WELL STAMPED "RLS 1034"

1320.76'

N0°34'22"W 126.66'

BLOCK A
295709 SF

N 8°18'57" W 315.22'

122.04'

S8°19'29"E 447.68'(C)
N8°18'50"W 447.89'(R)

3" BRASS DISC

N 8°18'57" W
446.41'

Δ=13°45'57" R=2625.00' L=630.69'
Δ=14°48'15" R=2625.00' L=678.25'

BK 55, PG 60
(PUBLIC STREET)

TANGERINE FARMS ROAD

CONSTRUCTION CENTERLINE

Δ=14°55'15" R=2550.00' L=664.06'(C)

CENTERLINE OF R/W

R=2500.00'
Δ=14°48'15" L=645.95'

125.00'

125.00'

MOORE ROAD
BK 2, PG 19 ROADMAPS
BK 55, PG 60 SEM & P
(PUBLIC STREET)

1198.74'
S89°20'24"W 2641.55'

SECTION CORNER FOUND BRASS DISC IN STREET WELL
33 28
34 27

88.67'
N 0°34'22" W

RADIAL BEARING S 65°08'59" W

Δ=121°02'35" R=60.00' L=126.76'

N 50°33'05" E 60.00'

N 80°41'19" W 60.00'

WATERDALE DRIVE
(PUBLIC STREET)

BLONDIN DRIVE
(PUBLIC STREET)

Δ=3°36'25" R=2794.00' L=175.88'

Δ=9°46'51" R=2771.00' L=476.96'

Δ=12°29'13" R=2794.00' L=603.91'

Δ=12°29'13" R=2748.00' L=758.89'

Δ=12°29'13" R=2771.00' L=870.06'

CANA-8
N 67°00'07" E
122.50'
2489 SF

N 66°52'49" E 146.00'

S 66°52'49" W 76.51'

3" BRASS DISC

125.00'
48.49'

VARIES

Δ=17°59'24" R=2625.00' L=824.21'

Δ=17°58'30" R=2550.00' L=799.99'(C)

Δ=17°59'24" R=2500.00' L=784.96'

125.00'

64
9419 SF

65
9339 SF

66
8325 SF

67
8486 SF

68
8486 SF

69
8486 SF

70
8486 SF

71
8486 SF

N 60°02'52" E (RAD) 144.17'

N 67°36'34" E (RAD) 101.59'

N 64°28'10" E (RAD) 123.00'

N 62°59'53" E (RAD) 123.00'

N 67°31'36" E (RAD) 123.00'

N 60°03'19" E (RAD) 123.00'

N 58°35'02" E (RAD) 123.00'

N 57°06'45" E (RAD) 123.00'

SEE SHEET 2

GLADDEN FARMS
BLOCK 1
BK 61; PG 25
R-6

SEQ #2017

KEYNOTES

1. 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE, AND HOMEOWNER'S ASSOCIATION STREET TREE LANDSCAPE EASEMENT GRANTED BY THIS PLAT SEE DETAIL A/5
2. PUBLIC 1' NO ACCESS EASEMENT GRANTED BY THIS PLAT
3. PUBLIC SIGHT VISIBILITY TRIANGLE EASEMENT GRANTED BY THIS PLAT, SEE GENERAL NOTE 9

SEE SHEET 5 FOR ALL DATA AND CURVE TABLES

RICK ENGINEERING COMPANY
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J-3466-C

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
17479
DOUGLAS E. SCHNEIDER
Date Signed 4/25/17
ARIZONA U.S.A.
Expires 6/30/19

RELATED CASES:
PRV-05117F PRV-04047
PRV-0109 PCZ-04078
PCZ-99103

FINAL PLAT

GLADDEN FARMS
BLOCKS 7 & 13

LOTS 1 - 76, BLOCK A &
COMMON AREAS: "A-1"-"A-9", "B-1"-"B-4"

RESUBDIVISION OF BLOCKS 7 AND 13 OF GLADDEN FARMS
BOOK 63, PAGE 24 BEING A PORTION OF SECTIONS 33 AND 34,
TOWNSHIP 11 SOUTH, RANGE 11 EAST GILA & SALT RIVER MERIDIAN,
TOWN OF MARANA, PIMA COUNTY, ARIZONA.

PRV1702-002
SHEET 3 OF 5

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SEQ #2017

SEE SHEET 2

SEQ #2017

SCALE: 1" = 50'

AREA DEDICATED TO THE TOWN OF MARANA DKT 12699, PG 2711

APN 217-53-8058

R-8

UNSUBDIVIDED

HERITAGE PARK
APN 217-51-001B
A

CA "B-3"

19 9645 SF | 18 9733 SF | 17 8832 SF | 16 8036 SF | 15 8001 SF | 14 8001 SF | 13 8001 SF | 12 8001 SF | 11 8001 SF | 10 9218 SF

45 8964 SF | 46 8964 SF | 47 8718 SF | 48 8001 SF | 49 8318 SF | 50 9936 SF | 51 10070 SF | 52 9601 SF

1 8135 SF | 2 8112 SF | 3 8112 SF | 4 8097 SF | 5 8574 SF

CA"A-3" 1082 SF

CA"A-2" 627 SF

CA"B-1" 8934 SF

CA"B-2" 15900 SF

6 9872 SF | 7 8001 SF | 8 8001 SF | 9 8017 SF

BLONDIN DRIVE (PUBLIC STREET)

ROCKY COVE DRIVE (PUBLIC STREET)

TANGERINE FARMS ROAD (PUBLIC STREET)
BK 55, PG 60

HERITAGE PARK DRIVE
BK 59, PG 31
(PUBLIC STREET)

TOTAL CURVE: L=2929.08' (R)
Δ=65°48'48" R=2550.00' L=2929.16' (CALCULATED BASED ON MONUMENTS)
Δ=43°15'08" R=2500.00' L=1887.23'

Δ=25°15'44" R=2500.00' L=1102.28'

Δ=20°22'14" R=2625.00' L=933.28'

Δ=6°02'41" R=2625.00' L=276.94'

Δ=249°53'59" R=55.00' L=238.91'

2" ACP MARKED "WLB GROUP" RLS 12214

N0°30'16"W 2653.74'

SECTION 33

SECTION 34

1/4 CORNER 1/2" REBAR NO TAG

N0°34'43"W 2639.13' (1/4 CORNER TO SECTION CORNER)

SECTION CORNER FOUND BRASS DISK IN STREET WELL

GLADDEN FARMS
BLOCKS 13, 14, 15
BK 59, PG 31
VC

AREA DEDICATED TO THE TOWN OF MARANA DKT 12699, PG 2711

GLADDEN FARMS
BLOCKS 14 & 5
SEQ #20150860189
R-3.5

GLADDEN FARMS
BLOCK 8
BK 61, PG 77
R-6

2" BRASS DISC STAMPED "LS 17479"
N23°37'42"E(R)
N23°35'34"E(M)
103.82'(M)
103.76'(R)

3" BRASS DISC PUNCH MARK ONLY

VARIES

KEYNOTES

1. 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE, AND HOMEOWNER'S ASSOCIATION STREET TREE LANDSCAPE EASEMENT GRANTED BY THIS PLAT SEE DETAIL A/5
2. PUBLIC 1' NO ACCESS EASEMENT GRANTED BY THIS PLAT
3. PUBLIC SIGHT VISIBILITY TRIANGLE EASEMENT GRANTED BY THIS PLAT, SEE GENERAL NOTE 9

SEE SHEET 5 FOR ALL DATA AND CURVE TABLES

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
17479
DOUGLAS E. SCHNEIDER
Date Signed 6/30/17
ARIZONA U.S.A.
Expires 6/30/19

FINAL PLAT
GLADDEN FARMS
BLOCKS 7 & 13

LOTS 1 - 76, BLOCK A &
COMMON AREAS: "A-1"-"A-9", "B-1"-"B-4"

RESUBDIVISION OF BLOCKS 7 AND 13 OF GLADDEN FARMS
BOOK 63, PAGE 24 BEING A PORTION OF SECTIONS 33 AND 34,
TOWNSHIP 11 SOUTH, RANGE 11 EAST GILA & SALT RIVER MERIDIAN,
TOWN OF MARANA, PIMA COUNTY, ARIZONA.

RELATED CASES:
PRV-05117F
PRV-0109
PCZ-99103
PRV-04047
PCZ-04078

PRV1702-002
SHEET 4 OF 5

RICK ENGINEERING COMPANY
Tucson
3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
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rickengineering.com
San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver

J-3466-C

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G:\GLADDEN\3466_blk13_7\3466C_Blks_7-13_Corp\Civil\3466Cfp04_V7.dgn 02-MAY-2017 13:49

CURVE DATA TABLE

NAME	DELTA	RADIUS	ARC
C1	61°22'15"	25.00	26.78
C2	0°21'25"	2625.00	16.36
C3	1°38'53"	2625.00	75.51
C4	1°24'23"	2625.00	64.44
C5	1°24'23"	2625.00	64.44
C6	1°24'23"	2625.00	64.44
C7	1°04'58"	2625.00	49.61
C8	1°11'21"	2625.00	54.49
C9	1°11'21"	2625.00	54.49
C10	1°08'52"	2625.00	52.58
C11	1°28'17"	2625.00	67.41
C12	1°28'17"	2625.00	67.41
C13	1°28'17"	2625.00	67.41
C14	1°28'17"	2625.00	67.41
C15	1°28'17"	2625.00	67.41
C16	1°28'17"	2625.00	67.41
C17	1°28'17"	2625.00	67.41
C18	1°28'17"	2625.00	67.41
C19	1°28'17"	2625.00	67.41
C20	1°22'23"	2625.00	62.90
C21	1°02'15"	2625.00	47.54
C22	1°02'17"	2625.00	47.56
C23	68°53'59"	45.00	54.11
C24	90°00'00"	25.00	39.27
C25	43°38'02"	25.00	39.77
C26	91°09'26"	177.00	134.79
C27	88°48'39"	25.00	38.75
C28	88°48'39"	25.00	38.75
C29	91°09'26"	25.00	39.77
C30	91°00'36"	25.00	39.71
C31	88°57'44"	25.00	38.82
C32	90°00'00"	25.00	39.27
C33	90°00'00"	25.00	39.27
C34	88°57'44"	25.00	38.82
C35	90°54'44"	25.00	39.67
C36	89°01'28"	25.00	38.84
C37	89°06'57"	25.00	38.88
C38	90°49'54"	25.00	39.63
C39	68°07'01"	45.00	53.50
C40	89°06'57"	25.00	38.88
C41	89°01'28"	25.00	38.84
C42	6°55'56"	177.00	21.42
C43	28°22'57"	177.00	87.68
C44	8°19'09"	177.00	25.70
C45	0°52'20"	2748.00	41.83
C46	1°24'23"	2748.00	67.46
C47	1°24'23"	2748.00	67.46
C48	1°06'53"	2748.00	53.46
C49	38°01'38"	25.00	16.59
C50	53°07'48"	25.00	23.18
C51	53°07'48"	25.00	23.18
C52	35°40'50"	25.00	15.57
C53	35°40'51"	25.00	15.57
C54	53°07'48"	25.00	23.18
C55	53°07'52"	25.00	23.18
C56	38°01'34"	25.00	16.59
C57	1°10'46"	2748.00	56.57
C58	1°28'17"	2748.00	70.57
C59	1°28'17"	2748.00	70.57
C60	1°28'17"	2748.00	70.57
C61	1°28'17"	2748.00	70.57
C62	1°28'17"	2748.00	70.57
C63	1°28'17"	2748.00	70.57
C64	1°28'17"	2748.00	70.57
C65	1°28'17"	2748.00	70.57
C66	1°28'17"	2748.00	70.57
C67	1°24'03"	2748.00	67.18
C68	12°10'32"	25.00	5.31
C69	76°47'11"	25.00	33.50
C70	53°07'48"	25.00	23.18
C71	36°52'12"	25.00	16.09

CURVE DATA TABLE CONT.

NAME	DELTA	RADIUS	ARC
C72	53°07'48"	25.00	23.18
C73	36°52'12"	25.00	16.09
C74	36°52'12"	25.00	16.09
C75	53°07'48"	25.00	23.18
C76	15°35'17"	223.00	60.67
C77	16°19'30"	223.00	63.54
C78	11°43'15"	223.00	45.62
C79	0°23'46"	2794.00	19.31
C80	1°24'18"	2794.00	68.51
C81	1°24'18"	2794.00	68.51
C82	1°24'18"	2794.00	68.51
C83	1°24'18"	2794.00	68.51
C84	0°54'18"	2794.00	44.13
C85	1°19'25"	2794.00	64.54
C86	1°19'25"	2794.00	64.54
C87	0°55'00"	2794.00	44.71
C88	52°45'44"	25.00	23.02
C89	36°15'43"	25.00	15.82
C90	51°41'56"	25.00	22.56
C91	37°19'31"	25.00	16.29
C92	1°59'20"	2794.00	96.99
C93	1°19'59"	2794.00	65.01
C94	1°19'25"	2794.00	64.54
C95	1°31'43"	2794.00	74.54
C96	8°11'55"	443.00	63.39
C97	10°52'27"	443.00	84.08
C98	10°52'27"	443.00	84.08
C99	10°52'27"	443.00	84.08
C100	2°34'58"	443.00	19.97
C101	0°58'10"	3040.00	51.43
C102	1°16'27"	3040.00	69.38
C103	1°19'25"	3040.00	70.22
C104	1°19'25"	3040.00	70.22
C105	1°19'20"	3040.00	70.15
C106	0°54'18"	3040.00	48.02
C107	1°19'25"	3040.00	70.22
C108	1°19'25"	3040.00	70.22
C109	0°58'49"	3040.00	52.01
C110	46°36'31"	25.00	20.34
C111	44°18'13"	25.00	19.33
C112	46°08'10"	55.00	44.29
C113	0°47'56"	489.00	6.82
C114	7°19'18"	489.00	62.49
C115	7°19'19"	489.00	62.49
C116	7°19'18"	489.00	62.49
C117	6°34'50"	489.00	56.16
C118	7°44'56"	489.00	66.13
C119	6°18'34"	489.00	53.85
C120	0°12'33"	3086.00	11.27
C121	1°11'57"	3086.00	64.58
C122	1°11'57"	3086.00	64.58
C123	1°11'57"	3086.00	64.58
C124	0°49'54"	3086.00	44.79
C125	52°14'26"	25.00	22.79
C126	36°52'32"	25.00	16.09
C127	31°25'10"	55.00	30.16
C128	35°17'54"	55.00	33.88
C129	11°03'23"	55.00	10.61
C130	0°56'43"	3332.00	54.98
C131	1°11'57"	3332.00	69.73
C132	1°11'57"	3332.00	69.73
C133	0°53'02"	3332.00	51.40
C134	53°57'40"	25.00	23.54
C135	36°52'14"	25.00	16.09
C136	202°45'49"	55.00	194.64
C137	52°59'11"	25.00	23.12
C138	36°07'46"	25.00	15.76
C139	1°49'40"	3086.00	98.44
C140	1°34'52"	3086.00	85.16
C141	0°18'40"	3086.00	16.76

LINE DATA TABLE

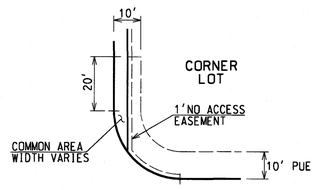
NAME	DIRECTION	LENGTH
L1	S 44°17'57" W	32.53
L2	S 68°14'22" E	32.60
L3	S 0°42'03" E	32.00
L4	S 80°42'54" E	32.59
L5(RAD)	N 43°09'57" E	32.00
L6	S 86°52'26" E	32.58
L7	N 14°20'49" E	46.00
L8	S 74°15'06" W	46.00
L9	S 89°17'57" W	16.25
L10	S 89°17'57" W	51.25
L11	N 39°06'55" W	46.65
L12	N 81°55'41" E	46.00
L13	N 66°52'49" E	38.34
L14	S 89°17'57" W	61.63
L15	N 57°36'13" W	46.54
L16	N 63°16'21" E	46.00
L17	N 51°30'39" W	46.59
L18	N 69°26'27" E	46.00
L19	S 89°17'57" W	48.12
L20	S 89°17'57" W	3.13
L21	N 35°36'24" W	46.00
L22	S 89°17'57" W	45.54
L23	S 89°17'57" W	16.09
L24	S 89°17'57" W	65.54
L25	N 86°36'06" W	16.09
L26	N 77°03'55" W	45.75
L27	N 66°11'28" W	60.64
L28	N 55°19'01" W	60.64
L29	N 48°35'18" W	33.44
L30	N 45°40'55" W	30.38
L31	N 45°40'55" W	66.53
L32	N 44°21'31" W	67.38
L33	N 43°02'06" W	67.38
L34	N 41°42'44" W	67.31
L35	S 89°17'57" W	68.12
L36	S 89°17'57" W	13.51
L37	N 77°03'55" W	38.17
L38	N 77°03'55" W	22.47
L39	N 55°19'01" W	15.94
L40	N 55°19'01" W	44.70
L41	N 45°40'55" W	12.87
L42	N 45°40'55" W	71.53
L43	N 45°40'55" W	12.51
L44	N 44°21'31" W	59.01
L45	N 44°21'31" W	8.37
L46	N 43°02'06" W	63.16
L47	N 43°02'06" W	4.22
L48	N 41°42'44" W	67.31
L49	N 44°17'57" E	18.58
L50(RAD)	N 54°13'20" E	21.48
L51	N 48°13'30" E	18.12
L52	N 86°46'29" W	14.14
L53	N 89°25'38" E	39.28
L54	N 80°36'23" W	14.00
L55	N 58°41'27" E	18.66

SIGHT VISIBILITY TRIANGLE LINE DATA TABLE

NAME	DIRECTION	LENGTH
SVL1	N 40°28'47" W	132.68
SVL2	S 43°12'08" E	90.84
SVL3	N 89°17'57" E	32.76
SVL4	N 87°07'28" W	95.37
SVL5	N 87°49'56" E	131.84
SVL6	N 48°19'17" W	53.93
SVL7	N 42°21'57" W	52.23

SIGHT VISABILITY TRIANGLE CURVE DATA TABLE

NAME	DELTA	RADIUS	ARC
SVC1	0°04'33"	2748.00	3.64
SVC2	0°23'27"	2748.00	18.75
SVC3	6°54'17"	443.00	53.39
SVC4	0°06'56"	3086.00	6.23
SVC5	0°09'33"	2794.00	7.76



(A) EASEMENT DETAIL
NO SCALE

RICK ENGINEERING COMPANY
Tucson
3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520-795-1000
(FAX) 520-322-6956
rickengineering.com
San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver
J-3466-C

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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
17479
DOUGLAS E. SCHNEIDER
4/25/19
Date Signed
ARIZONA U.S.A.
Expires 6/30/19

RELATED CASES:
PRV-05117F
PRV-0109
PCZ-99103
PRV-04047
PCZ-04078

FINAL PLAT

GLADDEN FARMS
BLOCKS 7 & 13

LOTS 1 - 76, BLOCK A &
COMMON AREAS: "A-1"-"A-9", "B-1"-"B-4"

RESUBDIVISION OF BLOCKS 7 AND 13 OF GLADDEN FARMS
BOOK 63, PAGE 24 BEING A PORTION OF SECTIONS 33 AND 34,
TOWNSHIP 11 SOUTH, RANGE 11 EAST GILA & SALT RIVER MERIDIAN,
TOWN OF MARANA, PIMA COUNTY, ARIZONA.

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PRV1702-002
SHEET 5 OF 5

SEQ #2017

SEQ #2017

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: Gladden Farms Blocks 7 & 13	
Description of Project: Single-family Residential Subdivision	Number of Lots: 76
Parcel No.(s): 217-56-4930 thru 217-56-5820	Gross Area (Acres): 28.3
Project Address: Located south of Moore Road and west of Tangerine Farms Road.	
Ref. Project No.: PRV0701-001; PRV0510-003; LPR0509-006; ENGR0703-009; SWP1306-001	

CONTACT INFORMATION

Owner: Fidelity National Title Agency Trust No. 60,421	Contact Name: Marty Hill, Trust Officer		
Address: 6245 E. Broadway Boulevard, Suite 180	City: Tucson	State: AZ	Zip: 85711
Email: mhill@fnf.com	Phone No.: (520) 751-2970		
Applicant: Crown West Land Group	Contact Name: Dean Wingert		
Address: 333 East Wetmore Road, Suite 250	City: Tucson	State: AZ	Zip: 85705
Email: dwingert@crownwest.com	Phone No.: (520) 888-3962		
Consultant/Engineer: Rick Engineering Company, Inc.	Contact Name: Dan Castro		
Address: 3945 East Fort Lowell Road, Suite 111	City: Tucson	State: AZ	Zip: 85712
Email: dcastro@rickengineering.com	Phone No.: (520) 795-1000		

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.)

Dan Castro		2/9/17
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No. PRV1702-002 **Date Received** 2/14/17

☐ 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

Rev to Ref. PRV-05117F

Gladden Farms Blocks 7 & 13 Resubdivided Final Plat



Legend

Parcels



A request for approval of a resudivision of a final plat for Gladden Farms Block 7 & 13.

800.0 0 400.00

Feet

Marana Regular Council Meeting 05/16/2017

Pima County GIS

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map are subject to Pima County's ITD GIS disclaimer and use restrictions.

Council-Regular Meeting **C2**

Meeting Date: 05/16/2017

To: Mayor and Council

From: Cynthia Ross, Senior Planner

Date: May 16, 2017

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2017-040: Relating to Development; approving the final plat for Villagio Lot 1 Resubdivision – Lots 1 & 4, a resubdivision of Lot 1 of the Villagio Final Plat, generally located on the northwest corner of Tangerine Road and Thornydale Road. (Cynthia Ross)

Discussion:

Request

EPS Group, Inc., on behalf of National Self Storage, LLC, is requesting approval of the final plat to resubdivide Lot 1 of the Villagio Final Plat, into two lots, Lot 1 and Lot 4.

Location

The subdivision is generally located on the northwest corner of Tangerine Road and Thornydale Road, the Villagio Commercial Center.

Zoning

The zoning and land use for this subdivision will stay the same. The zoning is "F" – Tangerine/Thornydale Specific Plan, the land use is commercial and can accommodate a variety of commercial uses. Current commercial uses at the Villagio Commercial Center include a financial institution (Chase Bank), and retail (Circle K).

Lot information

The total acreage being platted is 4.68. Lot 1 is 3.35 acres, Lot 4 is 1.33 acres. Both lots are

currently vacant. Lot 4 will be developed as a self-storage facility.

Development Plan

The development plan "Villagio Lot 4 National Self Storage – Case Number DPP1612-002", has been submitted and approved by staff.

Staff Recommendation:

Staff has reviewed the request against the requirements of the Tangerine/Thornydale Specific Plan and the Marana General Plan. The final plat is in conformance with all the required development regulations and conditions of zoning and recommends approval.

Suggested Motion:

I move to adopt Resolution No. 2017-040 approving a final plat for Villagio Lot 1 Resubdivision – Lots 1 & 4 generally located on the northwest corner of Tangerine Road and Thornydale Road.

Attachments

Resolution No. 2017-040
Application
Location Map
PRV1702-001 Villagio Lot 1 Resubdivision Final Plat

MARANA RESOLUTION NO. 2017-040

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR VILLAGIO LOT 1 RESUBDIVISION – LOTS 1 & 4, A RESUBDIVISION OF LOT 1 OF THE VILLAGIO FINAL PLAT, GENERALLY LOCATED ON THE NORTHWEST CORNER OF TANGERINE ROAD AND THORNYDALE ROAD

WHEREAS the amended Tangerine/Thornydale Specific Plan was approved by the Town Council on October 2, 2007, by adoption of Ordinance 2007.24; and

WHEREAS the Villagio Final Plat was approved by Town Council on June 3, 2008; by the adoption of Resolution No. 2008-71; and

WHEREAS EPS Group, Inc., representing the property owner, has applied for approval of a final plat for the resubdivision of Parcel 1 of Villagio Lots 1-3, Blocks A and B, consisting of 18.19 acres, generally located on the northwest corner of Tangerine Road and Thornydale Road; and

WHEREAS the Town Council determined at its May 16, 2017 meeting that the final plat for Villagio Lot 1 Resubdivision – Lots 1 & 4, should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the final plat for Villagio Lot 1 Resubdivision – Lots 1 & 4, is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of May, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

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: Villagio Lot 1	
Description of Project: Commercial - Self Storage Building	Number of Lots: NA
Parcel No.(s): 219-36-0970	Gross Area (Acres): 4.69
Project Address: 3864 W Tangerine Road, Marana, AZ	
Ref. Project No.: DPR-07005	

CONTACT INFORMATION

Owner: National Self Storage, LLC	Contact Name: Travis Morrow		
Address: PO Box 90540	City: Tucson	State: AZ	Zip: 85752
Email: tmorrow@nationalselfstorage.com	Phone No.: (520) 577-9777		
Applicant: EPS Group Inc.	Contact Name: Greg Bennett		
Address: 8710 N. Thornydale Road, Suite 140	City: Tucson	State: AZ	Zip: 85742
Email: greg.bennett@epsgroupinc.com	Phone No.: (520) 408-1400		
Consultant/Engineer: EPS Group Inc.	Contact Name: Greg Bennett		
Address: 8710 N. Thornydale Road, Suite 140	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		12/14/2016
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No. PRV1702-00 **Date Received** 2/8/17

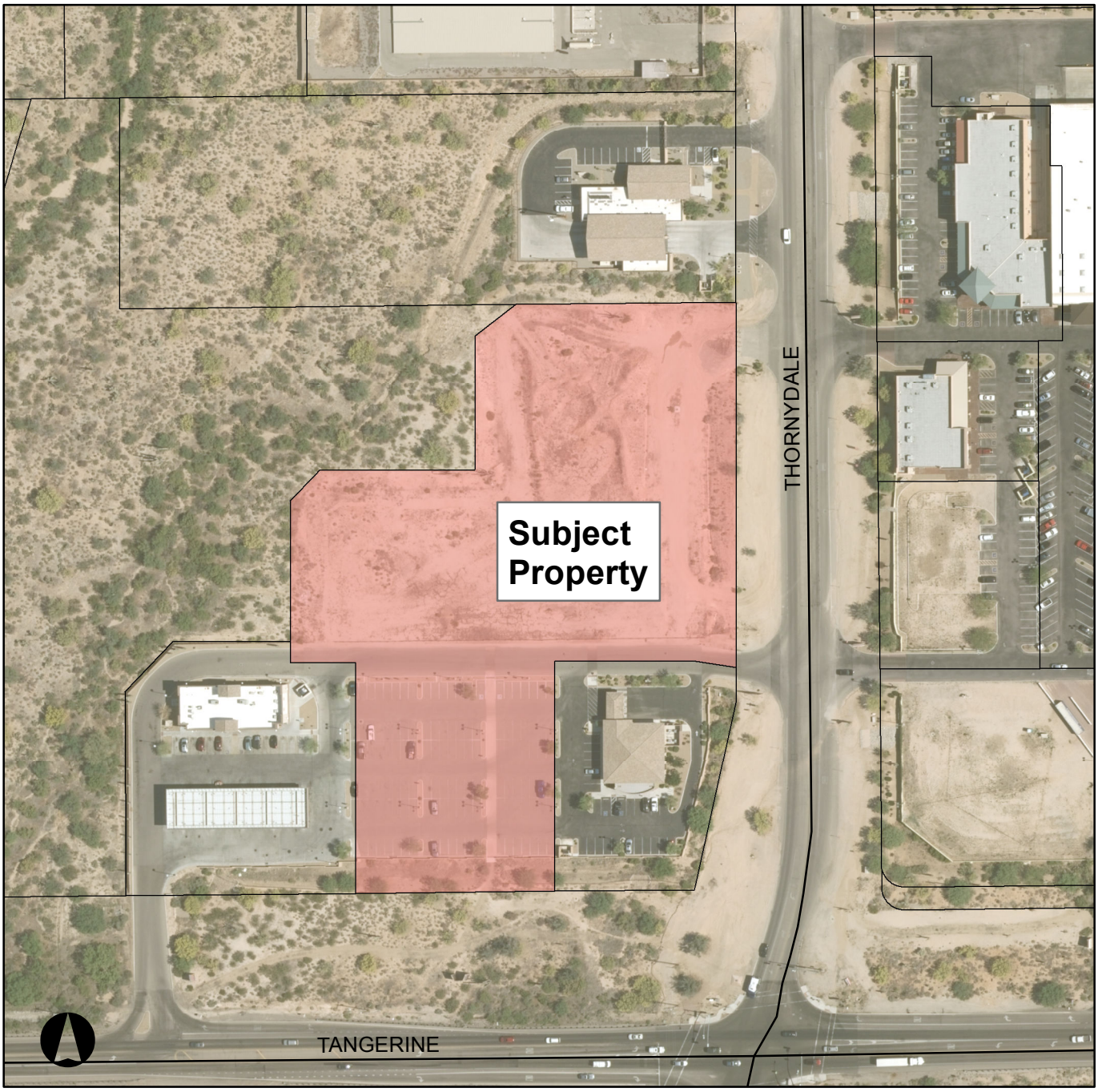
☐ Annexation	☐ Rezone	☐ Specific Plan	☐ General Plan Amendment
☐ Preliminary Plat	☒ Final Plat	☐ Significant Land Use Change	☐ Minor Land Division
☐ Variance	☐ Development Plan	☐ Development Plan Package	☐ Dedications / Easements
☐ Lic. Agreement	☐ Landscape Plan	☐ Conditional Use Permit	☐ Report (Type):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

☐ Improvement Plan (Type): _____

Revision Date 6/17/2016

Villagio Lot 1 Resubdivision Final Plat

Case No. PRV1702-001



Relating to Development; approving the final plat for Villagio Lot 1 Resubdivision – Lots 1 & 4, a resubdivision of Lot 1 of the Villagio Final Plat, generally located east of Thornydale Road, north of Tangerine Road.

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 become liable to users of these data, or any other party, for any loss or direct, indirect, special, incidental, or consequential damages, including but not limited to time, money, or goodwill, arising from the use or modification of the data.

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, 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.

OLD LOBO VILLAGIO, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

C/O
THE AULT COMPANIES
4414 EAST BLANCHE DRIVE
PHOENIX, ARIZONA 85032

BY_____

ACKNOWLEDGEMENT

STATE OF ARIZONA }
} SS
COUNTY OF PIMA }

ON THIS ___ DAY OF _____, 20__ BEFORE ME PERSONALLY APPEARED RON B. AULT, MANAGER OF OLD LOBOS VILLAGIO, LLC, AN ARIZONA LIMITED LIABILITY COMPANY ON BEHALF OF THE COMPANY.

_____ _____
MY COMMISSION EXPIRES: NOTARY PUBLIC

ASSURANCES

THE TOWN OF MARANA DOES NOT REQUIRE THE SUBDIVIDER TO PROVIDE SUBDIVISION ASSURANCES FOR THIS SUBDIVISION. ANY SUBDIVISION IMPROVEMENTS REQUIRED BY ARIZONA REVISED STATUTES SECTION 9-463.01(C)(8) AND MARANA LAND DEVELOPMENT CODE SECTION 06.06 HAVE BEEN PROVIDED.

_____ _____
TOWN OF MARANA DATE

ASSURED WATER SUPPLY

THE UNDERSIGNED CERTIFIES THAT IT IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY AND WILL PROVIDE WATER SERVICE TO THIS SUBDIVISION.

BY_____
ITS_____ DATE_____
CITY OF TUCSON WATER DEPARTMENT

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

APPROVALS

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

_____ _____
MARANA PLANNING DIRECTOR DATE

I, JOCELYN BRONSON, 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 RECLAMATION DEPARTMENT DATE

GENERAL NOTES

1. GROSS AREA OF LOT 1 IS ±3.35 ACRES (±145,914 S.F.)
   GROSS AREA OF LOT 4 IS ±1.33 ACRES (±57,939 S.F.)
2. CURRENT ZONING IS "F" SPECIFIC PLAN (TANGERINE/THORNYDALE SPECIFIC PLAN).
   LAND USE – COMMERCIAL.
3. MAXIMUM BUILDING HEIGHT – 40' (ARCHITECTURAL EMBELLISHMENTS MAY EXTEND TO 50')
4. MINIMUM PERIMETER SETBACKS – 20'
5. TOTAL MILES OF NEW PUBLIC STREETS IS 0
6. THIS PLAT DIVIDES LOT 1 OF VILLAGIO COMMERCIAL CENTER INTO TWO LOTS: LOTS 1 AND 4
7. NO FURTHER SUBDIVIDING OR LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.

BASIS OF BEARINGS

THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 11 SOUTH, RANGE 13 EAST OF THE GILA AND SALT RIVER MERIDIAN BEING NORTH 0° 06' 36" WEST

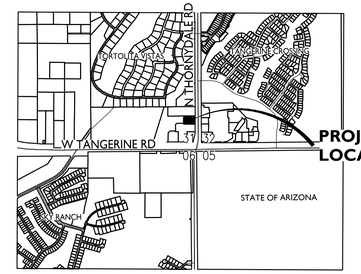
CERTIFICATIONS

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

_____ 04-25-17
JESSE BOYD DATE
RLS 42937

I CERTIFY THAT THE 100-YEAR FLOODPLAIN LIMITS AND EROSION HAZARD SETBACKS AS SHOWN ON THIS PLAT WERE PREPARED UNDER MY DIRECTION.

_____ 04-25-17
GREGORY PAUL BENNETT DATE
PE 53192



LOCATION MAP

3" = 1 MILE

LOCATED IN THE SE ¼ OF THE SE ¼ OF SECTION 31,T11S, R13E, G&SRM, TOWN OF MARANA, PIMA COUNTY, ARIZONA

LEGEND

EXISTING		PROPOSED
	PLAT BOUNDARY	
	SECTION LINE	
	RIGHT-OF-WAY CENTERLINE	
	RIGHT-OF-WAY	
	PROPERTY	
	EASEMENT	
	100 YEAR FLOODPLAIN	
	EROSION HAZARD SETBACK	
◙ ●	SURVEY MONUMENT	○
	ACCESS CONTROL POINT	★

ABBREVIATIONS

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

SHEET INDEX

1	FP01	COVER & NOTES SHEET
2	FP02	PARCEL DATA SHEETS

REF: PCZ-05151, SPA-07071, DPI1612-002, PRV-07091

PRV1702-001

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

Final Plat for

Villagio Lot 1 Resubdivision - Lots 1 & 4

A Resubdivision of Lot 1 of the Villagio Final Plat, as recorded in Book 63 of Maps & Plats, Page 79, (Seq. 20081200221) being a portion of the Southeast ¼ of Section 31, T11S, R13E, G&SRM Town of Marana, Pima County, Arizona

EPS Project No. 16-356 Date: 04/25/17

Scale: N/A
Contour Interval:

FP01

Sheet No. 1 of 2

SEQUENCE NUMBER

Apr 25, 2017 4:26pm U:\Projects\2016\16-356\Civil\CADD\Plans\FP\16-356_FP01.dwg
gbennett

APN 219-36-1010
NORTHWEST FIRE DISTRICT
ZONING: F
BLOCK 'B'
BK 63, PG 79
MAPS AND PLATS

NATURAL
UNDISTURBED
OPEN SPACE
BLOCK 'A'
BK 63, PG 79
MAPS AND PLATS

APN 219-36-1000
JAS INVESTMENTS LLC
ZONING: F

APN 219-36-0970

EXCLUDED
APN 219-36-0990
PACIFIC NNN PROPERTIES LLC
II
ZONING: F
LOT 3 BK 63, PG 79 OF MAPS
AND PLATS

EXCLUDED
APN 219-36-0980
HG LIPSCOMB REALTY LLC
ZONING: F
LOT 2 BK 63, PG 79 OF
MAPS AND PLATS

COMMERCIAL USE
TANGERINE CROSSING
COMMERCIAL CENTER
LOT 4
BK 61, PG 46
MAPS AND PLATS
ZONING: F

COMMERCIAL USE
TANGERINE CROSSING
COMMERCIAL CENTER
LOT 3
BK 61, PG 46
MAPS AND PLATS
ZONING: F

COMMERCIAL USE
TANGERINE CROSSING
COMMERCIAL CENTER
LOT 2
BK 61, PG 46
MAPS AND PLATS
ZONING: F

COMMERCIAL USE
TANGERINE CROSSING
RESUB
BLOCK 5
BK 60, PG 87
MAPS AND PLATS
ZONING: F

LOT 4
57,938.8 SF
1.33 ACRES

LOT 1
(REMAINDER)
145,914.1 SF
3.35 ACRES

N. Thornydale Rd
(PUBLIC STREET)
DKT 12919, PG 8042
DKT 1064, PG 203
DKT 12203, PG 6168
ROAD PROCEEDINGS 1039
ROAD PROCEEDINGS 273-A

W. Tangerine Rd
(PUBLIC STREET)
DKT 12919, PG 8042
BK 7, RM, PG 83

EAST QUARTER CORNER SECTION 31
TOWNSHIP 11 SOUTH, RANGE 13 EAST
FOUND BRASS CAP FLUSH

SOUTH QUARTER CORNER SECTION 31
TOWNSHIP 11 SOUTH, RANGE 13 EAST
FOUND BRASS CAP FLUSH

SOUTHEAST CORNER SECTION 31
TOWNSHIP 11 SOUTH, RANGE 13 EAST
FOUND BRASS CAP FLUSH

NORTHEAST CORNER SECTION 6
TOWNSHIP 12 SOUTH, RANGE 13 EAST
FOUND BRASS CAP FLUSH

5/8" IR RLS 42937
5/8" IR RLS 17479
SET 5/8" IR RLS 42937
5/8" IR NO TAG
NAIL w/ WASHER RLS 17479
NAIL w/ WASHER RLS 31020

N89°47'22"E 238.77'
N52°23'12"E 55.33'
N0°12'38"W 145.52'
S0°12'38"E 174.07'
N89°47'22"E 168.01'
N44°15'21"E 45.65'
28.55'
S89°47'22"W 282.36'
S0°06'36"E 396.10'
207.68'
188.43'
N0°12'38"W 176.00'
N90°00'00"W 70.42'
N90°00'00"E 152.79'
44.33'
S81°24'26"E
N0°00'00"E 248.52'
N0°00'00"E 247.72'
S89°47'22"W 215.00'
175'

100 YEAR FLOOD PRONE LIMITS
PER BK 63, M&P, PG 79
EROSION HAZARD SETBACK
PER BK 63, M&P, PG 79
25'
20' BUILDING SETBACK
75' 75'
150'
22'
10'
15'

[14] DKT 13439, PG 3161 - PUBLIC WATER EASEMENT
[16] DKT 13466, PG 121 - LICENSE AGREEMENT (WITHIN PUBLIC RIGHT-OF-WAY)
[17] DKT 13475, PG 1684 - PUBLIC UTILITY EASEMENT
[18] DKT 13614, PG 1653 - SEWER EASEMENT

KEYNOTES:

N

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

SEQUENCE NUMBER

Apr 25, 2017 4:09pm U:\Projects\2016\16-356\Civil\CADD\Plans\FP\16-356_FP02.dwg
gbennett

REF: PCZ-05151, SPA-07071, DPP1612-002, PRV-07091

PRV1702-001

Final Plat for

Villagio Lot 1 Resubdivision - Lots 1 & 4

A Resubdivision of Lot 1 of the Villagio Final Plat,
as recorded in Book 63 of Maps & Plats, Page 79, (Seq. 20081200221)
being a portion of the Southeast¼ of Section 31, T11S, R13E, G&SRM
Town of Marana, Pima County, Arizona

Scale: 1" = 40'
Contour Interval:

FP02

Sheet No. 2 of 2

REGISTERED LAND SURVEYOR
42937
JESSE BOYD
Date Signed 04/25/17
ARIZONA, U.S.A.
Expires 06/30/2017

Registered Professional Engineer (Civil)
53192
GREGORY PAUL BENNETT
Date Signed 04/25/17
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

EPS Project No. 16-356 Date: 04/25/17

Council-Regular Meeting **C3**

Meeting Date: 05/16/2017

To: Mayor and Council

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

From: D. Tyrell McGirt, Deputy Director

Date: May 16, 2017

Strategic Plan Focus Area:
Recreation

Strategic Plan Focus Area Additional Info:
Seek partnerships with public and private entities to provide programs and enhanced services.

Subject: Resolution No. 2017-041: Relating to Parks and Recreation; approving and authorizing the Parks and Recreation Director to execute a Facility Usage Agreement between the Town of Marana and Leman Academy of Excellence, Inc. (Cynthia Nemeth-Briehn)

Discussion:

The Town of Marana Parks and Recreation Department and the Leman Academy of Excellence wish to enter into a joint facility use agreement to permit common use of respective facilities at Crossroads at Silverbell District Park and Leman Academy to minimize expense to citizens, improve service delivery, and provide enhanced resources to the community. The Town of Marana's 2016 Parks, Recreation, Trails, and Open Space 5 Year Master Plan Update 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. Additionally, the plan suggests the Town explore opportunities for joint facility uses, collaborative programming, and shared financing between internal and external partners. Through this partnership, Marana Parks and Recreation is able to expand its adult and youth fitness, sports, and wellness offerings.

The proposed agreement will permit Leman to use the the softball field, soccer/multi-use fields, and basketball courts at Crossroads Park, during non-peak hours only, defined as Monday through Friday, 6:00 a.m. to 6:00 p.m., for Leman Academy curricular and extra-curricular

activities at no cost to Leman. In return, Leman will permit the Town to use the Leman Academy gymnasium, cafeteria, and designated outdoor facilities for Town recreational programming, community meetings, and similar governmental uses at no cost to the Town.

The agreement will expire on May 31, 2018, but can be renewed for up to four consecutive one-year periods.

Staff Recommendation:

Staff recommends approval of the joint facility use agreement between the Town of Marana and Leman Academy of Excellence to permit common use of respective facilities at Crossroads at Silverbell District Park and Leman Academy to minimize expense to citizens, improve service delivery, and provide enhanced resources to the community.

Suggested Motion:

I move to adopt Resolution No. 2017-041, approving and authorizing the Parks and Recreation Director to execute a Facility Usage Agreement between the Town of Marana and Leman Academy of Excellence, Inc.

Attachments

Resolution No. 2017-041

Exhibit A to Resolution - Agreement

Exhibit A to Agreement - Crossroads Map

Exhibit B to Agreement - Leman Building 1 Map

Exhibit B to Agreement - Leman Outdoor Area Map

RESOLUTION NO. 2017-041

RELATING TO PARKS AND RECREATION; APPROVING AND AUTHORIZING THE PARKS AND RECREATION DIRECTOR TO EXECUTE A FACILITY USAGE AGREEMENT BETWEEN THE TOWN OF MARANA AND LEMAN ACADEMY OF EXCELLENCE, INC.

WHEREAS the Town of Marana has established the Crossroads at Silverbell District Park ("Crossroads Park"), located within the Town of Marana at 7548 North Silverbell Road; and

WHEREAS Leman Academy of Excellence, Inc. ("Leman") has established the Leman Academy of Excellence ("Leman Academy"), a public charter school adjacent to Crossroads Park, located within the Town of Marana at 7720 N. Silverbell Road; and

WHEREAS the Town and Leman desire to permit common use of their respective facilities at Crossroads Park and the Leman Academy to minimize expense to citizens, improve service delivery, and provide enhanced resources to the community; 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 Facility Usage Agreement between the Town of Marana and Leman Academy of Excellence, Inc., attached to this resolution as Exhibit A, is hereby approved, and the Parks and Recreation Director 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 Facility Usage Agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of May, 2017.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

FACILITY USAGE AGREEMENT BETWEEN
TOWN OF MARANA AND LEMAN ACADEMY OF EXCELLENCE, INC.

This Facility Usage Agreement (this "Agreement") is made and entered into by and between the TOWN OF MARANA (the "Town"), an Arizona municipal corporation and LEMAN ACADEMY OF EXCELLENCE, INC. ("Leman"), an Arizona non-profit corporation. Leman and the Town are sometimes collectively referred to in this Agreement as the "Parties," either of which is sometimes referred to as a "Party."

RECITALS

A. The Town has established the Crossroads at Silverbell District Park ("Crossroads Park"), located within the Town of Marana at 7548 North Silverbell Road.

B. Leman has established the Leman Academy of Excellence ("Leman Academy"), a public charter school adjacent to Crossroads Park, located within the Town of Marana at 7720 N. Silverbell Road.

C. The Town and Leman desire to permit common use of their respective facilities at Crossroads Park and the Leman Academy to minimize expense to citizens, improve service delivery, and provide enhanced resources to the community.

D. The purpose of this Agreement is to set forth the responsibilities of the Parties regarding their use of each other's facilities.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals, which are incorporated here as the intention of the Parties in entering into this Agreement, the Parties agree as follows:

1. **Leman use of Crossroads Park.** The Town hereby permits Leman to use the following Crossroads Park facilities, as depicted on Exhibit A, during non-peak hours only, defined as Monday through Friday, 6:00 a.m. to 6:00 p.m., for Leman Academy curricular and extra-curricular activities at no cost, subject to Leman's performance of its obligations under this Agreement. During peak hours, Leman may reserve the facilities through the Town's established reservation process and shall pay any facilities fees established in the Town's comprehensive fee schedule.

a. Softball field

b. Soccer/multi-use fields

c. Basketball courts

2. **Town use of Leman Academy.** Leman hereby permits the Town to use the following Leman Academy facilities, as depicted on Exhibit B, for Town recreational programming, community meetings, and similar governmental uses at no cost, subject to the Town's

performance of its obligations under this Agreement. The Town may use the facilities during non-school hours only.

a. Gymnasium

b. Cafeteria

c. Outside recreation areas including basketball court, field area, and playground

3. **Scheduling.** The Parties shall schedule their use of each other's facilities in advance pursuant to scheduling procedures agreed to by the Parties. If either Party needs to cancel an activity at the other Party's facility, the Party shall contact a representative of the other Party as soon as possible, and at least 24 hours in advance.

4. **Conditions of use.** Each Party's use of the other Party's facilities pursuant to this Agreement shall be subject to the following conditions:

a. This Agreement is non-exclusive and the Parties may enter into agreements regarding the use of the facilities in question with other parties throughout the term of this Agreement.

b. Each Party shall ensure that a staff member or contracted instructor is available at all times during the Party's usage of the other Party's facilities. The staff member or contracted instructor shall be responsible for all aspects of the activity at the facility, including safety rules and closure because of inclement weather.

c. The Parties may need to periodically close their facilities for maintenance or repairs at the facility owner's sole discretion. Each Party will make reasonable efforts to notify the other Party in advance of any such closures.

d. Each Party maintains priority usage of its own facilities and has final authority on determining use or assignments.

e. Leman shall ensure that all persons using the Town's facilities pursuant to this Agreement:

i. Observe Town of Marana park rules, as codified in the Marana Town Code, Title 13.

ii. Use the facilities in a safe manner that will not jeopardize the safety and welfare of park users, park equipment or park facilities.

f. The Town shall ensure that all persons using Leman's facilities pursuant to this Agreement:

i. Observe any posted rules of use for the Leman Academy.

ii. Use the facilities in a safe manner that will not jeopardize the safety and welfare of Leman Academy users, equipment or facilities.

g. Notwithstanding the provisions of this paragraph 4, the Parties each reserve the right to close their own facilities and/or deny the other Party's use of the facilities due to inclement weather or any safety or other concern.

5. **Repair and maintenance of facilities.** Each Party shall be solely responsible for all repair and maintenance of the Party's own facilities. The Parties agrees that the decisions on

maintenance and repair of facilities are non-delegable decisions of the owner of the facilities. However, each Party shall be responsible for the costs of any repairs that are necessary and directly attributable to their respective uses of the other Party's facilities.

6. **Indemnification**. To the fullest extent permitted by law, each Party (as "indemnitor") shall defend, indemnify and hold harmless the other Party (as "indemnitee"), its officers, officials, employees, agents, volunteers, successors, and assigns (the "indemnified group") for claims, damages, losses, liabilities and expenses of any nature whatsoever (including but not limited to reasonable attorneys' fees, court costs, the costs of appellate proceedings, and all claim adjusting and handling expense) relating to, arising out of, resulting from or alleged to have resulted from the indemnitor's acts, errors, mistakes or omissions relating to any action or inaction of this Agreement (collectively, "claims") including but not limited to work, services, acts, errors, mistakes, or omissions in the performance of this Agreement by anyone directly or indirectly employed by or contracting with the indemnitor, or any person for whose acts and liabilities are the obligation of the indemnitor. If any claim, action or proceeding is brought against the indemnified group, indemnitor shall have a duty, at its sole cost and expense, to resist or defend such claim or action on behalf of the indemnified group but only to the extent that such claims result in vicarious/derivative liability to the indemnitee and are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers; provided, however, that the indemnitor shall have no obligation to indemnify the indemnified group for the indemnified group's passive negligence. The indemnity provisions of this Agreement shall survive the termination of this Agreement.

7. **Insurance**.

a. Each Party shall secure and maintain in force throughout the life of this Agreement, comprehensive general liability insurance with carriers acceptable to the other Party, with a minimum coverage of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate for personal injury, and one million ($1,000,000) per occurrence/aggregate for property damage.

b. Each Party shall deliver one or more certificates of insurance evidencing coverage as described in this paragraph 7 to the other Party upon execution of this Agreement, prior to using the facilities pursuant to this Agreement. Each Party shall also deliver new certificates of insurance to the other Party each time the policy(s) is updated.

c. Each Party shall be named as an additional insured on the commercial general liability insurance policies required by subparagraph (a) above. As an additional insured, each Party shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of the other Party. Each Party shall deliver additional insured endorsement(s) along with the certificate(s) of insurance required by subparagraph (b) above.

d. The coverage requirements specified in this paragraph 7 may not be changed or modified except by written agreement signed by the Parties.

e. Each Party shall give the other Party at least 30 calendar days' written notice prior to a planned cancellation or reduction of any coverage required by this paragraph 7. Each Party shall give the other Party immediate notice of any other cancellation or reduction of any coverage required by this paragraph 7. Cancellation or reduction of any coverage required by this paragraph 7 is grounds for termination of this Agreement.

8. **Notices.** Any notice required under this Agreement shall be complete when sent via First Class Mail or hand delivered to the following addresses. Either Party may change its address for purposes of notice under this Agreement by mailing a notice of change of address to the other Party.

Leman: Leman Academy of Excellence, Inc.
6601 East Grant Road, Suite 101
Tucson, Arizona 85715

Marana: Town of Marana
Attn: Town Manager
11555 W. Civic Center Drive
Marana, AZ 85653

9. **Governing law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, and any lawsuit to enforce any provision of this Agreement or to obtain any remedy with respect to this Agreement shall be brought in the Pima County Superior Court, and for this purpose the Parties expressly and irrevocably consent to the jurisdiction of the Pima County Superior Court.

10. **Court costs and reasonable attorneys' fees to prevailing Party in dispute.** If a Party fails to perform any of its obligations under this Agreement, or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the prevailing Party shall be entitled to all court costs and reasonable attorneys' fees incurred in enforcing or establishing its rights under this Agreement.

11. **Exhibits.** Any exhibit attached to this Agreement shall be deemed to have been incorporated in this Agreement by reference with the same force and effect as if fully set forth in the body of this Agreement.

12. **Counterparts.** This Agreement may be executed in any number of counterparts. Each counterpart shall be deemed an original, but all counterparts shall constitute but one agreement.

13. **Term.** This Agreement shall be effective as of the signature date of the last Party to sign this Agreement, and shall expire on May 31, 2018, unless earlier terminated by either Party in accord with the terms of this Agreement. The Parties may renew this Agreement for up to four consecutive one-year periods on the same terms as set forth in this Agreement, by executing a written amendment setting forth the renewal term and signed by the Parties.

14. **Termination.** This Agreement may be terminated under the following circumstances:

a. This Agreement may be terminated by either Party without cause with 60 days' written notice to the other Party.

b. A Party may terminate this Agreement for material breach of the Agreement by the other Party. Prior to any termination under this paragraph, the Party allegedly in default shall be given written notice by the other Party of the nature of the alleged default. The Party said to be in default shall have 45 days to cure the default. If the default is not cured within that time, the other Party may terminate this Agreement. Any such termination shall not relieve either Party from liabilities or costs already incurred under this Agreement.

c. This Agreement may be terminated for a conflict of interest as set forth in A.R.S.

§ 38-511, the relevant portions of which are hereby incorporated by reference.

15. **Miscellaneous.**

a. This Agreement may not be modified except in a writing signed by both of the Parties.

b. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral.

c. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience, and do not define, limit, construe or describe the scope or intent of such sections or articles of this Agreement.

d. Neither Party's waiver of the other's breach of any term or condition contained in this Agreement shall be deemed a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

"Town":

TOWN OF MARANA, an Arizona municipal corporation

By:_____
Cynthia Nemeth-Briehn
Parks & Recreation Director

Date:_____

"Leman":

LEMAN ACADEMY OF EXCELLENCE, INC., an Arizona non-profit corporation

By:_____

Its:_____

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, the _____ of LEMAN ACADEMY OF EXCELLENCE, INC., an Arizona non-profit corporation, on behalf of the corporation.

(Seal)

_____
Notary Public

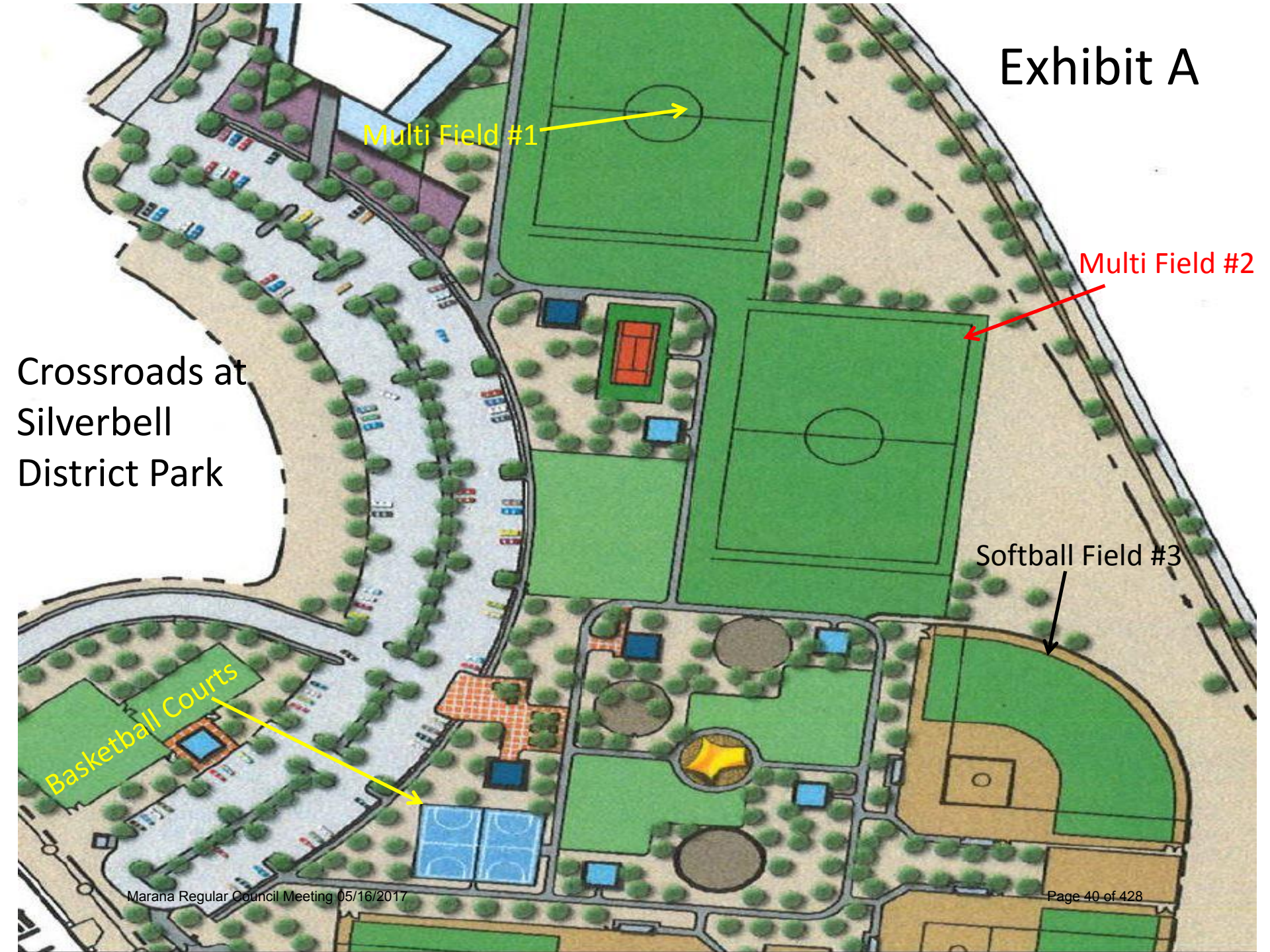
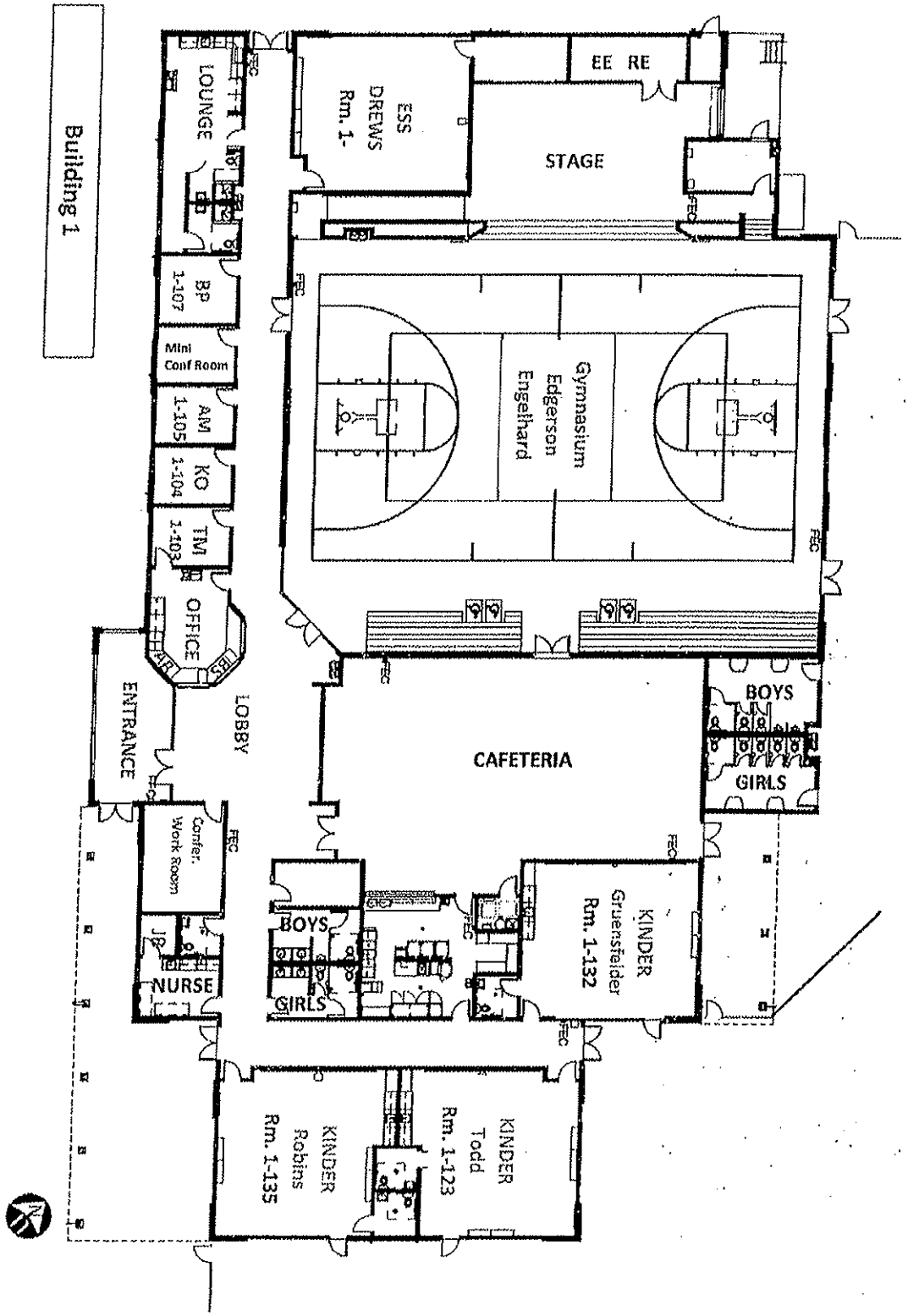
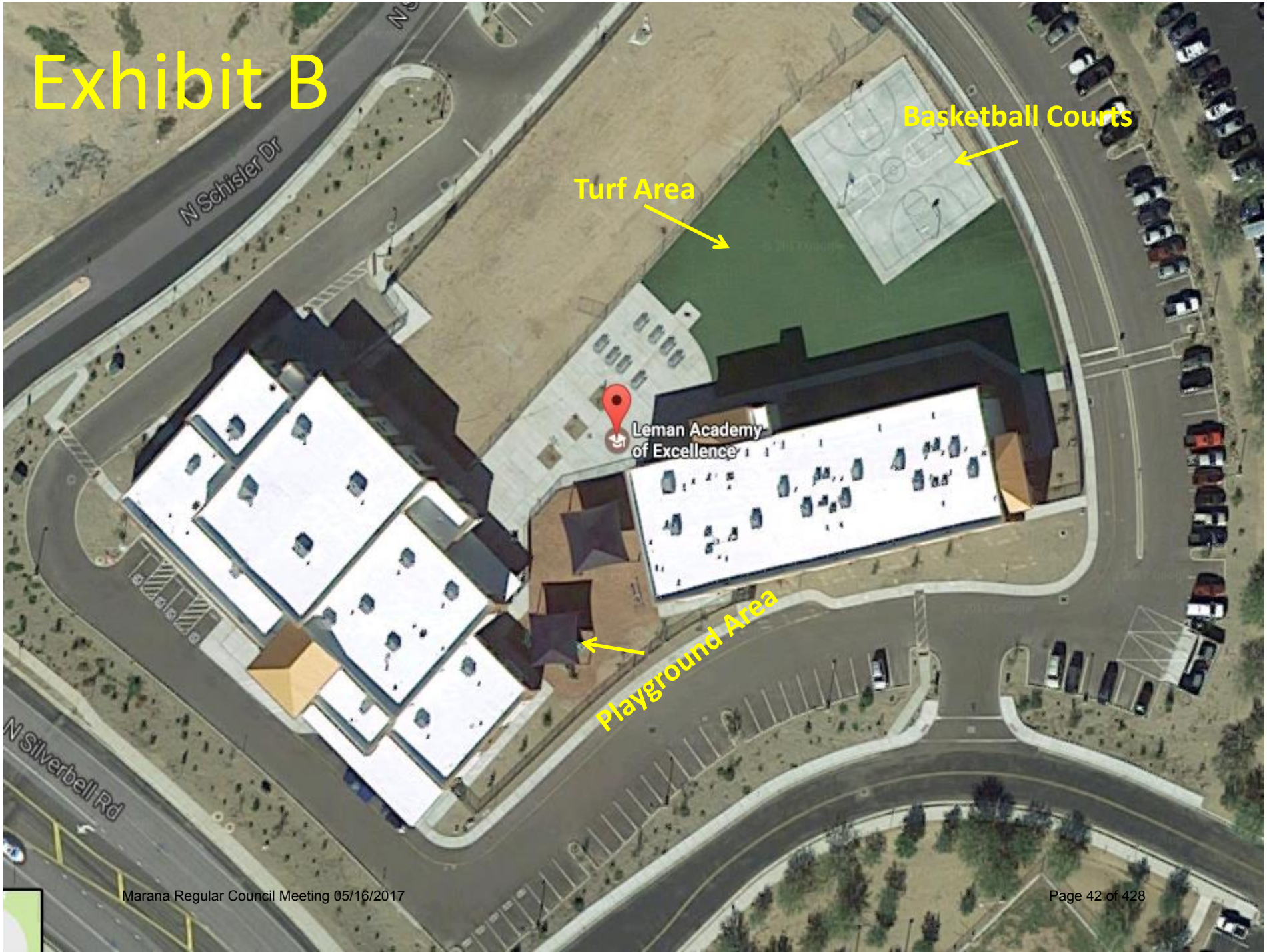

Exhibit A
Multi Field #1
Multi Field #2
Crossroads at
Silverbell
District Park
Softball Field #3
Basketball Courts

EXHIBIT B – LEMAN ACADEMY OF EXCELLENCE, INCORPORATED




Exhibit B
Basketball Courts
Turf Area
N Schisler Dr
Leman Academy
of Excellence
Playground Area
N Silverbell Rd

Council-Regular Meeting **C4**

Meeting Date: 05/16/2017

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: May 16, 2017

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:
PRINCIPLE STATEMENT 1 / We will maintain and enhance our reputation as a safe and well-planned community.

Initiative 2 - PROVIDE A RESPONSIVE, COMMUNITY AND SERVICE-ORIENTED PROFESSIONAL POLICE DEPARTMENT
a. Ensure facilities and support areas are consistent with best practices and professional norms
b. Maintain police response times at or above the national standards.

Subject: Resolution No. 2017-042: Relating to the Police Department; approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and Pima County regarding the operation of emergency vehicle preemption (EVP) equipment at Pima County-maintained traffic signals (Jane Fairall)

Discussion:

Pima County installs, operates, and maintains emergency vehicle preemption (EVP) equipment at signalized intersections in the county. The proposed IGA will provide Marana Police Department vehicles with the capability to automatically terminate the normal operations of applicable County-maintained traffic signals included in the County's preemption program upon arrival of emergency vehicles at the traffic signal. Under the agreement, Pima County has the responsibility to install and maintain preemption equipment and detectors at signalized intersections as selected by the County. Marana will install and maintain compatible EVP emitters in any MPD vehicles that Marana determines should have the ability to activate the EVP equipment at the traffic signals. Pima County will then assign encoding to Marana's emitters to allow the vehicles to preempt the traffic signals when performing Code 3 responses (emergency lights and sirens activated) where traffic signal preemption is appropriate. All materials and

equipment purchased and installed by either party shall remain the property of that party.

The term of the proposed IGA is 10 years.

Staff Recommendation:
Staff recommends approval of the IGA.

Suggested Motion:
I move to adopt Resolution No. 2017-042, approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and Pima County regarding the operation of emergency vehicle preemption (EVP) equipment at Pima County-maintained traffic signals.

Attachments

Resolution No. 2017-042
Exhibit A - EVP IGA

MARANA RESOLUTION NO. 2017-042

RELATING TO THE POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND PIMA COUNTY REGARDING THE OPERATION OF EMERGENCY VEHICLE PREEMPTION (EVP) EQUIPMENT AT PIMA COUNTY-MAINTAINED TRAFFIC SIGNALS

WHEREAS Pima County installs, operates, and maintains emergency vehicle preemption (EVP) equipment at signalized intersections in the county; and

WHEREAS the Marana Police Department desires the capability to automatically terminate the normal operations of applicable County-maintained traffic signals included in the County's preemption program upon arrival of emergency vehicles at the traffic signal; and

WHEREAS the parties are authorized by A.R.S. §11-951 *et seq*. to enter into an IGA for joint or cooperative action; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the Town of Marana to enter into this IGA.

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 regarding the operation of emergency vehicle preemption (EVP) equipment at Pima County-maintained traffic signals, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, and the Mayor is hereby authorized to sign it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of May, 2017.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

CONTRACT
NO. CTN-TR-17-188
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

INTERGOVERNMENTAL AGREEMENT
between
PIMA COUNTY
and the
TOWN of MARANA

This Intergovernmental Agreement is entered into by and between Pima County, a body politic and corporate of the State of Arizona (hereinafter "County"), and the Town of Marana, Pima County, Arizona (hereinafter "Marana") a municipal corporation of the State of Arizona pursuant to Arizona Revised Statutes (A.R.S.) § 11-951, *et seq*.

RECITALS

A. County and Marana have statutory authority to enter into intergovernmental agreements for joint and cooperative action pursuant to A.R.S. § 11-952.

B. County has the authority under A.R.S. § 11-251(4) to layout, maintain, control and manage public roads within the County.

C. The parties acknowledge that the installation of emergency vehicle preemption (EVP) equipment at signalized intersections has been shown to have the potential to improve emergency vehicle response times and expediency through signalized intersections under certain circumstances.

D. County and Marana have determined that the installation, operations and maintenance of EVP equipment on applicable County maintained traffic signals and Marana emergency response vehicles is done in the interest of enhancing public safety.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

1. Purpose: The purpose of this Agreement is to provide for the installation, operation and maintenance of EVP equipment on specified and applicable County-maintained traffic signals and related applicable and authorized activation equipment on Marana's emergency response vehicles that will be responding to official emergency calls within Pima County.

2. Term/Extension/Termination: This Agreement shall become effective as of the signature date of the last party to sign this Agreement and shall remain in effect for a period of ten (10) years from the effective date, unless terminated or otherwise modified in writing by amendment signed by both parties.

a) A party may terminate this Agreement for material breach of the Agreement by the other party. Prior to any termination under this paragraph, the party allegedly in default shall be given written notice by the other party of the nature of the alleged default. The party said to be in default shall have forty-five days to cure the default. If the default is not cured within that time, the other party may terminate this Agreement. Any such termination shall not relieve either party from liabilities or costs already incurred under this Agreement.

b) This Agreement may be canceled if for any reason the Pima County Board of Supervisors or the Marana Town Council does not appropriate funds for the stated purpose of this Agreement. In the event of such cancellation, neither party shall have any obligation to the other under this Agreement.

3. Marana's Responsibilities: Marana, or Marana's agent, consultant or contractor, shall:

a) Purchase, install and maintain EVP emitters in any of Marana's emergency vehicles that Marana determines should have the ability to automatically terminate the normal operations of those County-maintained traffic signals included in County's preemption program as set forth in paragraph 4 below, within the priority and routine prescribed by Pima County, upon arrival of the emergency vehicle at the traffic signal. For those vehicles that Marana determines should have the ability to terminate the normal operations of County-maintained traffic signals, Marana shall install EVP equipment compatible with existing County EVP equipment. Marana shall install all preemption emitters installed pursuant to this Agreement in accordance with the manufacturer's instructions. Marana does acknowledge and understand that the time a preempted signal takes to actually respond, in terms of providing a green indication to the preempting emergency vehicle, can vary based on the normal operational control requirements at that signal, where that signal is within that sequence of control at the time the signal is preempted, and what the priority is for that sequence as it relates to the preemption. Additionally it may be possible that the signal has already been preempted by another emergency vehicle.

b) Maintain an accurate inventory of applicable emergency response vehicles equipped with preemption emitters and provide County written notice within three (3) working days of any change in the status of any vehicle equipped with, or intended to be equipped with, preemption emitter equipment pursuant to this Agreement. Marana shall provide a copy of the inventory and all notices of changes to the County Traffic Signal Supervisor.

c) Use preemption equipment only when performing official Code 3 responses (emergency lights and sirens activated) where traffic signal preemption is appropriate and instruct all operators of Marana's emergency vehicles equipped with preemption emitters of this requirement on a regular basis.

d) Train all vehicle operators in accordance with nationally recognized fire industry standards (NFPA 1002) on the safe operation and characteristics of emergency vehicle preemption systems as applied and used in the field by the applicable jurisdictions and the site specific parameters of the signal(s) being preempted.

e) Take appropriate administrative and disciplinary measures against any operator that violates preemption use procedures.

f) Designate a Marana official or employee to be the official liaison with County and to be responsible for instruction and administering rules to the operators of EVP equipment.

4. County's Responsibilities: County, or County's agent, consultant or contractor, shall:

a) Install and maintain preemption equipment and detectors at those County signalized intersections selected by County. In the selection of the intersections to be equipped with preemption equipment, County shall consider those intersections specifically requested by Marana to be included in County's preemption program.

b) Install and maintain beacons at signalized intersections equipped with EVP equipment that will indicate when a traffic signal has been preempted by an emergency vehicle.

c) Assign encoding to individual emitters purchased by Marana.

d) Maintain records of preemption activities recorded by traffic signal controllers at intersections per the ability and parameters of the equipment to keep such records.

e) Designate an official to represent County for purposes of resolving issues, changes and regular business related to the operation of the EVP equipment.

f) Coordinate and maintain the use of common preemption equipment settings through the Pima County Signal Supervisor.

5. Ownership of Materials, Equipment and Appurtenances. All materials, equipment and appurtenances installed under this Agreement on emergency vehicles shall remain the property of Marana or its contractor as mutually agreed upon between Marana and contractor. All materials, equipment and appurtenances installed under this Agreement as part of County facilities shall remain the property of County.

6. Default. In the event of any default or other non-performance of any term or provision of this Agreement, the non-defaulting party shall be entitled to all remedies at law or in equity, including the right to enforce this Agreement by action for specific performance or to file an action for damages including attorneys' fees, which rights and remedies shall be cumulative and not exclusive.

7. Indemnification: To the fullest extent permitted by law, each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party, its officers, officials, emplyees, agents, volunteers, successors, and assigns (as "Indemnitees") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitees, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, volunteers, successors, or assigns, provided

however, that the Indemnitor shall have no obligation to indemnify the Indemnitee for the Indemnitee's passive negligence.

In addition, Marana shall cause its contractor(s) and subcontractors, IF ANY, to indemnify, defend, save and hold harmless Pima County, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Marana's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

8. Insurance. When requested, a party shall provide the other party with proof of its workers' compensation, automobile, accident, property damage, and liability coverage or program of self-insurance

9. Workers' Compensation. For purposes of Workers' Compensation, an employee of a party to this Agreement who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of, another party pursuant to this specific Agreement, is deemed to be an employee of both parties, as provided in A.R.S. § 23-1022(D). The primary employer of such employee shall be solely liable for payment of Workers' Compensation benefits for the purposes of this paragraph. Each party shall comply with the notice provisions of A.R.S. § 23-1022(E).

10. Notices. Any notice to be given or served (and any election to be made or delivered) upon any party hereto in connection with this Agreement must be in writing and shall be deemed to have been given and received (or made and delivered) within three (3) business days after a certified or registered letter containing such notice (or selection), properly addressed, with postage prepaid, is deposited in the United States mail; and, if given otherwise than by registered or certified mail, it shall be deemed to have been given (or made) when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at the following addresses:

COUNTY: Director
Pima County Department of Transportation
201 North Stone Avenue, 4th Floor
Tucson, AZ 85701

Technical questions and reports of equipment failure or malfunction should be referred to:

Traffic Signals and Lighting Section
Traffic Engineering Division
Pima County Dept. of Transportation
1313 S. Mission Road, Building #28
Tucson, Arizona 85713

MARANA: Chief of Police
Marana Police Department
11555 W. Civic Center Drive
Marana, AZ 85653

NOTE: Either party may, by written notice to the other party, designate another address or person for receipt of notices hereunder.

11. Mailing effective. All notices, filings, consents, approvals and communications given by mail shall be deemed delivered upon receipt or 72 hours following deposit in the U.S. Mail, postage prepaid and addressed as set forth above, whichever occurs first.

12. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by either party of a breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

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

14. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

15. Entire Agreement. This Agreement, together with all exhibits and attachments identified herein, constitute the entire agreement between the parties, and all prior and contemporaneous agreements, representations and understandings of the parties, both written and oral, concerning the subject matter of this Agreement are superceded and merged in this Agreement.

16. Amendment. This Agreement shall not be modified, amended, altered or changed except by written amendment signed by both parties.

17. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Arizona, and as such, this Agreement is subject to the provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2017.

MARANA:

TOWN OF MARANA, an Arizona municipal corporation

By:_____
Ed Honea, Mayor

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

COUNTY:

PIMA COUNTY, a body politic and corporate of the State of Arizona

By: Sharon Bronson
Sharon Bronson, Chair

ATTEST:

Castañeda
Clerk of the Board

Recommended to the Board:

PSCon
Priscilla Cornelio, P.E., Director
Pima County Dept. of Transportation

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and Marana has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party represented by the him/her.

Pima County:

3/10/2017
Deputy County Attorney Date
ANDREW FLAGG

Marana:

4/28/17
Attorney for Marana Date

Council-Regular Meeting **C5**

Meeting Date: 05/16/2017

To: Mayor and Council

Submitted For: Keith Brann, Town Engineer

From: Gus Myers, Engineering Technician

Date: May 16, 2017

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2017-043: Relating to Development; accepting for maintenance certain public sewer improvements serving the Chevron Marana Fuel Station at the southeast corner of Sandario Road and Marana Road.

Discussion:

This resolution will accept for maintenance certain public sewer improvements serving the Chevron Marana Fuel Station with an estimated value of $58,775, including 331 linear feet of sanitary sewer line and three manholes.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2017-043, accepting certain public sewer improvements serving Chevron Marana Fuel Station.

Suggested Motion:

I move to adopt Resolution No. 2017-043, accepting for maintenance certain public sewer improvements serving Chevron Marana Fuel Station.

Attachments

Resolution No. 2017-043
Location Map

MARANA RESOLUTION NO. 2017-043

RELATING TO DEVELOPMENT; ACCEPTING FOR MAINTENANCE CERTAIN PUBLIC SEWER IMPROVEMENTS SERVING CHEVRON MARANA FUEL STATION AT THE SOUTHEAST CORNER OF SANDARIO ROAD AND MARANA ROAD

WHEREAS Chevron Marana Fuel Station is located on an approximately 1.47 acre parcel of land located at the southeast corner of Sandario Road and Marana Road; and

WHEREAS Jacksons Food Stores, Inc. has completed certain public sewer improvements acceptable to Town standards as required to serve the Chevron Marana Fuel Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA that the Town accepts for maintenance public sewer improvements with an estimated value of $58,775, including approximately 331 linear feet of sewer main and three manholes, as depicted in the 3-page set of approved engineering plans prepared by the engineering firm Atherton Engineering under job number 15-22 entitled "Chevron Marana Fuel Station Public Sewer Plan ENG1611-002" dated 14 December 2016.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of May, 2017.

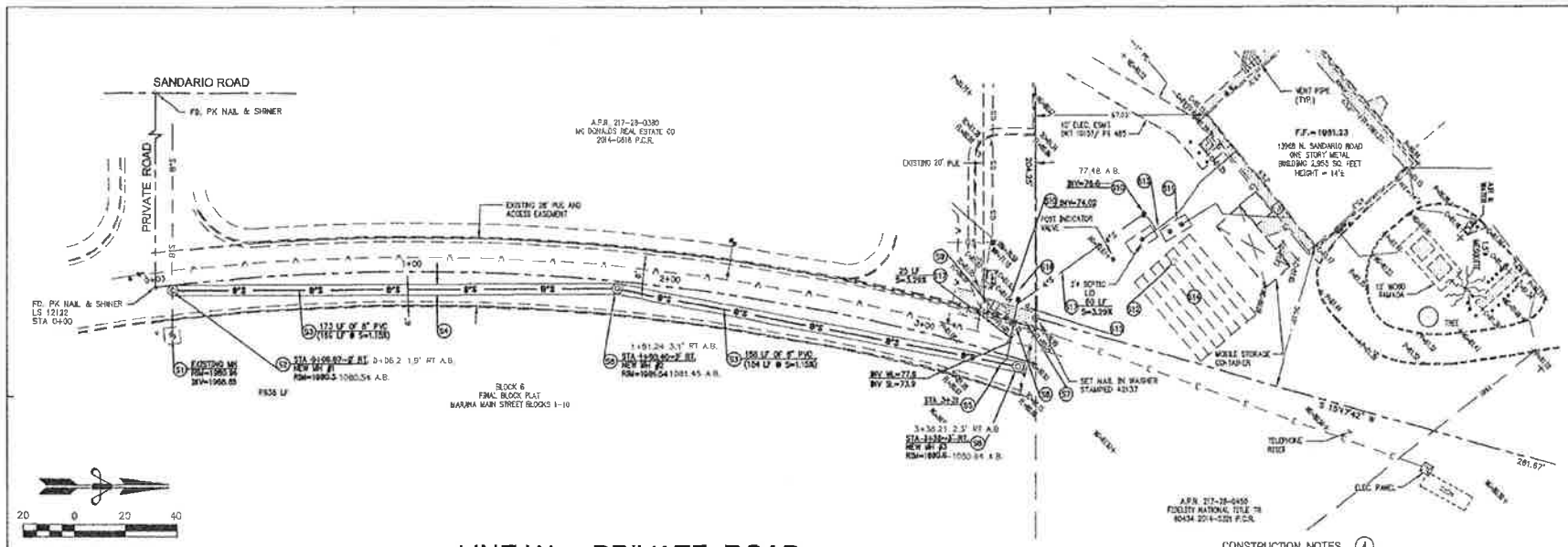
Mayor Ed Honea

ATTEST:

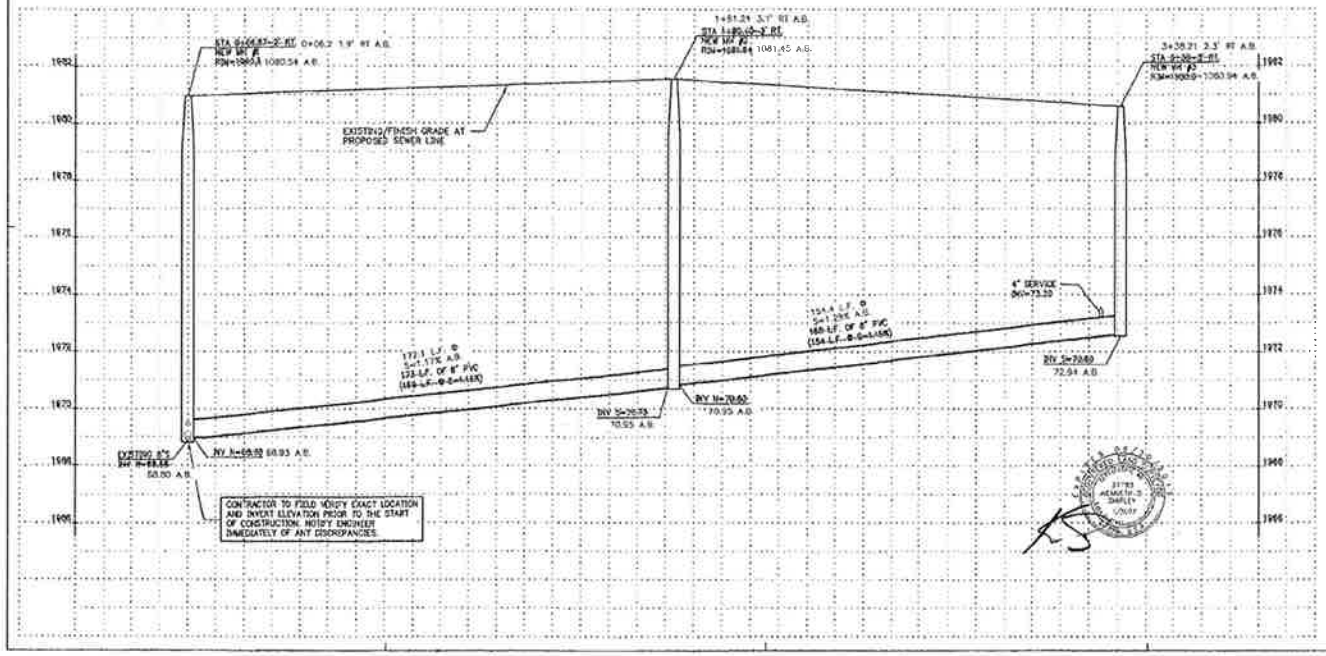
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney



LINE 'A' - PRIVATE ROAD



CONSTRUCTION NOTES

PUBLIC

S1 EXISTING MANHOLE AND VENT ASSEMBLY, ENSURE NO DAMAGE.

S2 CONSTRUCT NEW 4 FOOT DIAMETER MANHOLE ON EXISTING SEWER LINE PER RWRD STANDARD DETAIL 303. INSTALL 24" WATER TIGHT FRAME & COVER PER DETAIL AS SHOWN ON SHEET C-2.

S3 INSTALL 8" PVC (SDR-35) SEWER LINE, SLOPE AND LENGTH PER PLAN. TRENCH AND BACK FILL PER RWRD STD DETAIL 104 AS SHOWN ON SHEET C-2.

S4 SAWCUT TO A NEAT EDGE, REMOVE AND REPLACE A.C. PAVEMENT PER PIMA COUNTY STD DETAIL 216.

S5 CONSTRUCT NEW HCS CONNECTION TO SEWER LINE PER RWRD STD DETAIL 401.

S6 JACK UNDER EXISTING CONCRETE CURB, CONSTRUCT 1/2 SACK SLURRY BACK.

S7 SAWCUT TO A NEAT EDGE, BACK AT NEAREST JOINT. REMOVE AND REPLACE CONCRETE SIDEWALK PER PIMA COUNTY STD DETAIL 200.

S8 CONSTRUCT NEW 4 FOOT DIAMETER MANHOLE PER RWRD STANDARD DETAIL 205. INSTALL 24" WATER TIGHT FRAME & COVER PER DETAIL AS SHOWN ON SHEET C-2.

S9 EXISTING SIDEWALK RAMP TO REMAIN, ENSURE NO DAMAGE. ANY DAMAGE TO RAMP, TRUNCATED DOMES, CURB, GUTTER OR SIDEWALK, SHALL BE REMOVED AND REPLACED PER TOWN OF MARANA STANDARD DETAILS AT NO COST TO THE TOWN.

PRIVATE

S10 INSTALL TYPE I CLEANOUT PER RWRD DETAIL 404. MAXIMUM INTERVAL EQUALS 100-FEET.

S11 REMOVE ALL SEWAGE FROM EXISTING SEPTIC TANK AND TOP OF TANK; DISPOSE OF LEGALLY OFFSITE. PUNCH HOLE IN THE BOTTOM OF THE TANK. BACKFILL WITH ABC AND COMPACT. CUT AND PLUG EXISTING SEWER LINE TO ABANDONED TANK AND DISPOSAL FIELD. UPON COMPLETION, NOTIFY PIMA COUNTY DEPARTMENT OF ENVIRONMENTAL QUALITY PER R18-9-A309.

S12 REMOVE SEPTIC SYSTEM INSPECTION PORTS. BACKFILL AND COMPACT.

S13 AFTER ACCEPTANCE OF NEW SEWER LINE, TIE OVER EXISTING SERVICE LINE TO NEW 4" SERVICE LINE.

S14 EXISTING SEPTIC FIELD TO BE ABANDONED IN PLACE PER PIMA COUNTY ENVIRONMENTAL QUALITY STANDARDS.

S15 EXISTING SIGNS, ENSURE NO DAMAGE.

S16 RESTORE LANDSCAPE TO A CONDITION EQUAL TO THE CONDITION PRIOR TO THE START OF CONSTRUCTION.

S17 INSTALL 4" PVC (SDR-35) SEWER LINE AT SLOPE INDICATED. TRENCH, BACKFILL PER RWRD DETAIL 104, HCS INSTALLATION PER RWRD DETAIL 401.

ENG 1611-002

ATHERTON ENGINEERING, INC.
CIVIL ENGINEERS AND LAND SURVEYORS
1203 E. MEADOWBROOK AVE. PHOENIX, AZ 85014-4055
(602) 279-7331 • FAX (602) 230-1808

JOB NO. 15-22

esencia
1744 E. Mehlair Drive, Suite 200
Tempe, Arizona 85283
t. 480 - 755 - 0950

Project Manager	RBA
Drawn By	RLS
Reviewed By	RBA
Project Number	15052

STORE No: 813
CHEVRON MARANA FUEL STATION
NEW SEWER SERVICE
13960 N. SANDARIO ROAD
MARANA, ARIZONA 85653

Jacksons
JACKSONS FOOD STORES, INC.
3450 E COMMERCIAL COURT | MERIDIAN, ID 83642
ph 208.888.6061 | fx 208.888.3585
www.jacksons.com

Date	Issued for
12-14-2016	REVIEW

SEWER LINE PLAN & PROFILE

C-3

EXHIBIT A

Council-Regular Meeting **C6**

Meeting Date: 05/16/2017

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: May 16, 2017

Subject: Approval of April 25, 2017 Study Session Meeting Minutes (Jocelyn C. Bronson)

Attachments

Draft April 25, 2017 Study Session Meeting Minutes

MARANA TOWN COUNCIL
STUDY SESSION MEETING MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, April 25, 2017, at or after 6:00 PM

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

STUDY SESSION

CALL TO ORDER AND ROLL CALL: Mayor Honea called the meeting to order at 6:03 p.m. All Council Members were present.

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

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

CALL TO THE PUBLIC

DISCUSSION/DIRECTION/POSSIBLE ACTION

D1 Relating to Development; preview, discussion, and direction regarding the Gladden Farms II Development, including a review of the details of the development and discussion of changes that have been proposed by the developer, presented by Planning Director Ryan Mahoney.

Mr. Mahoney briefly reviewed the progression of the Gladden Farms II development. He explained that the Gladden Farms I and Gladden Farms II developments are bisected by a shared greenway. Mr. Mahoney reminded the Council that Gladden Farms II is 636 total acres. Also, he reminded the Council that it approved the specific plan and its amendments in 2006. Gladden

Farms II has a target density of 1,975 units, including 370 multi-family units. The overall density is four units per acre. Mr. Mahoney mentioned that Gladden Farms II is a mixed use development with zoning for commercial and professional use in addition to residential.

Mr. Mahoney summarized the project's procedural history noting the 2007 approval of the final block plat approval. He acknowledged that the pace of development slowed significantly after the recession, but the developer did receive approval in 2012 for the final plat for Blocks 35 and 39, as well as approval of a preliminary plat for Blocks 26 and 30. The developer is now requesting several amendments which reflective today's market conditions and to help generate renewed interest in the project. The proposals presented include, a realignment of Mike Etter Boulevard with a corresponding an amended block plat, and a reduction in lot size from SFD-8 to SFD-6 for Block 35. Also presented was the removal of the proposed private park in the center of the development and creating lighted soccer fields at the Heritage River Park instead.

Mr. Mahoney stated that realigning of Mike Etter Boulevard would avoid a major traffic collector in front of the proposed Northwest Hospital parcel. He further clarified that rezoning Block 35 to smaller lots would be more reflective of the lots sizes in Gladden Farms I, which Gladden Farms II Block 35 backs up to.

Regarding the remove of the proposed private park in the center of the development to the Heritage River Park, **Mr. Mahoney** explained that the developers would contribute $2 million towards the construction of this new public park. A small portion of the area previously designated for the park would be remain open to accommodate the underground gas line and the remaining portion of the original park site would be converted to housing lots. Mr. Mahoney assured the Council that Gladden Farms II would maintain a similar amount of green space in accordance with the layout of Gladden Farms I.

Expanding on the proposed lighted soccer park, **Mr. Mahoney** presented a rough concept of what the fields might look like. He noted that the soccer fields would also have shared trails that connect with the Loop and may include a dog park. Mr. Mahoney also presented a conceptual plan for a new pedestrian roundabout connecting the Postvale Trail that runs between Gladden Farms I and Gladden Farms II with the river connection trail. He noted that the proposed changes to this trail improve overall trail connectivity between the two different developments. Mr. Mahoney concluded his presentation.

Council Member Bowen asked if the presence of the gas line prevents the development of homes. **Mr. Mahoney** responded that the gas line prevents the construction of homes directly above the line for safety, but does not preclude the development of a park. He further clarified that planting of trees above the line is not possible, but the area required open space above the gas line is functional for recreation space as indicated by the conceptual drawing.

Council Member McGorray asked if Moore Road was still anticipated to cross over I-10. **Mr. Mahoney** stated that currently, Moore Road's realignment would not include a freeway interchange, but the Town is contemplating that possibility long-term. Council Member McGorray followed-up inquiring what the status regarding of the Northwest Hospital property. Mr. Mahoney commented that Northwest Hospital is currently working on two smaller projects in the Town, but there has not been movement on this particular proposed project.

Council Member Ziegler asked Mr. Mahoney to clarify the proposed location of the soccer park and if it would be a public park. **Mr. Mahoney** stated that the proposed soccer park would be public with lights and located in the southern tip of the Heritage River Park parcel, so it is still accessible the residents of Gladden Farms II. He also indicated that the development would continue to have pocket parks throughout the development just like Gladden Farms I.

Mayor Honea asked how many total acres is the approved private park in Gladden Farms II. **Mr. Mahoney** stated it is eight acres as currently plated. Mayor Honea stated that based on this presentation, the removal of the park would free up additional acres for SRF-6 development. Mr. Mahoney stated that was correct. The Mayor observed that most developments when complete do not end up building the max amount of units possible. Mayor Honea expressed some concerns with the alternative soccer park and worried that the $2 million contribution would not be enough to build the soccer fields and provide the necessary infrastructure to the park. Mayor Honea emphasized he did not oppose the development of a soccer park; he just wants additional information regarding cost before making a decision.

Also, **Mayor Honea** observed that other developments in Tucson, which offer 8,000 square foot lots have done very well and homeowners are pleased with the size. Mayor Honea asked Mr. Mahoney to clarify who determined that 6,000 square foot lots were the preferred lot size for this area. Mayor Honea further stated that if a developer wants a preferred lot size that is smaller, it must provide a comparable public amenity to make up for the decreased space available to homeowners.

Council Member Comerford reminded the Council that the location for the proposed soccer field is the same location the Council previously considered for the proposed arena, but then later abandoned due to the overall costs required to prep the land for infrastructure. **Mr. Mahoney** indicated that the soccer park footprint would be smaller than the proposed arena and would require less prep work than the arena.

Vice Mayor Post stated he is not as concerned about the change in lot size, but wondered how the park impact fees change with this proposed park swap. Vice President of Crown West Land Group, **Dean Wingert** responded that Gladden Farms I and Gladden Farms II have separate development agreements. Mr. Wingert acknowledged that the current specific plan for Gladden Farms II does not have a public park and therefore the Town would receive the full park impact fee from this development with every lot sold.

Vice Mayor Post wanted clarification regarding the $2 million dollar contribution towards the soccer park. **Mr. Wingert** stated that after reviewing the approved plan for Gladden Farms II, the park feature did not meet the needs of the community and was limited as a feature. After speaking with Town staff, Mr. Wingert's organization decided to shift its focus to address the need for lighted soccer fields by partnering with the Town and using land at the Heritage River Park area. The thinking was to use the budget devoted to the construction of the private park and shift those resources to a public park. Mr. Wingert stated this was only a concept and he did not have hard numbers of what would be a final the final cost or layout for the public park.

Vice Mayor Post wanted additional explanation about how the change in lot size is not an increase in total lots for the project. **Mr. Wingert** responded that yes changing the lot size would add additional lots on those blocks, but would not increase the total cap for lots in the

development. Mr. Wingert estimated that there would be additional single family homes, but the final development would be still be under the total cap of about 1,800 houses once completely built.

Mr. Wingert also reminded the Council that any funds it contributed to the construction of the public park would be eligible towards a credit against Gladden Farms II's park impact fees. **Vice Mayor Post** inquired that if they developed the private park instead of contributing funds towards the public park, then the Town would continue to receive the full park impact fee. Mr. Wingert acknowledged that the Vice Mayor was correct in his observation.

Mr. Wingert further explained that the requirement for open space remains intact and Gladden Farms II would still have private trails and pocket parks for residents similar to those built in Gladden Farms I. **Vice Mayor Post** wanted to know if there is a given number of pocket parks that will be built. Mr. Wingert did not have an estimate of the total number of parks, but indicated there would be a higher ratio than the Town's general requirement once developers account for drainage accommodations and other active recreational purposes areas.

Vice Mayor Post asked Mr. Wingert the location of the multi-family use blocks. **Mr. Wingert** responded that the area along Tangerine Road, which is bisected by the El Paso gas easement, is designated for multi-family use. However, Mr. Wingert pointed out that if that type of development occurs, it is subject to the market. He reported that they have not received any interest in the area for that use, as of yet.

Council Member Ziegler asked why the change from SFR-8 to SFR-6 zoning. **Mr. Wingert** responded that the recession caused a slowdown in development thus making it difficult to sell that parcel due to its current zoning size. Mr. Wingert further stated that home developers have indicated that the home buying public values recreational open space more than backyard space. He reminded the Council that this proposed zoning change only applies to one parcel and the boundary line would still limit Block 35 to seven lots backing up to the houses in Gladden Farms I.

Council Member Ziegler asked for clarification on which entity is responsible for maintaining the soccer park, and its amenities. Mr. Wingert responded that the Gladden Farms II Community Facility District does not contribute to the maintenance of public park facilities.

Vice Mayor Post queried if the reduced lot size impacts the layout of the house on the lot. **Mr. Wingert** noted that when discussing a 6,000 square foot lot size that is only the minimum size. He further explained that the final development's lot sizes would vary once you take into account the curvature of the streets, drainage culverts, and other features. The average lot size can be larger than the minimum allowed lot size.

Vice Mayor Post also asked Mr. Wingert if the $2 million contribution towards the public park still includes the Town's collection of the park impact fee. **Mr. Wingert** indicated the proposed project was not at a stage ready for detailed negotiations regarding financing obligations. He emphasized the proposed revisions to Gladden Farms II require a great deal of planning work to move forward. Some of the major planning issues that need to be addressed included amending the current specific plan, the development agreement, the master block plat, road alignments, and specific zoning changes to Block 35. Mr. Wingert emphasized that they are trying to incorperate

lessons learned during Gladden Farms I's development and respond to market changes from the recession to ensure the success of Gladden Farms II.

Returning to financing, **Vice Mayor Post** asked how the Community Facility District (CFD) interacts with the development of streets. **Mr. Wingert** responded that the CFD formed for Gladden Farms II has not issued any debt, but does issue a property tax. The CFD has collected minimal money since its inception in 2007. Vice Mayor Post asked if the Gladden Farms I CFD financed the improvements to Tangerine Farms Road. Mr. Wingert stated that Tangerine Farms Road is part of a different improvement district, which Gladden Farms I and II are both major participants, but also includes other developments along the route of the improvement district.

Vice Mayor Posted asked if the proposed $2 million contribution towards a public park would come from the CFD for Gladden Farms II. **Mr. Wingert** replied that the district does not have funds. He explained that the park contribution would be developer funded, with the possibility of a refund through the CFD once it generated revenue or the developer can use the contribution as a credit against the park impact fees.

Council Member Kai inquired if the central park in Gladden Farms II where removed, where would the additional pocket parks be located for residents to enjoy open space amenities. **Mr. Wingert** stated that they intend to have pocket parks in the major green space as depicted in the conceptual drawing presented to the Council, which would also include the remaining two acres from the original proposed park site that runs over the gas line.

Mayor Honea disagreed with Mr. Wingert's assessment that SFR-8 zoning "is obsolete", commenting that the residents he has spoken with dislike the small lot sizes and limited backyard space. Mayor Honea asked if there is an issue with SFR-7 lot size. **Mr. Wingert** indicated they have not had any issues with that particular sizing of lots. Mr. Wingert suggested that with the removal of the private park in the center of Block 31 and Block 33 those lots could have a mix of SFR-6 and SFR-7 lot sizes. He did agree that by changing the zoning of Block 35 to SFR-6 the project becomes heavy with the smaller lot sizes and does lack some diversity.

Mayor Honea expressed his concerns that there was little diversity of lot size in Gladden Farms II as compared with Gladden Farms I. **Mr. Wingert** acknowledged that in the early phases of Gladden Farms I there were several parcels that were sold and successfully built with SFR-8 zoning, but since the recession, he has not been able to successfully sell that lot designation.

Mayor Honea stated that he wants this project to happen, but he worries about constructing the soccer fields and their ultimate cost to the Town. He is concerned that the proposed location for the soccer field requires substantial prep work before starting construction of any park facility. Mayor Honea wants more due diligence related to cost before any park construction is proposed for that area of the Heritage River Park. Mayor Honea acknowledged that even with the developer contribution of the $2 million towards a park, Mr. Wingert's group will recoup their costs plus interest based on the structure of the CFD and impact fees. He also noted that with the private park gone, that area will provide additional lots for homes increasing the total revenue generated by the development. Mayor Honea is concerned about the tax payers building an amenity for Gladden Farms II and not receiving full benefit of the amenity.

Mr. Wingert pointed out that they are not looking to increase the overall unit cap of lots. He noted that the remaining two acres of the land would still be dedicated to a private park for residents. Mr. Wingert further stated that the intent is not to burden the Town, but to assist with funding an improvement for which the Town was already planning to do. Mr. Wingert noted that it was not their intent to duplicate efforts of the Town, but to complement those efforts. He also stressed that any contribution towards to the public park is eligible for a standard refund/credit as with past developments.

Council Member Ziegler commented that constructing a soccer park would address the Council's vision of providing additional recreation facilities in the Heritage River Park to complement the Splash Pad. **Council Member Post** also expressed support for the construction of some type of sport fields in the Heritage River Park. Transitioning slightly, Council Member Post also noted that there are advantages to slightly smaller lots when helping to maintain infrastructure costs.

Mayor Honea thanked Mr. Wingert for his presentation.

D2 Relating to Budget; review, discussion, consideration, and direction to staff regarding the fiscal year 2017-2018 Manager's recommended operating budgets for the General Fund, Bed Tax Fund, Highway User Revenue Fund, Water Operating Fund, Wastewater Operating Fund, and the Airport Operating Fund presented by Town Manager Gilbert Davidson and Finance Director Erik Montague.

Mr. Davidson started his presentation by acknowledging that the budget is the primary policy document which sets the course for the Town's activities. He reported that staff incorporated a variety of information sources to develop the budget and worked to identify areas of investment by building on ideas in the upcoming revised Strategic Plan recognized as future priorities. Mr. Davidson acknowledged that the proposed budget is a reflection of the Town's rapid growth.

Mr. Davidson also took a moment to highlight some the Town's previous fiscal year accomplishments. He emphasized the Town's cultural values, dedicated service, respect, teamwork, and engaged innovation. Mr. Davidson explained the Town's main purpose is to serve the residents and businesses of Marana and work towards making their lives better. Other accomplishments Mr. Davidson itemized included recognition as a top 10 Digital City, named All-American City Finalist for the second year in a row, and the launch of the Project Ina App to help engage with businesses during the construction. Also, he noted the completion of several master plans to help position Marana for strategic growth in the years to come. Mr. Davidson closed his opening remarks by affirming that Marana's continued growth was a reflection of the Town's overall quality of life due in large part of the efforts of staff to provide quality service.

Mr. Montague addressed the Council by describing the State of Arizona's current economic health and explaining its impact on Marana's overall financial stability. He presented a chart depicting steady growth across the State. Estimates were based on the most recent numbers provided by the legislature using a variety of economic models to determine growth in the upcoming year. Mr. Montague also noted that the State Budget is still under consideration. Some of the baseline information filtering from the Joint Legislative Budget Committee appears to show some consensus towards adopting a structurally balanced budget. The current State

estimates include a surplus for future years. He did caution that there are still many moving parts in the legislative process and things are subject to change.

Mr. Montague noted only slight increase in the U.S. Consumer Confidence Index and moderate increases in the U.S. Consumer Price Index. He transitioned to unemployment data acknowledging Arizona's overall rate as 4.6 percent, the Pima County region as 4.4 percent, and Marana's unemployment rate as 3.5 percent. Mr. Montague briefly touched on the median single family home price as $193,000 for the region that indicates a 9 percent increase.

Mr. Montague transitioned his presentation to the Town's estimated sales tax revenue with projections that indicate a 6.9 percent increase or about $1.7 million total. He stated the figures account for revenue generated from current projects and projects expected to come on-line at the end of this calendar year, such as the Top Golf facility. Mr. Montague stated that these are very conservative estimates that are in-line with the Town's consistently conservative budget approach. He stressed that for the next 18 to 24 months the Town has several infrastructure projects occurring simultaneously reflected in the budget as one-time expenditures.

Moving to state shared revenues, **Mr. Montague** noted that this is one of the smallest projections with only a 2.9 percent increase. He explained these revenue projections are estimates based on census data supplied by the State to municipalities. He acknowledged that after the State releases the actual numbers in May, these projections might change slightly. Mr. Montague also mentioned that the State economy must continue to grow and Marana must outpace growth of other jurisdictions in the region to receive a larger portion of the state shared revenue.

Mr. Montague continued his review of revenue projections with the licenses, fees, and permits. He indicated this is the third leg of the revenue stool and provides the main support to the General Fund. Mr. Montague reminded the Council these internal projections are based on the actuals of the previous year. The Single Family Residential permits for the current year are budgeted for 550. Mr. Montague explained at the end of this year the total number of permits issued will be north of 600. Therefore, the FY2018 projections show a moderate increase in revenue due to SFR permits reflecting a probability of 625 permits issued.

Mr. Montague directed Council to the budget summary letter provided in the agenda packet for a more detailed picture of expenditures. However, he did review some of the major revenue and expenditures of the proposed budget. Among major changes included are a 7.0 percent increase in personnel and benefits costs and also a 9.7 percent increase in General Fund transfers for the new police facility related site improvements. He reminded the Council that the previously presented estimates for state shared revenues are subject to change with the release of the final numbers in May.

Deviling deeper into the expenditure summary, **Mr. Montague** noted that the General Fund is absorbing a larger portion of personnel costs, which were previously covered by HURF funds. However, the Town decided a more efficient use of HURF funds was to direct the totality of those dollars towards street maintenance only and exclude personnel costs. Mr. Montague also provided the Council a supplemental budget summary for the newly created animal services division that documented possible revenue projections and anticipated operating costs of roughly $230,000.

Moving on to the Capital Improvement budget, **Mr. Montague** clarified that major one-time investment figures were not loaded into the budget, but were currently in a holding pattern until a formal decision is made. The identified asked/need projects were compared with their possible impact on the reserves. The identified need projects include FY18 $335,000 and FY19 $500,000 for an additional splash pad at the Crossroads Silverbell Park, $220,000 renovations towards the Ora May Pool, $230,000 for a drainage study for Northwest Marana, and $240,000 for electrical upgrades to Marana Main Street. Mr. Montague explained the funding for these projects would be dependent on the final cost estimates from the Capital Improvement department and an expected timeline.

Mr. Montague identified several FY2017 projects that still have carryover costs from the reserve fund to the new proposed budget, which included costs related to the police facility infrastructure and revisions to the Land Development Code. He noted that if the proposed projects are approved, their funding would draw from the reserves and impact its total balance. Mr. Montague also explained that the Airport has received an intra-fund loan from the General Fund to cover unexpected facility expenses over the years. After accounting for all the reserve's intended purposes, there remains an unassigned portion that can be used for future appropriations. Mr. Montague did underline the need to mindfully use any unassigned funds.

Receiving no questions from the Council regarding the proposed projects or costs, **Mr. Montague** transitioned his presentation to the impact on the reserves. He again highlighted the target policy of establishing a 25 percent reserve threshold. Mr. Montague noted that it is very important for the community's overall financial health because it provides capacity for major unanticipated events, and also helps to maintain the town's overall credit rating.

Mr. Montague reviewed the Bed Tax fund, highlighting an increased trend in occupancy rates. He also reminded the Council that a portion of the bed tax revenues are used to support the Town's tourism efforts and proposed expenditures for the fiscal year include a new customer service clerk position dedicated to the Discover Marana website and other tourism functions.

Mr. Montague's high-level summary of the Highway User Revenue Fund (HURF) noted a decrease in personnel expenditures because those funding obligations were moved to the General Fund. However, the HURF fund will have some capital outlay expenses to replace aging equipment for street maintenance.

Keeping on the theme of infrastructure maintenance, **Mr. Montague** reviewed the Water Fund operating budget noting revenue increases of 15 percent due to a combination of new customer account and recent rate and fee changes. On the expenditure side, Mr. Montague explained the 35.7 percent increase for the continuation of a water tank and reservoir prevention program and up-grades to an existing well-site. He noted that a 23.8 percent increase related to operating equipment directly correlated to the increasing costs the utility pays to the General Fund. The Wastewater operating budget's revenue projections show a 12.7 percent increase reflecting a combination of customer account growth within the existing service area, as well as new customers in Saguaro Bloom. The Wastewater expenditures reflect a 40.7 percent increase due primarily to anticipated increases in electrical usage from the plant upgrade and the budgeted debt service for the purchase of the plant and its expansion. Mr. Montague noted there may be a general fund contribution as early as next year to mitigate some of the debt service, but that was accounted for in the contingency fund.

Finally, **Mr. Montague** concluded his portion of the budget presentation by reviewing the Airport fund's operating budget summary. He stated there were no major changes and only minor increases from lease and other miscellaneous revenues. Mr. Montague did note there are anticipated expenditures from maintenance projects, such as replacing the security gate motor, generator rehab, and a required rebuild of a fuel pump. He did point out that the general fund will be providing an on-going $15,000 subsidy to cover operating deficiencies until such time as the Airport is able to generate revenue to meet its operating needs and infrastructure obligations. Currently, the Airport owes the general fund $2.3 million for intra-fund transfers.

Mr. Davidson returned to discuss the FY2017-2018 investment plan. He reminded the Council that the Town attempts to balance funding obligations among various strategic positions to complement the Town's long term objectives, fund required resources, and continue investment in current employees.

Expanding on the investments in personnel, **Mr. Davidson** transitioned to the proposed compensation adjustments for FY2018, which includes a pay adjustment of 3.0 percent based on performance and subject to eligibility. He explained that the criteria remain unchanged from last year and employees without any disciplinary action will be eligible for this year's pay adjustment. Mr. Davidson also discussed other pay and benefits that include increased contribution levels towards the Public Safety Retirement fund.

Although no elements of the Town's self-funded insurance plan will change, given market conditions the cost of the plan required moderate increase. **Mr. Davidson** directed the Council's attention to the increase in the worker's compensation explaining the past year saw some costly claims. He reassured the Council that the Human Resources department and the Safety and Emergency manager are working to ensure employees operate safely to reduce future worker compensation claims. Mr. Davidson concluded his overview of employee investment reporting the inclusion of an additional $21,026 for employee training on top of the standard included training budget. Additional training is aimed for supervisor training and other targeted training opportunities for critical positions.

Moving to proposed expenses in resources and tools, **Mr. Davidson** noted an increased cost for vehicle replacement as part of the Town's on-going efforts to maintain the fleet's functionality. He also mentioned additional investments in technology with scheduled expenses related to upgrades in the council chambers and MMC conference room, as well as investments in the Town's serve and network, and finally increased costs for storage of the police body camera video.

Mr. Davidson noted additional expenditures in facilities investments that include on-going maintenance with buildings and parks. He explained that investments made in the supplies and equipment area anticipates the transformation of the Police Department's former offices at the MMC for general town use. Mr. Davidson specifically discussed capital investments for fleet related equipment to convert the MMC sally port to a single car garage facility to address maintenance needs of fleet vehicles assigned to the MMC.

Moving forward with his presentation regarding investments in Strategic Positions, **Mr. Davidson** reported the proposed budget includes eight new additional positions. He noted the

additional customer service clerk dedicated to marketing and tourism has split funding from the General Fund and the Bed Tax fund. This position will assist with tourism functions and also with parks and recreation. An additional document clerk will provide needed support for the Town's real property functions. Mr. Davidson indicated the addition of two police officers would help keep pace with population growth. Also, two additional positions in Public Works would assist with road/landscaping and fleet maintenance for police vehicles. The water fund would support two additional operators for water and wastewater.

Mr. Davidson concluded his presentation by reminding the Council the tentative budget is scheduled for May16, 2017 and its adoption will lock in the spending cap for the year. The final budget is schedule for approval on June 20, 2017.

Council Member Bowen asked Mr. Montague to clarify his revenue projections for the sales tax and if they included sales from the newly open retail stores in Arizona Pavilions. **Mr. Montague** confirmed that the estimate used sales tax data from retail establishments opened during the previous fiscal year and those establishments expected to open in the near future.

Council Member Bowen also asked how the proposed budget addresses the shortfall within the Public Safety Retirement fund. **Mr. Montague** responded that the Town is not deferring the costs up-front, but is incorporates the full costs up front. There are also additional strategies the Town is employing to address the Public Safety Retirement fund short-fall, which include continued participation in the DROP program for police officers. Mr. Montague also briefly explained the tactic of pay advances to an outside investment group that is able to generate better returns on investments for the retirement fund than would otherwise be possible in the municipal pool. Council Member Bowen thanked Mr. Montague for his work on the budget.

Council Member Ziegler asked Mr. Davidson how many employees are at the airport. **Mr. Davidson** responded that there are three employees assigned to the airport, the director, a senior maintenance position, and a support maintenance position.

Council Member Ziegler pivoted her next comment to PCWIN (Pima County Wireless Integrated Network) and asked if the proposed budget reflected any expenditure to upgrade police equipment, specifically the purchase of new radios. **Mr. Davidson** responded that this proposed budget does reflect the capacity to participate in PCWIN, but the Council will need to approve an Intergovernmental Agreement clearly defining the Town's participation responsibilities in the network. He noted that Town's participation would be approximately 11 radios. Mr. Davidson indicated that there are no upgrades necessary for this fiscal year, but the next budget cycle may include additional expenditures if the Council chooses to fully participate with PCWIN. Council Member Ziegler stated taht she supports participation with PCWIN to ensure consistent communication with other public safety agencies in the region.

Mayor Honea asked about the formal estimate used to determine the state shared revenue because he thought it was smaller than he would have expected given Marana's continued population growth. **Mr. Montague** clarified that the State relies on total population to determine each jurisdictions share of revenue. He also noted that the State does not delay disbursement of collected shared revenue, except for funds collected via income tax. He noted that shared revenue is determined by a mathematical formal based on growth. For the Town to receive a larger share of the revenue, it must grow faster than other jurisdictions in the region. Mr.

Montague mentioned that this formula was recently changed due to an appeal by two larger jurisdictions in Maricopa County. With this mid-year formula adjustment, Mr. Montague expects the Town will collect at or slightly below the estimated share revenue figure once the final numbers are released. He emphasized that the Town's actual growth will be dependent upon the State's economy and how the Town grows in comparison to other jurisdictions in Pima County.

Vice Mayor Post asked how the collection of sales tax revenue from internet sales is going in light of the declining sales of brick and mortar retail store fronts. **Mr. Montague** acknowledged that efforts to collect sales tax from internet sales were not going well. He indicated that some on-line retailers are starting to incorporate self-collection and reporting of sales taxes. Mr. Montague noted that some of the changes at the State include streamlining internet sales taxes, both there have not been any significant gains. He noted that the individual efforts of larger retailers, such as Home Depot and Best Buy, self-report sales tax to the jurisdictions in which they operate brick and mortar.

Vice Mayor Post commented that smaller on-line retail sales would not collect jurisdictional sales tax. **Mr. Montague** said that not within the foreseeable future would smaller those on-line sales be subject to sales tax. He explained that changes to the current collection operations would require some type of political intervention at a federal level because Marana lacks the nexus to enforce remittance of sales tax revenues from business without physical brick and mortar stores in Arizona or Marana.

Vice Mayor Post asked if the Town was losing a great deal of sales tax revenue from internet sales. **Mr. Montague** estimated that the Arizona as a whole is likely losing out on millions of dollars from out of state internet merchandise sales. As an example, vehicles bought out of state and brought back to Arizona require registration and therefore the Arizona Department of Revenue is able to identify the "use tax" owed on that vehicle. However, Mr. Montague noted that many more out of state sales occur for which there is no method to track sales tax. He emphasized that the sales tax collected in Marana is considerably higher than other jurisdictions, but the Town is still losing considerable sales revenue from internet sales.

Council Member Kai questioned the Airport's operating deficiencies and its accumulated $2.3 million debt over the years. He wondered if the Town had a plan to recoup that money, asking if there were some revenue sources from fees or the State that will address this shortfall. Council Member Kai more specifically inquired where the money is going that supports the Airport's operations. **Mr. Davidson** responded that the number due from the Airport to the General Fund occurred over several years from various infrastructure investments. He acknowledged that the actual business operation does not currently generate self-sustaining revenue. Mr. Davidson explained that the Airport's current FBO lease was inherited, but the Town is re-negotiating the terms of the lease and will present something to Council at a future meeting.

Mr. Davidson reminded the Council that their recent adoption of the Airport Master Plan and Business Plan is aimed at generating future revenue by encouraging destination traveling. **Council Member Kai** commented that the Town owns 80 to 90 acres of land near the Airport and perhaps that can be used to help generate some revenue. Mr. Davidson agreed that the land has flexible uses because it is outside of the Airport fence line and does not necessarily have to be aviation related. Council Member Kai affirmed that the intra-fund loan of $2.3 million is rather large to be "hanging over our heads." Mr. Davidson acknowledged that it was a large

number, and may not be repaid in the near future. He stressed that any efforts the Town can make to grow the Airport will help to reduce its dependence on the General Fund.

Related to the Airport operations, **Council Member Ziegler** asked if the up-coming vendor air show will generate revenue for the Town. **Mr. Davidson** stated this if the first year the airport is hosting the vendor show and any revenue generated will depend on the number of people who fly in and purchase fuel from the Town. He theorized that this private vendor show could grow into something bigger and have future revenue generation potential if nurtured.

Council Member Kai returned to the discussion of the Airport's FBO lease and asked what the current cost of the lease is. **Mr. Montague** responded that the total lease revenue for the FBO is a little over $200,000.

Mr. Davidson asked if there were any additional questions regarding the proposed budget. The information presented is what will be presented in the tentative budget. Mr. Davidson assured the Council that if there were any changes before the adoption of the tentative budget staff would provide an explanation. The Council did not pose any objections to the proposed budget.

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

ADJOURNMENT ***Motion to adjourn at 8:13 p.m. by Vice Mayor Post, second by Council Member Bowen. Passed unanimously.***

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the study session/presentation of the Marana Town Council meeting held on April 25, 2017. I further certify that a quorum was present.

_____

Hilary H. Hiser, Deputy Town Clerk

DRAFT

Council-Regular Meeting **C7**

Meeting Date: 05/16/2017

To: Mayor and Council

Submitted For: John Kmiec, Utilities Director

From: Frank Cassidy, Town Attorney

Date: May 16, 2017

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:
Initiative 24: Continually seek and evaluate new water resources to increase the Town's water portfolio

Subject: Resolution No. 2017-044: Relating to Utilities; approving and authorizing the Mayor to sign Amendment No. 1 to the Agreement for Tucson Area Reliability (John Kmiec)

Discussion:

The Town of Marana is a party to the January 4, 2011 Agreement for Tucson Area Reliability, along with Central Arizona Water Conservation District (CAWCD), the City of Tucson, Flowing Wells Irrigation District, Metropolitan Domestic Water Improvement District, and the Town of Oro Valley. The Reliability Agreement calls for CAWCD to dedicate $6.0 million in funding for firming the Central Arizona Project Municipal and Industrial (CAP M&I) entitlements of water providers in the Tucson Active Management Area (AMA), increasing the available underground storage capacity in the Tucson AMA, or other purposes consistent with the Reliability Agreement.

Amendment No. 1 to the Reliability Agreement now presented for consideration specifies the projects that will be eligible for the $6.0 million in funding. If approved, it will provide $2.4 million in funding to develop and construct the planned booster/forebay facility of the Northwest Recharge, Recovery and Delivery System ("NWRRDS") project, which is being constructed jointly by the Northwest Providers (the Town of Marana, the Town of Oro Valley, and the Metropolitan Domestic Water Improvement District). Of this $2.4 million, approximately $553,920 will offset the Town of Marana's funding obligation toward the NWRRDS.

Financial Impact:

Fiscal Year:	2018
Budgeted Y/N:	Y
Amount:	($553,920) Revenue

Each of the Northwest Providers' funding obligation toward the NWRRDS corresponds to that entity's allocated capacity in the project. The total NWRRDS capacity is anticipated to be 10,400 acre-feet per year, and the Town of Marana's allocated capacity is anticipated to be 2,400 acre-feet per year, or 23.08% of the total capacity. So the direct Town of Marana benefit of Reliability Agreement Amendment No. 1's $2.4 million contribution toward the NWRRDS is anticipated to be $553.920 ($2,400,000 x .2308).

Staff Recommendation:

Staff recommends adoption of Resolution No. 2017-044, approving and authorizing the Mayor to sign Amendment No. 1 to the Agreement for Tucson Area Reliability.

Suggested Motion:

I move to adopt Resolution No. 2017-044, approving and authorizing the Mayor to sign Amendment No. 1 to the Agreement for Tucson Area Reliability.

Attachments

Resolution No. 2017-044

Exhibit A to Resolution Amendment 1

MARANA RESOLUTION NO. 2017-044

RELATING TO UTILITIES; APPROVING AND AUTHORIZING THE MAYOR TO SIGN AMENDMENT NO. 1 TO THE AGREEMENT FOR TUCSON AREA RELIABILITY

WHEREAS the Town of Marana is a party to the Agreement for Tucson Area Reliability among the Central Arizona Water Conservation District ("CAWCD"), the City of Tucson, Flowing Wells Irrigation District, Metropolitan Domestic Water Improvement District, the Town of Marana and the Town of Oro Valley dated January 4, 2011 (the "Reliability Agreement"); and

WHEREAS the Reliability Agreement was approved on December 7, 2010, by Marana Resolution No. 2010-113; and

WHEREAS the Reliability Agreement provided that CAWCD would dedicate $6.0 million for firming the CAP M&I entitlements of water providers in the Tucson AMA, increasing the available underground storage capacity in the Tucson AMA, or other purposes consistent with the Reliability Agreement; and

WHEREAS the proposed Reliability Agreement Amendment No. 1 specifies the projects that will be eligible for the $6.0 million in funding identified in the Reliability Agreement; and

WHEREAS the Town Council finds that the proposed Reliability Agreement Amendment No. 1 is in the best interests of the Town and its residents and landowners.

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

SECTION 1. Amendment No. 1 to the Agreement for Tucson Area Reliability (Reliability Agreement Amendment No. 1) attached as Exhibit A to and incorporated by this reference in this resolution is hereby approved, and the Mayor is hereby authorized to sign it for and on behalf of the Town of Marana.

SECTION 2. The Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of Reliability Agreement Amendment No. 1.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 16th day of May, 2017.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

AMENDMENT NO. 1 TO THE AGREEMENT FOR TUCSON AREA RELIABILITY AMONG THE CENTRAL ARIZONA WATER CONSERVATION DISTRICT, THE CITY OF TUCSON, FLOWING WELLS IRRIGATION DISTRICT, METROPOLITAN DOMESTIC WATER IMPROVEMENT DISTRICT, THE TOWN OF MARANA AND THE TOWN OF ORO VALLEY DATED JANUARY 4, 2011.

This Amendment No. 1 to the Agreement for Tucson Area Reliability is made this ____ day of _____, 2017, among the Central Arizona Water Conservation District, the City of Tucson, Flowing Wells Irrigation District, Metropolitan Domestic Water Improvement District, the Town of Marana, and the Town of Oro ("the Parties").

RECITALS

A. On January 4, 2011, the Parties executed the Agreement for Tucson Area Reliability (the "Agreement") that resolved issues relating to Terminal Storage/Reliability issues, which provided access to water storage facilities in lieu of constructing "Terminal Storage" in the Tucson area, and provided that the Central Arizona Water Conservation District ("CAWCD"), would dedicate $6.0 million for "firming the CAP M&I entitlements of water providers in the Tucson AMA, increasing the available underground storage capacity in the Tucson AMA, or other purposes consistent with [the Agreement]."

B. The Parties desire to amend the Agreement to account for the $6.0 million of dedicated monies and to specify the projects that will be eligible for those funds in the Tucson Area.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the Parties hereby agree to amend Article 7 to read as follows:

ARTICLE 7
CAWCD DEDICATION OF FUNDS FOR FIRMING IN THE TUCSON AMA

7.1 The Parties agree that CAWCD will dedicate $6.0 million for firming the CAP M&I entitlements of water providers in the Tucson AMA, increasing available underground storage capacity in the Tucson AMA, or other purposes consistent with accommodating the reduction in state demonstration storage capacity at the LSCRP and the PMRRP resulting from the reservation of storage capacity at such facilities pursuant to this Agreement and shall be accounted for as follows:

1) $680,683 plus accrued interest has been spent on improvements to the Pima Mine Road Recharge Project to improve storage capacity at that site;

2) $2,919,317 plus any residual interest will be provided to the City of Tucson, and the City of Tucson shall expend these funds to drill, equip and connect recovery wells in the area of hydrologic impact of the PMRRP to recover stored CAP water from the local aquifer, which includes capacity to provide reliability services to Vail Water Company and Spanish Trail Water Company through Tucson's system; and,

3) $2,400,000 will be provided to the Northwest Providers, and the Northwest Providers shall expend these funds to help develop and construct the planned booster/forebay facility of the Northwest Recharge, Recovery and Delivery System ("NWRRDS"), and other associated efforts, which will help recover and deliver CAP water to the Northwest Providers' service areas from the Avra Valley Recharge Project, Lower Santa Cruz Recharge Project and adjacent groundwater savings facilities. Funds shall be provided to the Northwest Partners based on proportional partnership in the NWRRDS, as set forth in Exhibit A, attached hereto and incorporated herein.

7.2 CAWCD shall make the above payments within ninety (90) days of execution of this Amendment No. 1. The Parties will segregate or account for funds received under this Article and shall provide CAWCD with an annual accounting of the use of the Article 7 funds. Unless the Parties are able to reach agreement on the use of any Party's unspent funds, any funds not expended by the Parties for the above-referenced purposes within ten years of the effective date of this Agreement shall be returned to CAWCD for use consistent with the uses described in Article 7.1.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands the day and year first written above.

[The remainder of this page left intentionally blank]

CENTRAL ARIZONA WATER CONSERVATION DISTRICT

_____

Lisa Atkins
President

ATTEST:

_____

By: Sharon Megdal
Its: Secretary

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Amendment No. 1 to the Agreement for Tucson Area Reliability agreement among the CENTRAL ARIZONA WATER CONSERVATION DISTRICT, the CITY OF TUCSON, FLOWING WELLS IRRIGATION DISTRICT, 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.

CENTRAL ARIZONA WATER CONSERVATION DISTRICT**:**

_____

Jay Johnson
General Counsel

Date: _____

TOWN OF MARANA

_____

Ed Honea
Mayor

ATTEST:

_____

By:
Its:

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Amendment No. 1 to the Agreement for Tucson Area Reliability agreement among the CENTRAL ARIZONA WATER CONSERVATION DISTRICT, the CITY OF TUCSON, FLOWING WELLS IRRIGATION DISTRICT, 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.

TOWN OF MARANA:

_____

Frank Cassidy
Town Attorney

Date: _____

CITY OF TUCSON

_____

Jonathan Rothschild
Mayor

ATTEST:

_____

By: Roger Randolph
Its: City Clerk

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Amendment No. 1 to the Agreement for Tucson Area Reliability agreement among the CENTRAL ARIZONA WATER CONSERVATION DISTRICT, the CITY OF TUCSON, FLOWING WELLS IRRIGATION DISTRICT, 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.

CITY OF TUCSON**:**

By:_____

Its:_____

Date: _____

TOWN OF ORO VALLEY

_____

Dr. Satish Hiremath
Mayor

ATTEST:

_____

By: Michael Standish
Its: Town Clerk

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Amendment No. 1 to the Agreement for Tucson Area Reliability agreement among the CENTRAL ARIZONA WATER CONSERVATION DISTRICT, the CITY OF TUCSON, FLOWING WELLS IRRIGATION DISTRICT, 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.

TOWN OF ORO VALLEY:

_____

Tobin Sidles
Oro Valley Legal Services Director

Date: _____

FLOWING WELLS IRRIGATION DISTRICT

_____

David Crockett
Superintendent
President

ATTEST:

_____

By:
Its:

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Amendment No. 1 to the Agreement for Tucson Area Reliability agreement among the CENTRAL ARIZONA WATER CONSERVATION DISTRICT, the CITY OF TUCSON, FLOWING WELLS IRRIGATION DISTRICT, 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.

FLOWING WELLS IRRIGATION DISTRICT**:**

By:_____

Its:_____

Date: _____

METROPOLITAN DOMESTIC WATER IMPROVEMENT DISTRICT

_____

Judy Scrivener
Chair

ATTEST:

_____

By:
Its:

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Amendment No. 1 to the Agreement for Tucson Area Reliability agreement among the CENTRAL ARIZONA WATER CONSERVATION DISTRICT, the CITY OF TUCSON, FLOWING WELLS IRRIGATION DISTRICT, 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: _____

Exhibit A

Funds shall be provided to the Northwest Partners based on proportional partnership in the NWRRDS, as follows:

Oro Valley 4000 acre-feet (38.5%),

Metro Water 4,000 acre-feet (38.5%),

Marana 2,400 acre-feet (23%).

Council-Regular Meeting **A1**

Meeting Date: 05/16/2017

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: May 16, 2017

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2017.013: Relating to Development; approving a rezoning of approximately 103.2 acres of land located at the west terminus of Pima Farms Road, west of the Scenic Drive alignment, from RR (Resort and Recreation) to F (Specific Plan) for the purpose of establishing the Lazy K Bar Ranch Specific Plan; approving a minor amendment to the General Plan; and approving and authorizing the Mayor to sign the Lazy K Bar Ranch Development Agreement (Brian D. Varney)

Discussion:

The Planning Center, representing LKB Ranch LLC, LKB Hotel LLC, and LKB Retained land LLC ("Property Owners"), is requesting approval to rezone approximately 103.2 acres of land from RR (Resort and Recreation) to F (Specific Plan) for the purpose of establishing the Lazy K Bar Ranch Specific Plan. The requested rezoning is accompanied by an application for a minor amendment to the Marana General Plan, as well as a request for approval of the Lazy K Bar Ranch Development Agreement. The requested general plan amendment proposes to amend the existing land use plan category of Rural Density Residential (RDR) to Master Plan Area (MPA) to accommodate the proposed Specific Plan zoning. The development agreement is intended to provide, among other things, the conditions, terms, restrictions, and requirements for development and public infrastructure and the financing of public infrastructure.

Marana General Plan

The Marana General Plan designates the proposed rezoning area as Rural Density Residential (RDR), which is characterized by single-family detached homes on large properties at a density range of 0.1 to 0.5 residences per acre. Limited neighborhood commercial development may be allowed within this category. The request to amend the general plan land use category of the rezoning area to Master Plan Area (MPA) is necessary to accommodate the proposed specific plan zoning.

Land Use

The Lazy K Bar Ranch Specific Plan proposes 178 residential lots, roadway, drainage, and utility infrastructure, a significant amount of open space, and preservation of a portion of the iconic Lazy K Bar ranch house, patio area, and event lawn. The entire property consists of approximately 138.2 acres; however, only 103.2 acres are subject to this rezoning application. The remaining 35 acres will remain zoned as RR (Recreation and Resort) and will serve as open space for the future residential development. The land use plan proposes two land use designations: Residential Area (RA) and Open Space (OS). The Residential Area consists of approximately 55.2 acres (40% of the entire property) including lot area, roadways, and areas of ancillary disturbance. The Open Space will occupy roughly 83 acres, or 60% of the overall 138.2 acre property. The proposed residential density is 1.29 residences per acre.

The land use plan proposes a development which avoids or minimizes disturbance of the environmentally sensitive areas of the property by focusing development in areas which have previously been disturbed through ranching activity. Much of the project density has been concentrated in the eastern portion of the site in a clustered design in order to increase open space allocation in the more environmentally sensitive areas of the project, particularly in the north and northwest. Existing drainageways within the project will largely be preserved in their natural state with minimal encroachments, primarily for roadway crossings. An existing wildlife corridor in the northern portion of the rezoning area is proposed to be preserved and protected by maintaining a significant amount of open space in this area. The applicants have worked with the Coalition for Sonoran Desert Protection to design a lot layout which respects the sensitivity of the corridor. A setback and natural buffer at a depth of 150 feet is proposed along the entire perimeter of the rezoning area. Although the primary intent of this setback was to avoid the possibility of a super-majority vote required from the Town Council in the event that a formal protest triggers the super-majority vote, the setback / buffer provides significant benefits including a substantial separation between future residences and the adjacent property owners and the preservation of natural open space and vegetation within the setback / buffer area.

Many discussions have taken place between Town staff and the applicant's team regarding the preservation of onsite buildings and facilities from the former ranch. After preliminary evaluations by staff as well as an inspection by a local architect with experience in historic structures, it was determined that the most reasonable and prudent course of action would be to preserve what is arguably the oldest and most iconic structure on the site - the old stone ranch house. The structure will be restored and renovated to a degree deemed to be reasonable and safe with respect to the building code(s). The entire ranch house will not be salvaged; however, what is thought to be the original stone structure and perhaps the first addition are in the plan for preservation. The outdoor patio/ hardscaped area near the ranch house and the event lawn further west are planned to be preserved as well. It is anticipated that the preserved facilities will be incorporated into the recreational component of the future development and will serve not only as amenities but also as a means of retaining some of the history and nostalgia of the former Lazy K Bar Ranch.

As part of the future development's recreation component, a public trail easement extending from the east property boundary to the west boundary will be dedicated to the Town enabling the Town to develop and maintain a sustainable trail accessible by the general public. The trail will likely follow an existing trail alignment historically used by the former ranch. At the east end, the trail will meander through the buffer yard along the east perimeter of the rezoning area to a

trailhead with public parking. The land use plan also proposes a 1.5-acre recreation area in the northern part of the project, which may be relocated to the area of the old ranch house.

The proposed land use and development standards are rather typical of single-family residential developments. The development plan proposes one lot size category within the Residential Area (RA) land use designation. The area of each lot will fall within a range of 6,000 square feet to approximately 11,200 square feet with a target average of 9,100 square feet. As is depicted in the Land Use Concept Plan on Page III-64 of the specific plan document, smaller lots are proposed to be located within the eastern part of the rezoning area, and the larger lots are proposed central and west into the upper elevations of the property. The plan proposes one-story structures at a maximum height of 25 feet with an option to increase by 20% up to 30 feet with approval by the Planning Director. This allowance for building height increase is supported by the Marana Land Development Code and is utilized occasionally to accommodate the contemporary residential designs of today's home builders.

Access and Circulation

The primary access is proposed via Scenic Drive, and aligns with Pima Farms Road. The secondary access is located just south of the north boundary of the property and will provide egress only. A gated development is anticipated and the private streets will be maintained by a homeowners' association. The plan proposes the Town's 42-foot street section for the internal roadways. This street section typically utilizes two 10-foot travel lanes, two 6-foot parking lanes including mountable roll curbs, and a 5-foot sidewalk on both sides of the street. Through extensive review and analysis, Town staff has determined that re-opening the previously closed Scenic Drive is critical to ensure effective and efficient neighborhood traffic circulation. The Property Owners will dedicate to the Town the previously abandoned right-of-way for Scenic Drive, and will fully design and construct Scenic Drive in accordance with the Lazy K Bar Ranch Development Agreement included as part of this application. Improvements to Pima Farms Road will also be necessary, to be designed and built to mirror the Pima Farms Road cross-section previously constructed during the development of Ironwood Reserve. The Town of Marana Traffic Engineering Division has accepted the Traffic Impact Analysis for the project.

Utilities

The rezoning area will be served by Marana Water. A water service agreement, as well as plans for the water distribution system will be required prior to development. The Property Owners will be responsible for constructing all on-site and off-site water infrastructure needed to serve potable water and fire protection to the project. Sewer will be provided by Pima County, and Tucson Electric Power (TEP) and Southwest Gas will provide their respective services.

Development Agreement

The proposed Lazy K Bar Ranch Development Agreement (Agreement) is intended to be considered by the Town Council concurrently with its consideration of the Lazy K Bar Ranch Specific Plan. The Agreement governs the rezoning area and the 150-foot area of land owned by the Property Owners surrounding the rezoning area.

The Town entered into a Pre-Annexation and Development Agreement (2001 PADA) with LKB, LLC recorded in the office of the Recorder of Pima County Arizona on November 29, 2001. The land area covered by the 2001 PADA includes all of the land subject to the proposed Lazy K Bar Ranch Development Agreement, plus additional land not included in the Agreement. The

proposed Agreement terminates, supersedes, and replaces the 2001 PADA as it applies to the land governed by the Agreement, except as specifically provided in the Agreement.

The specific terms of development are detailed within the Agreement, and include the following provisions:

1. The Agreement requires the owner to construct an extension of Scenic Drive on and off-site of the Property Owners' land, from a point approximately 400 feet south of Silverbell Road to the intersection of Pima Farms Road. The owner will dedicate the necessary additional right-of-way to construct Scenic Drive and related infrastructure improvements.
2. Pima Farms Road will be reconstructed from its intersection with Moonfire Drive westward to Scenic Drive.
3. The Town will make reimbursement payments to the owner for the Town's share of the public improvement costs which equate to 40% of all public improvement costs for Scenic Drive and 100% of the public improvement costs for the Pima Farms Road improvements. The costs will be reimbursed through an account established by the Town to contain construction sales tax revenues as they are received from the Arizona Department of Revenue.
4. Existing structures that are reasonably deemed by the Planning Director to have historic value shall be incorporated into the common area owned and maintained by the homeowners' association.
5. The Property Owners shall grant to the Town a permanent public trail easement in the southern portion of the rezoning area to be designated as open space within which the Town will construct and maintain a public trail.
6. Existing hardscape areas that are reasonably deemed by the Parks and Recreation Director to have public amenity value shall be incorporated into the public trial dedication area.
7. The Agreement terminates, supersedes, and replaces the 2001 PADA as it applies to the land covered by the Agreement except as follows: (a) The provisions of subparagraph 3.2, relating to oversizing of Town public water facilities, shall continue to apply ; and (b) the Property Owners may continue to use the existing wells, referred to in Section 6 of the PADA, for construction and irrigation water until development is completed.

Citizen Participation

As this project has evolved over the past few years, the applicants have held a number of meetings and met with many of the neighboring property owners. Four public hearings have been held before the Planning Commission and Town Council since August 2014 during which the Commission and Council have heard from many nearby property owners both in support of and opposed to the proposed rezoning. The applicants recently met to discuss the revised plan with Dan Withers, the owner of the property adjacent to the south boundary of the Lazy K Bar. They also met with Eleanor Bingham (east of the rezoning area) and other neighbors in January 2017. Meetings with a number of the property owners north of the rezoning area were held in December 2016 and March 2017 to discuss the revised land use plan as well as the proposal for Scenic Drive and the extension of the Town of Marana water line.

Public Notification

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

posted at various locations within the community.

Recommended Findings of Fact

1. The property is currently zoned RR (Resort and Recreation). The proposed change in zoning from RR (Recreation and Resort) to F (Specific Plan) will require a minor amendment to the Marana General Plan from the existing designation of Rural Density Residential (RDR) to Master Planning Area (MPA).
2. With the acceptance of the recommended conditions, the proposed rezoning is in compliance with all other development standards of the Land Development Code related to this zoning classification.
3. This proposal, with acceptance of the recommended conditions, does not appear to be detrimental to the immediate area or to the health, safety, and welfare of the inhabitants of the area and the Town of Marana.

CASE ANALYSIS
Review criteria

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

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

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

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

Financial Impact:

The proposed Lazy K Bar Ranch Development Agreement (Agreement) would obligate the Town to reimburse the developer for 40% of the cost to construct the Scenic Drive improvements and 100% of the cost to construct the Pima Farms Road improvements as described in the Agreement. Although the actual public improvement costs for Scenic Drive and Pima Farms Road are not known at this time, the Town estimates the cost of the Scenic Drive and Pima Farms Road improvements to be approximately $1,600,000 and $400,000 respectively. Under the terms of the development agreement, the Town would be obligated to reimburse the developer approximately

$640,000 for Scenic Drive and $400,000 for Pima Farms Road. The source of repayment of this obligation is construction sales tax generated and collected from the proposed development project including the reconstruction of Scenic Drive and Pima Farms Road. Due to the source of repayment, the reimbursements will likely be paid out over a number of fiscal years. The costs associated with the Agreement will be included in the fiscal year in which construction sales tax is received and subsequently reimbursed to developer for public improvement costs and in future budgets, as appropriate.

Staff Recommendation:

Staff recommends adoption of Ordinance No. 2017.013 approving the Lazy K Bar Ranch Specific Plan, minor general plan amendment, and Lazy K Bar Ranch Development Agreement based upon the recommended findings and subject to the conditions set forth in the draft Ordinance included with these agenda materials.

Planning Commission Recommendation:

The Planning Commission heard the request for the proposed rezoning and minor amendment to the general plan at a public hearing held on April 26, 2017. By a vote of 4 to 1, the Planning Commission voted in favor of recommendation to the Town Council approval of the proposed rezoning and minor amendment to the General Plan, subject to the recommended conditions and the following additional condition:

1. The owner(s) of the property subject to the Lazy K Bar Ranch Specific Plan shall enter into an open space covenant with a third party conservation entity to ensure that the open space areas approved within future development remain as open space in perpetuity.

It should be noted that Town staff does not support the Commission's recommendation to add this condition, so it has not been included in the draft ordinance written by staff. A covenant regulating open space within a development approved by Town Council will restrict the Council's ability to make future land use decisions concerning the affected property.

Suggested Motion:

Option 1: I move to adopt Ordinance No. 2017.013, as presented by staff.

Option 2: I move to adopt Ordinance No. 2017.013, as presented by staff, subject to the following modifications (add as necessary).

Attachments

Ordinance No. 2017.013
Exhibit 'A' - Legal Description
Location Map
Specific Plan Document 05082017
Lazy K DA
Lazy K DA Exhibits

Historic Building Map
Rezoning Application
Scenic Drive Improvements
Planning Commission Minutes (Draft) 4-26-2017
LKB 2001 PADA

MARANA ORDINANCE NO. 2017.013

RELATING TO DEVELOPMENT; APPROVING A REZONING OF APPROXIMATELY 103.2 ACRES OF LAND LOCATED AT THE WEST TERMINUS OF PIMA FARMS ROAD, WEST OF THE SCENIC DRIVE ALIGNMENT, FROM RR (RESORT AND RECREATION) TO F (SPECIFIC PLAN) FOR THE PURPOSE OF ESTABLISHING THE LAZY K BAR RANCH SPECIFIC PLAN; APPROVING A MINOR AMENDMENT TO THE GENERAL PLAN; AND APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE LAZY K BAR RANCH DEVELOPMENT AGREEMENT

WHEREAS LKB Ranch, LLC, LKB Hotel, LLC, and LKB Retained Land, LLC (collectively the "Property Owners") own a total of 138.2 acres of property located at the west terminus of Pima Farms Road, west of the Scenic Drive alignment, within a portion of Section 29, Township 12 South, Range 12 East (the "Larger Parcel"), and desire to change the zoning of 103.2 acres of the total property owned, described and depicted on Exhibit A attached to and incorporated in this Ordinance by this reference (the "Rezoning Area"); and

WHEREAS the Property Owners have authorized The Planning Center to submit applications to rezone the Rezoning Area from RR (Resort and Recreation) to F (Specific Plan) ("this Rezoning"), amend the Marana General Plan from Rural Density Residential (RDR) to Master Plan Area (MPA), and to process a development agreement for the Rezoning Area; and

WHEREAS the Marana Planning Commission held a public hearing on April 26, 2017, and voted 4 to 1 to recommend that the Town Council approve this Rezoning and its associated General Plan amendment, subject to the recommended conditions and an additional condition; and

WHEREAS Town staff has negotiated the terms of the Lazy K Bar Ranch Development Agreement with the Property Owners to address matters associated with this Rezoning and governing the development of the Larger Parcel; and

WHEREAS the Marana Mayor and Town Council finds that the Lazy K Bar Ranch Development Agreement, provided in the agenda materials associated with this Council agenda item, is consistent with the Marana General Plan, this Rezoning, the prior development agreement applicable to that portion of the Larger Parcel not included in this Rezoning, and all other applicable Town regulations and policies; and

WHEREAS the Marana Mayor and Town Council find that this Rezoning, its associated General Plan Amendment, and the Lazy K Bar Ranch Development Agreement are in the best interest of the Town and its citizens and should be approved.

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

Section 1. The zoning of the Rezoning Area is hereby changed from RR (Resort and Recreation) to F (Specific Plan), creating the Lazy K Bar Ranch Specific Plan, attached to and incorporated in this Ordinance by this reference.

Section 2. A minor amendment to the General Plan is hereby approved, changing the land use plan category for the Rezoning Area from Rural Density Residential (RDR) to Master Plan Area (MPA).

Section 3. The Lazy K Bar Ranch Development Agreement is hereby approved in the form provided in the agenda materials associated with this Council agenda item, and the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana.

Section 4. This Rezoning is subject to the following conditions, the violation of which shall be treated in 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 Owners and their successors in interest (all of whom are collectively included in the term "Property Owners" 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 Land Use Concept 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 Owners 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 Owners and accepted by Marana Water Department (the "water provider") prior to approval of any preliminary plat or development plan 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 Owners 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 Owners 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 Owners must enter into a sewer

service agreement with the wastewater utility consistent with the accepted master sewer plan.

6. The Property Owners must design and construct any roadway, drainage, water, and wastewater improvements, and dedicate or acquire any property rights associated with those improvements, that the Town requires based on the data and findings of the accepted traffic impact analysis, the accepted master drainage study, the accepted WIP, the accepted master sewer plan, and other studies approved in connection with the approval of a preliminary plat or development plan for any portion of the Rezoning Area.
7. The final design of all streets and circulation facilities, including gated access (if applicable), must be accepted by Northwest Fire District prior to Town Council consideration of a final plat for any portion of the Rezoning Area.
8. The maximum number of residential lots within the Rezoning Area shall not exceed 178.
9. All lots within the Rezoning Area shall be limited to one-story construction in accordance with the Lazy K Bar Ranch Specific Plan.
10. No approval, permit or authorization by the Town of Marana authorizes violation of any federal or state law or regulation or relieves the Property Owners 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 Owners should retain appropriate experts and consult appropriate federal and state agencies to determine any action necessary to assure compliance with applicable laws and regulations.
11. The Property Owners 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 Owners shall arrive at an agreeable solution to the use of those water rights appurtenant to the affected portion of the Rezoning Area.
12. Prior to the issuance of any grading permits, the Property Owners 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.
13. A 100% clearance survey for the desert tortoise shall be completed by a qualified biologist at the Property Owners' 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 Owners 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 Owners' expense.
14. The Property Owners shall not cause any lot split of any kind on the Rezoning Area without the written consent of the Town of Marana.
15. A Native Plant Program (NPP) in accordance with the Marana Land Development Code must be submitted and approved by the Town of Marana during the review of subdivision plats for the Rezoning Area.

16. Development of the Rezoning Area shall be subject to the terms, restrictions and requirements of the Lazy K Bar Ranch Development Agreement.

17. Within 60 days after the adoption of this ordinance, the Property Owners shall provide the Planning Department with ten bound copies and three electronic copies (on CD) in PDF format of the Lazy K Bar Ranch Specific Plan document as amended by this ordinance and by the Marana Town Council action approving this ordinance.

Section 5. 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 6. 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 of this ordinance.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of May, 2017.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

May 8, 2017
WLB No. 113021-B-001
W:\LEGALS\113021\Lazy K rezone legal.doc

EXHIBIT 'A'

The WLB Group Inc.

LEGAL DESCRIPTION
LAZY-K
REZONE BOUNDARY

That certain portion of Section 29, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, being more particularly described as follows;

COMMENCING at the Center Quarter Corner of said Section 29 from which the North quarter corner lies N 00°05'59" W, a distance of 2643.13 feet:

THENCE N 00°05'59" W, along the North – South mid-section line of said section 29, a distance of 30.00 feet;

THENCE S 89°54'27" W, a distance of 180.00 feet, said point being the **POINT OF BEGINNING;**

THENCE S 00°06'30" E, a distance of 442.61;

THENCE S 89°53'55" W, a distance of 418.20 feet;

THENCE S 84°02'36" W, a distance of 309.27 feet;

THENCE N 88°20'12" W, a distance of 425.39 feet;

THENCE S 21°59'34" W, a distance of 495.72 feet;

THENCE S 24°47'50" E, a distance of 256.60 feet;

THENCE S 89°58'03" W, a distance of 1081.46 feet;

THENCE N 00°04'29" W, a distance of 1158.52 feet;

THENCE N 00°04'36" W, a distance of 1167.87 feet;

THENCE N 89°57'33" E, a distance of 2287.72 feet;

THENCE Southeasterly, along the arc of said curve to the left, having a radius of 195.00 feet, a central angle of 30°51'33", the chord of which bears S 30°47'58" E, a distance of 103.76 feet, for an arc length of 105.03 feet;

THENCE S 00°05'59" E, a distance of 1052.55 feet;

THENCE S 89°54'27" W, a distance of 30.00 feet to the **POINT OF BEGINNING**,

May 8, 2017
WLB No. 113021-B-001
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.

Prepared By:
THE WLB GROUP, INC.

Peter D. Cote, RLS 44121



EXPIRES 3-31-2018

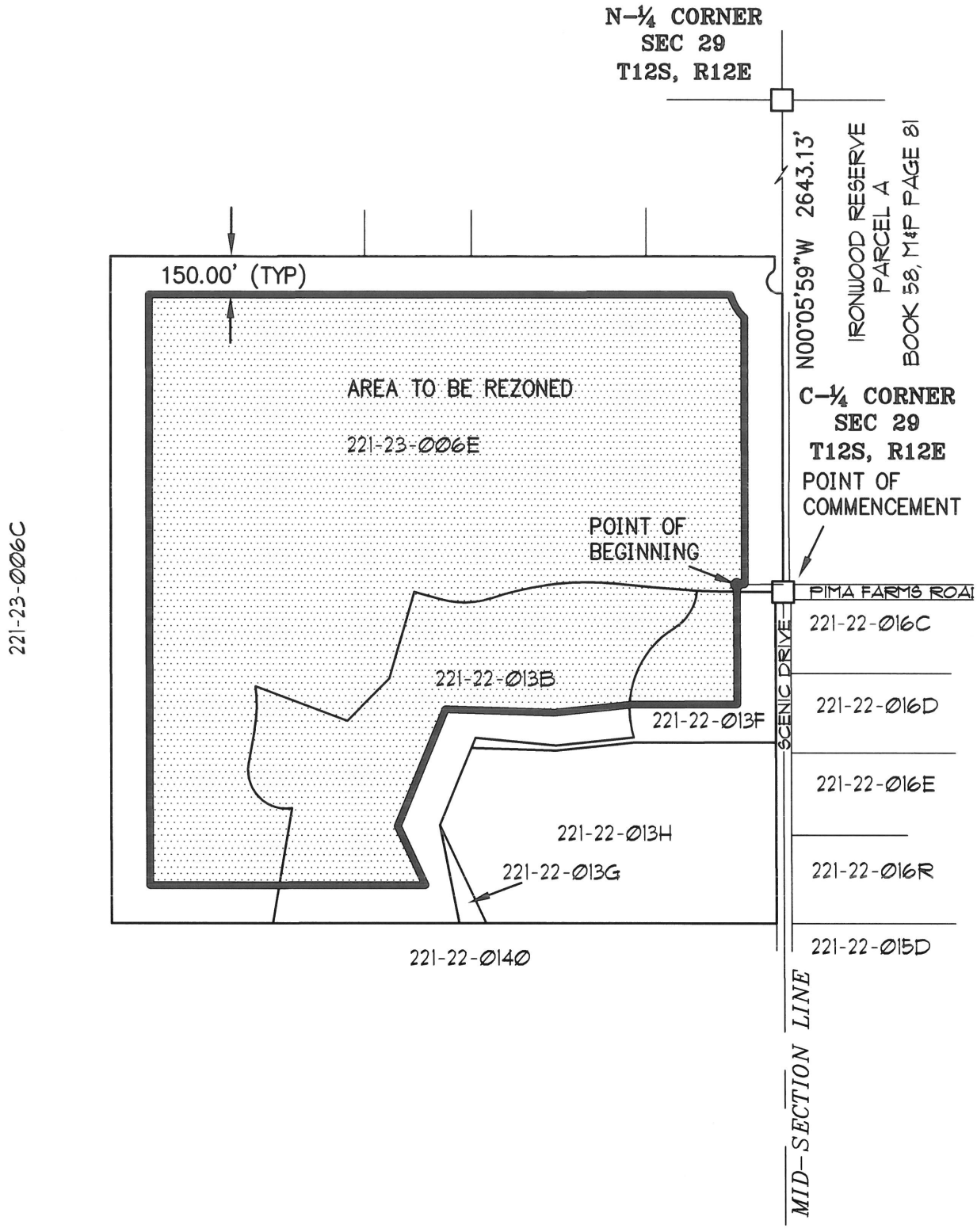


EXHIBIT TO ACCOMPANY DESCRIPTION OF REZONE BOUNDARY

LAZY - K

SECTION 29, T-12S, R-12E, G.S.R.M., PIMA COUNTY, ARIZONA

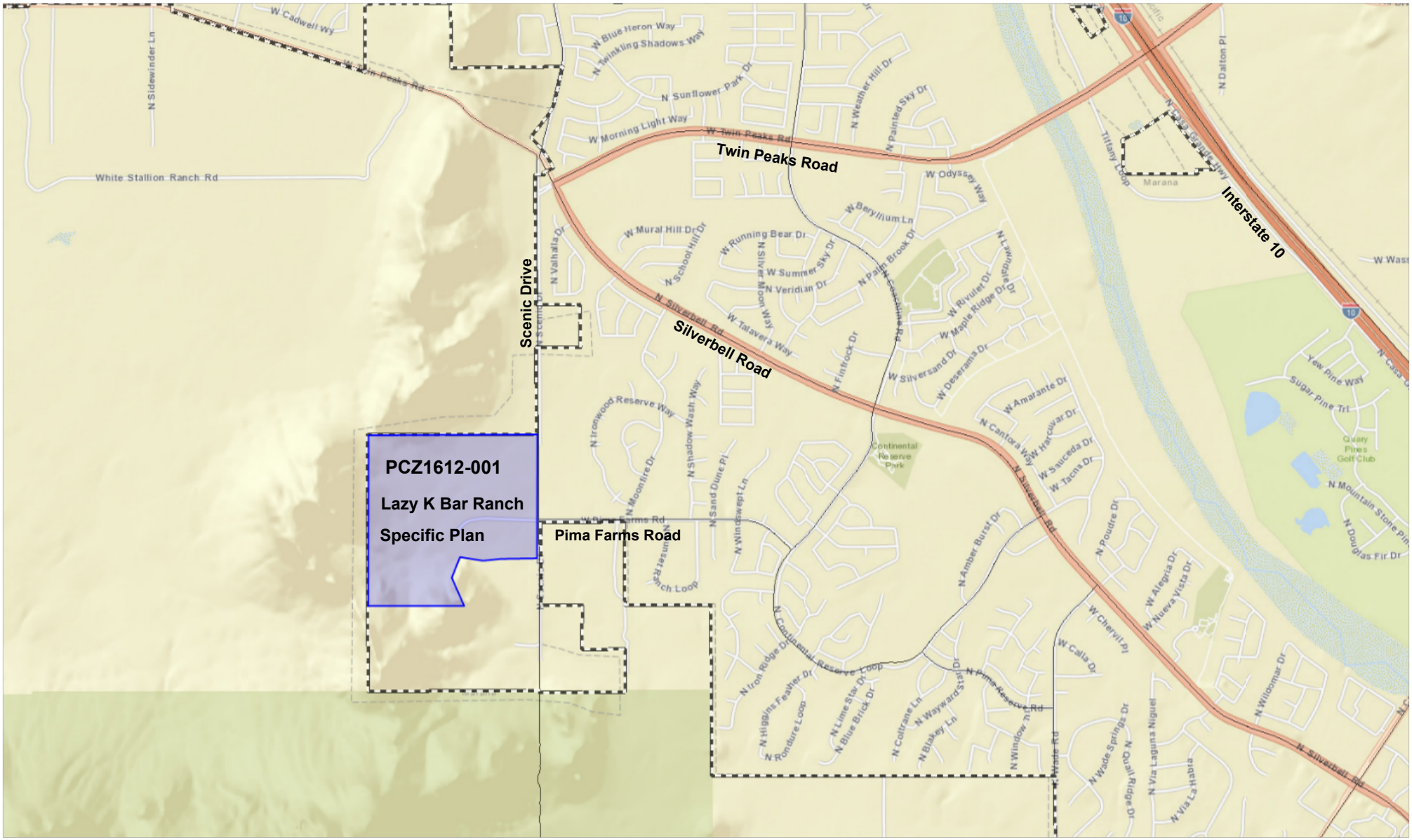
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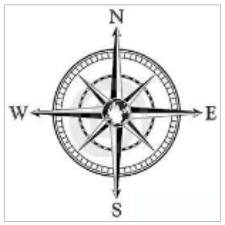
The WLB Group Inc. **WLB**

WLB No. 113021-D001

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PAGE 3 OF 3





PCZ1612-001: Lazy K Bar Ranch Specific Plan

600m
1000ft
111° 08' 42.252" 32° 22' 27.593" Scale 1:17,913

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.



LAZY K BAR RANCH
SPECIFIC PLAN
TOWN OF MARANA
MARCH 2017
PCZ1612-001
GPA1612-001

Lazy K Bar Ranch
Specific Plan
Marana, Arizona

Submitted to:

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

Prepared for:

LKB LLC
8401 North Scenic Drive
Tucson, Arizona 85743

Prepared by:

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

With assistance from:

The WLB Group, Inc.
4444 East Broadway Boulevard
Tucson, Arizona 85711
Telephone: (520) 881-7480

PCZ1612-001
GPA1612-001
May 2017

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LAZY K BAR RANCH SPECIFIC PLAN

INTRODUCTION

A. Background

The Lazy K Bar Ranch (Lazy K Bar) is an 138-acre property located in the Town of Marana, directly west of the Ironwood Reserve subdivision. The specific plan rezoning area comprises approximately 103.5 acres of the overall 138-acre Lazy K Bar Ranch property. Lazy K Bar is bound on the east by the Scenic Drive alignment, and by privately held land on the north, west, and south. Topographically, the property is adjacent to the Tucson Mountains to the west and north, and a rocky outcropping to the south. These topographic features create a "valley" setting for the central portion of the property. The site has spectacular views of the Tucson metropolitan area, Sombrero Peak, and the surrounding Tucson Mountains.

Lazy K Bar Ranch represents an opportunity to plan and develop a unique community grounded in its heritage. A large portion of the property is proposed to remain as dedicated open space. Significant portions of the proposed open space are contained within the steeper sloped areas. Additionally, the proposed plan will preserve the wash corridors and the central community recreational area centered around the historic buildings, and will provide adequate buffers from existing adjacent residences. Every effort is made to maximize the view opportunities through thoughtful road design, careful slope analysis, and meticulous homesite orientation. The two character areas will provide distinct neighborhood experiences, but will be linked by open space corridors and a common design theme.

Originally homesteaded in 1928, Lazy K Bar Ranch began operations as a guest ranch starting in 1932. Over the years, as a result of ranching, grazing and guest ranch activities, roads, trails, parking areas, paddocks, pastures, corrals and structures, the native desert has significantly been disturbed. in 2006, the Guest Ranch was permanently closed, and attempts to sell to a new resort operator were unsuccessful.

Currently, the Lazy K Bar site has sixteen (16) buildings on-site, including a ranch office, six adobe guest casitas, the Mountain Pavilion (meeting/ballroom), barn and stables for horses, as well as a swimming pool and tennis court. A caretaker resides on the property, which is fenced, privately gated and closed to the public. At this time, no public access is available anywhere on the site. Trespassing is strictly prohibited.

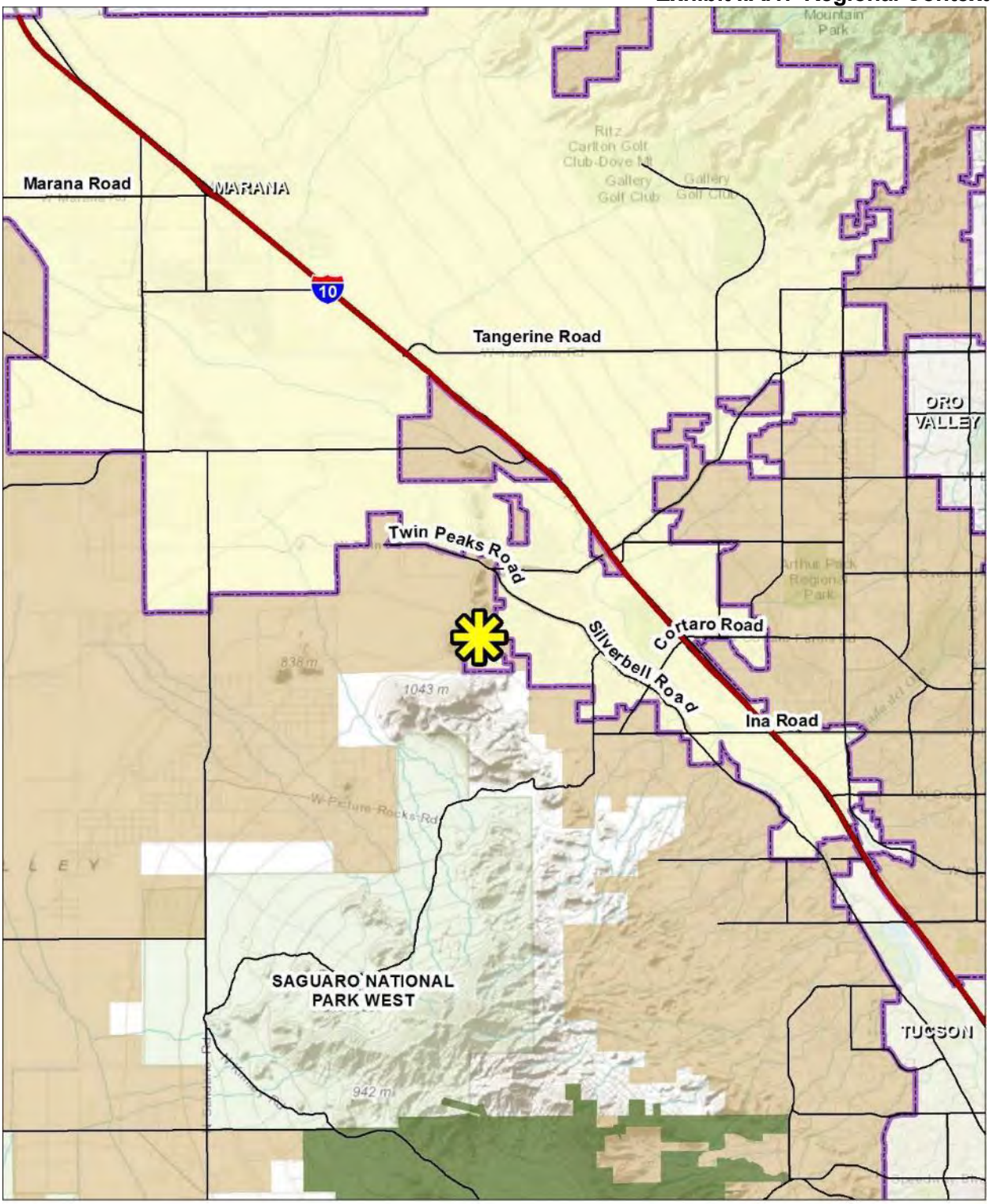
The current zoning designation on the property, Resort and Recreation, allows for the development of hotels, motels, inns, timeshare projects and resorts, substance abuse and other treatment centers, allowing up to approximately 600 lodging units. This specific plan proposes residential development with modifications to the development standards for lot size, grading, lot coverage and maximum building height. The Lazy K Bar Ranch Specific Plan proposes to incorporate 178 lots at a gross density of 1.29 residences per acre based on overall project area or 1.72 residences per acre within the Specific Plan boundary. The plan also proposes a variation in lot sizes, a community park and natural open space. The proposed open space is approximately 60% of the total project area. The amount of historical disturbance from 85+ years of use on the property is approximately 67 acres, or 49% of the entire project area. While much of the proposed project is located on existing

disturbance areas, other previously disturbed areas that are not proposed for new development present opportunities for reclamation and revegetation.

Additionally, the Lazy K Bar Ranch Specific Plan intends to protect a portion of the historic elements of the property. Portions of the ranch house, particularly the stone house portion built by the original homesteaders, will be preserved and serve as a primary focal point and gathering place for the community. The thematic elements of the community will respect and celebrate the ranching culture and rich history of Lazy K Bar Ranch.

See *Exhibit I.A.1: Regional Context*.

Exhibit I.A.1: Regional Context





LAZY K BAR RANCH
SPECIFIC PLAN
DEVELOPMENT CAPABILITY REPORT

A. Purpose and Intent

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

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

- Existing structures, roads and other development
- Topography and slope analyses
- Hydrology and water resources
- Vegetation and wildlife habitat
- Geology and soils
- Viewsheds
- Cultural resources
- Existing infrastructure and public services

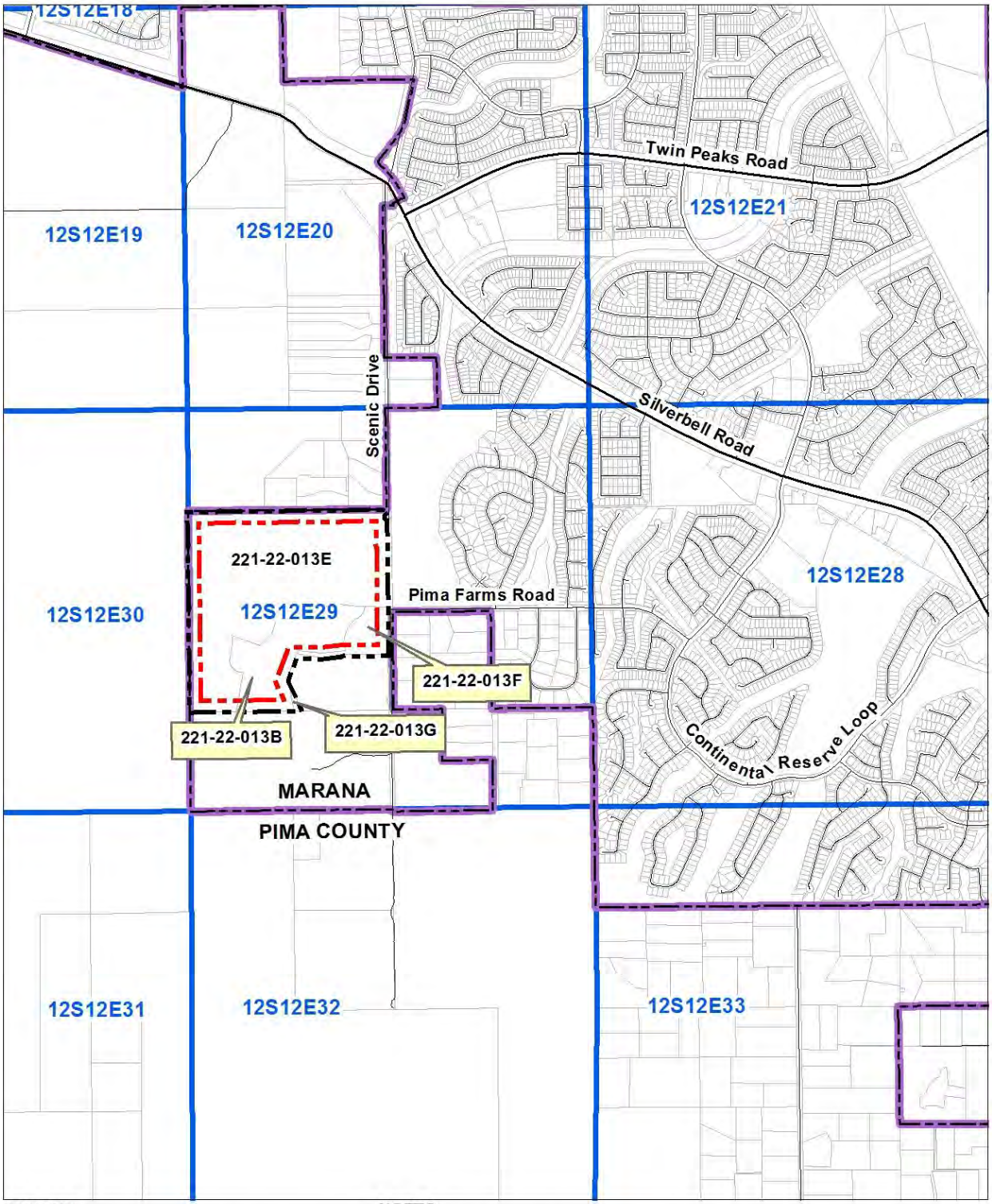
B. Existing Land Uses

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

1. Site Location

The project is situated within the southwestern limits of the Town of Marana in the west-central portion of Section 29, Township 12, Range 12 East. The property lies approximately three-quarters of a mile west of Interstate 10 just west of Continental Reserve, at the intersection of Pima Farms Road and North Scenic Drive. In total, the site area is approximately 138-acres and the specific plan area is approximately 103.5-acres. *See Exhibit II.B.1: Site Location*.

Exhibit II.B.1: Site Location



LEGEND

- ALTA Survey Property Boundary
- Specific Plan Boundary
- Township, Range & Section
- Jurisdictional Boundaries

NOTES:

Project Site is located at:
Township 12S, Range 12E, and Section 29
Property Acreage: Approx. 138 AC
Rezone Acreage: Approx. 103.5 AC
Parcel ID #'s:
221-22-013B, 221-22-013E,
221-22-013F & 221-22-013G

NORTH 0' 1000' 2000'

FILE NAME:MAR-04_location_6x8.mxd
SOURCE: Pima County GIS, 2016

2. Existing On-Site Land Use and Zoning

The existing zoning designation on the property is "RR", Resort and Recreation, which would potentially allow for the development of a large resort with up to 600 lodging units. The following accessory uses may be established in the RR zone if they are a part of, or accessory to a permitted use such as a resort, hotel, motel, inn, timeshare project or guest ranch, restaurants, bars, cocktail lounges, beauty and barbershops, spas, treatment centers, outdoor pavilions for outdoor events, live entertainment, and conference and gathering facilities designed to serve 200 people or less in a single room (See *Exhibit II.B.2: Existing Zoning)*. In addition, the Lazy K Bar's historic uses, including its equestrian, bull riding and the like, remain grandfathered. The *Existing On-Site Structures* table demonstrates the total number of existing buildings, with designated uses and height. There are 16 buildings on the specific plan site including staff housing, storage, an historic lodge, swimming pool, seven (7) casitas for guests, covered parking, horse stalls, and tack room. See *Exhibit II.B.2: Existing On-Site Land Uses*

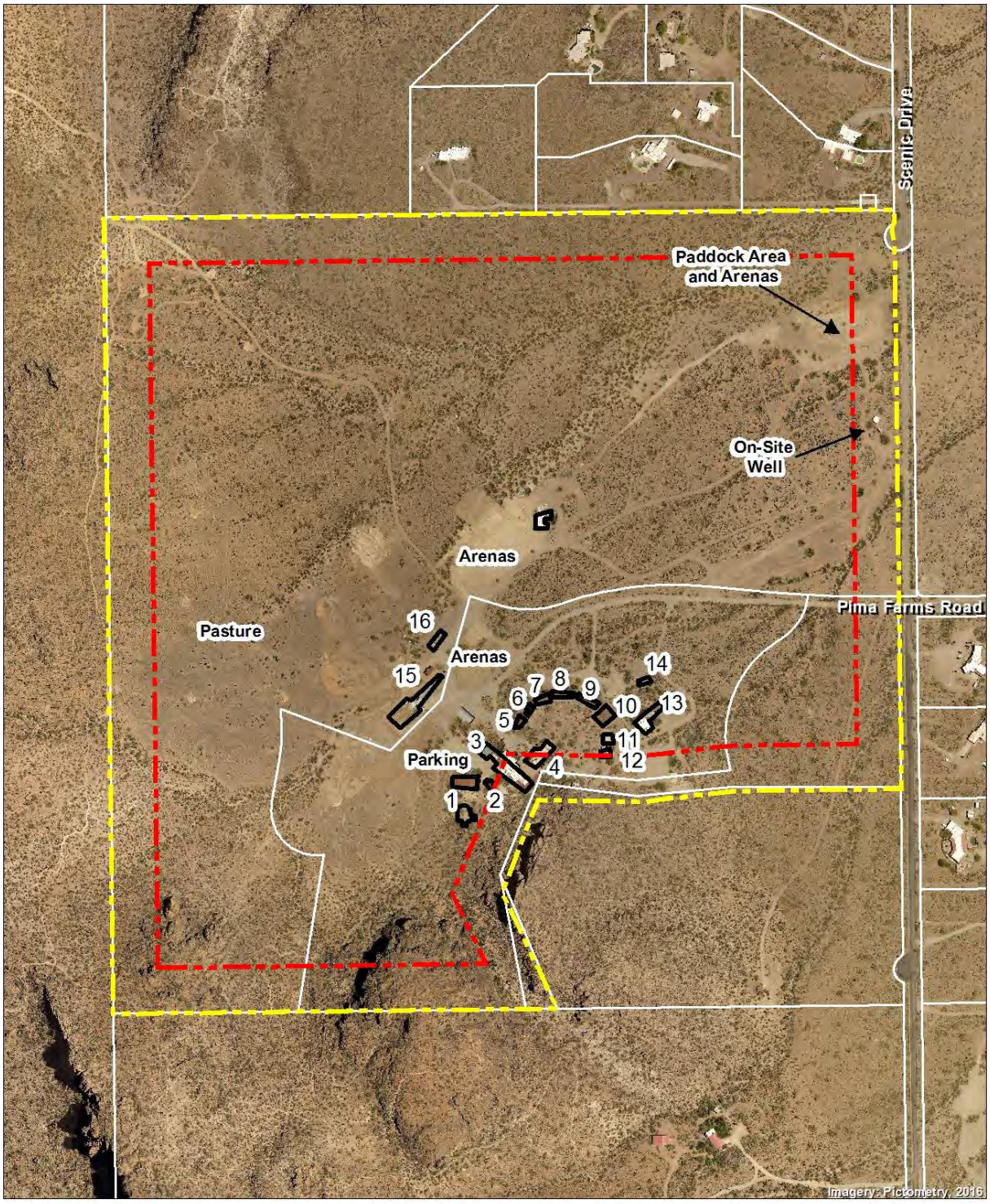
Table II.B.2: Existing On-Site Structures

Existing Building	Current Square Footage	Building Height (Stories)
Building 1 Mountain Pavilion & Mountain Pavilion Terrace (event lawn)	5,431	1
Building 2 Storage	667	1
Building 3 Ranch House with additions 8401 N Scenic Drive	7,940	1
Building 4 Swimming Pool	1,045	1
Building 5 Casita	1,905	1
Building 6 Casita	851	1
Building 7	1,102	1

Casita		
Building 8 Casita	1,692	1
Building 9 Casita	2,022	1
Building 10 Casita	2,586	1
Building 11 Casita	1,120	1
Building 12 Casita	1,115	1
Building 13 Casita + Covered Parking	3,195	1
Building 14 Casita	1,100	1
Building 15 Stable/Tack Room	2,290	1
Building 16 Horse Stall	1,192	1
Total On-Site	**35,253**	16

After years of heavy grazing and other high-impact ranching and recreational activities, the Lazy K Bar property has experienced significant disturbance. The paddock area, pasture, horse trails and roadways have the highest amount of disturbance. However, many other on-site areas have varying degrees of disturbance as well. In total, approximately 67 acres, 49% of the project area, is historically disturbed. The current owners, even when the ranch was still operating, restricted ground disturbing activities in some areas. A partial recovery, particularly in wash areas, is evident.

Exhibit II.B.2: Existing On-Site Land Uses



3. Existing Conditions on Properties within a One-Quarter Mile Radius

a. Zoning

As depicted in *Exhibit II.B.3.a*, the zoning designations of surrounding properties are as follows:

North: Pima County SR (Suburban Ranch Zone)

South: Town of Marana R-144 (Single Family Residential)

East: Town of Marana F (Pima Farms Specific Plan), RR (Resort and Recreation) and Pima County SR (Suburban Ranch Zone)

West: Pima County RH (Rural Homestead Zone)

b. General Plan Land Use

As indicated in the 2010 Town of Marana General Plan, the site is designated as Rural Density Residential. The surrounding general plan designations within one-quarter mile of the site, as depicted in Exhibit II.B.3.b, are as follows:

North: Rural Density Residential

South: Rural Density Residential

East: Master Planning Area and Rural Density Residential

West: Rural Density Residential

c. Land Use

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

North: Vacant and Unsubdivided Single-Family Residential

South: Vacant and All Creeds Brotherhood Sanctuary Cove

East: Ironwood Reserve Single-Family Residential Subdivision and Unsubdivided Single-Family Residential

West: Rural Homestead

Separating the west edge of Ironwood Reserve and the rear yards of the proposed homes along the eastern boundary of Lazy K Bar is:

- A 60-acre dedicated open space (approximately 615 feet wide at its narrowest point);
- Half of the former Scenic Drive 60-foot right-of-way (equal to 30 feet); and
- A 50-foot setback from the eastern boundary.

d. Number of Stories of Existing Structures

There are 17 existing structures currently on the site, all of which are one-story. There are one-story single-family residential homes and some two-story single-family residential homes located east of the site in the Ironwood Reserve subdivision. All other homes within one-quarter mile of the site are one-story.

e. Pending and Conditional Rezonings

According to the most recent Town of Marana Planning and Zoning Activity map dated April 2013, there are no pending or conditional rezonings within a one-quarter mile radius of the project site.

f. Subdivision/Development Plans Approved

There is one approved subdivision plat within a one-quarter mile radius of the project site. Ironwood Reserve, an adjacent subdivision to the east of Lazy K Bar, was developed by Diamond Ventures, Inc. in 2004. The development has a gross area of 125 acres and a total of 246 lots, yielding an approximate density of 2.0 residences per acre (RAC). Similar to Lazy K Bar, Ironwood Reserve consists of three different lot sizes, with the largest lots positioned along the west boundary, mid-sized lots in the middle of the development and the smallest lots located in the eastern portion of the subdivision. The minimum lot sizes range from 6,122 square feet for lots in the eastern portion of Ironwood Reserve to 7,179 for lots near the middle of the development and 12,435 square feet for the lots situated in the western portion of the subdivision.

Continental Crossing Marketplace, Continental Crossing Condos and Tucson III Retail Center CR Lot 15c located further east of the site are currently in development plan review, DPR-08022, DPR-06135 and DPR-07048, respectively. Additionally, the Townhomes at Coachline Boulevard, PRV-07027, is currently in the preliminary plat stage.

Three additional approved subdivisions are located nearby the site, but are outside the one-quarter mile radius. Twin Peaks Subdivision, a single family residential subdivision to the northeast of Lazy K Bar, was developed by Twin Peaks Development Corporation in 1997. The development has a gross area of 22.91 acres with a total of 78 lots and a gross density of 3.4 RAC.

Twin Peaks Highland, another residential subdivision to the northeast of the site, was developed in 2004 by D.R. Horton. The development has a gross area of 29.78 acres, a total of 119 lots and a density of 4.0 RAC.

Sunset Ranch Estates, a single family residential subdivision to the southeast of Lazy K Bar, was developed in 1995 and is owned by Stardance Land, LLC. The development has a gross area of 34.58 acres, with a total of 30 lots, with 0.87 RAC.

g. Architectural Styles of Adjacent Development

Existing homes in the area are rural custom-home type single-family residences with southwest and ranch architectural style. Homes in the Ironwood Reserve subdivision east of the site are more typical of the conventional tract subdivision production built single-family detached housing.

4. Well Sites within 100 Feet of the property

According to Pima County Geographic Information Systems and the Arizona Department of Water Resources, well #634473 is located on-site near the Scenic Drive and Pima Farms Road alignment. Well #804829 is located within 100 feet of the property in the center of the northern property boundary. There are no other wells located on-site, or within 100 feet of the property (*See Exhibit II.B.3.c: Existing Land Uses*).

Exhibit II.B.3.a: Existing Zoning

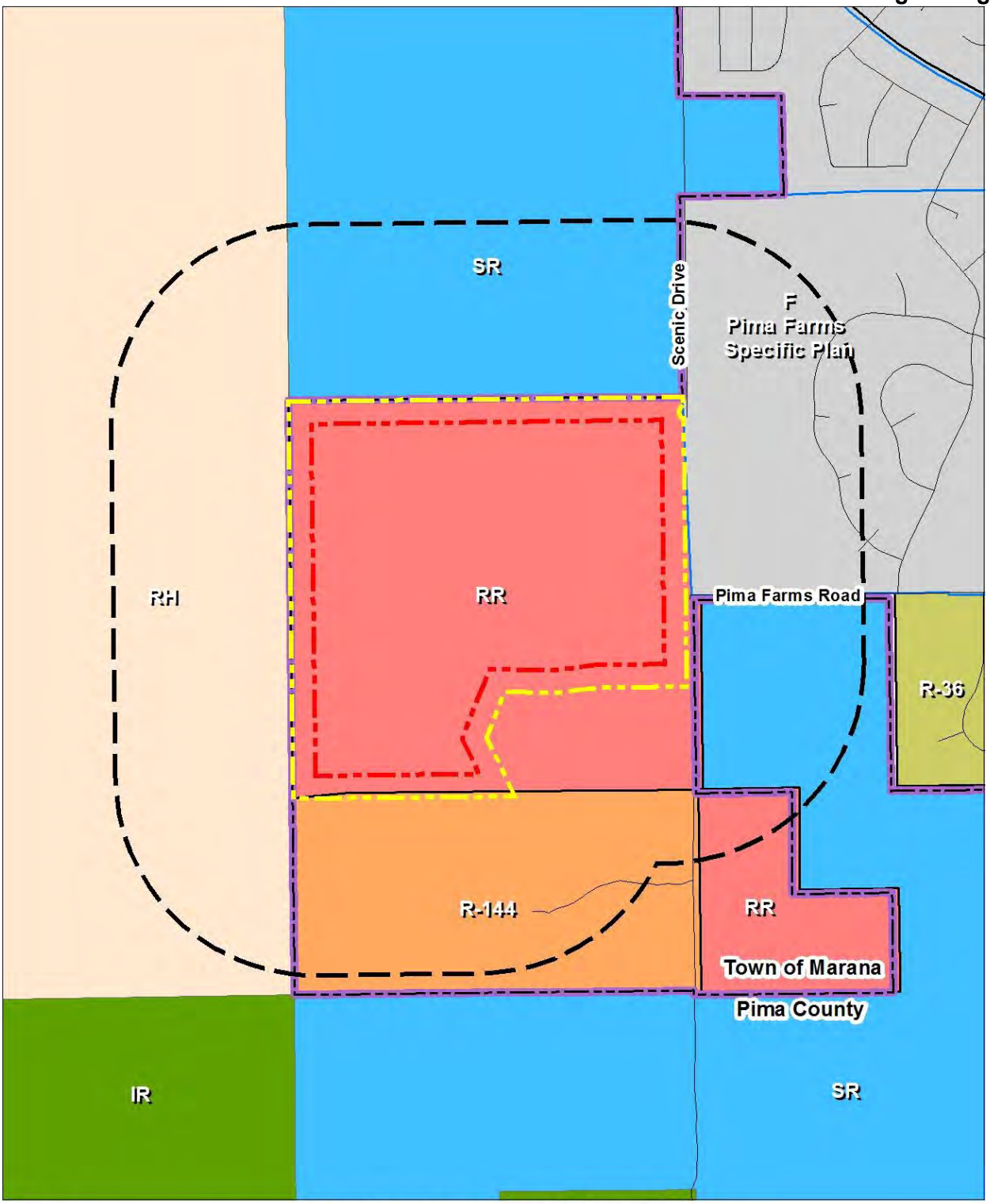


Exhibit II.B.3.b: General Plan Designations

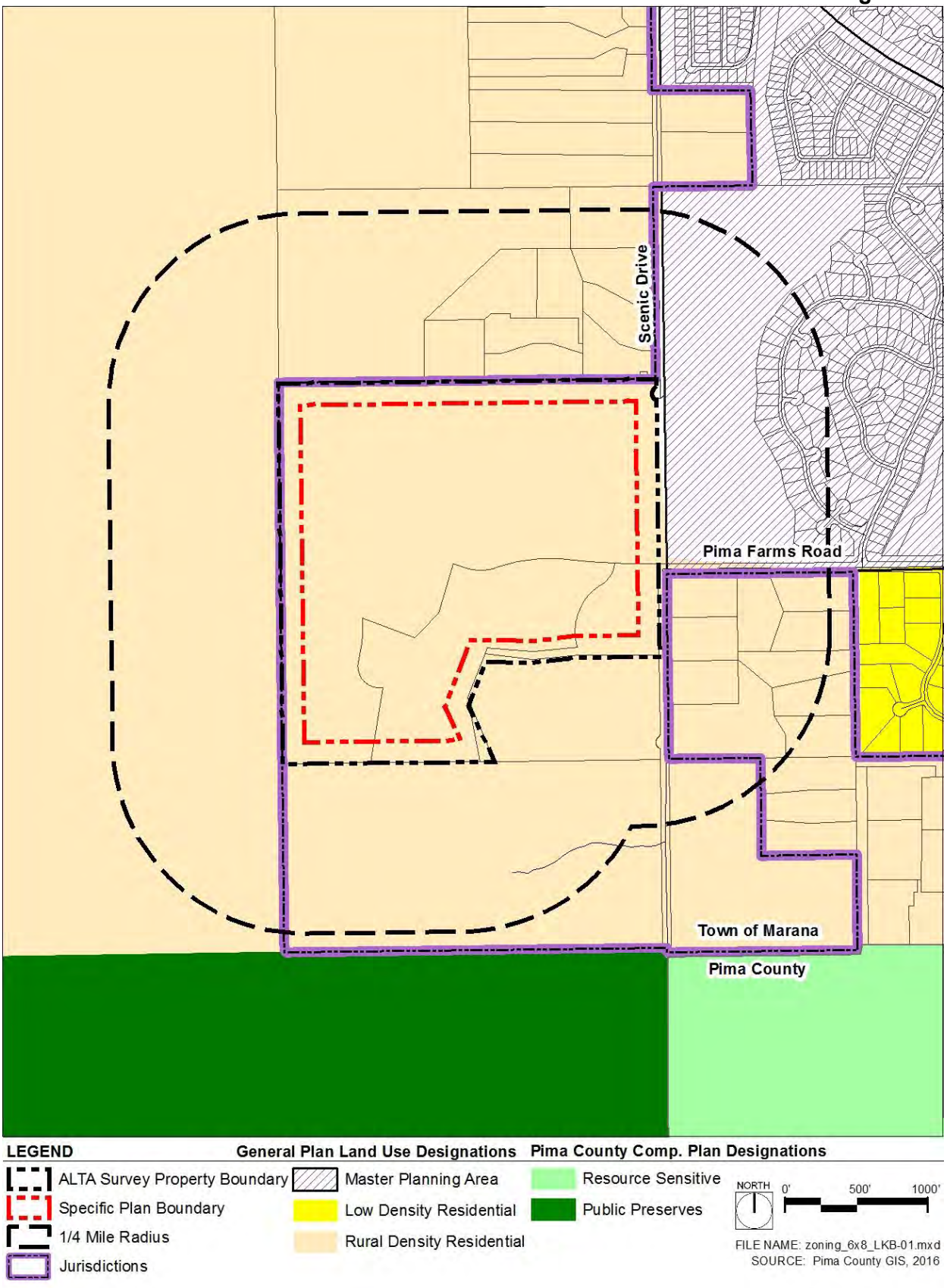
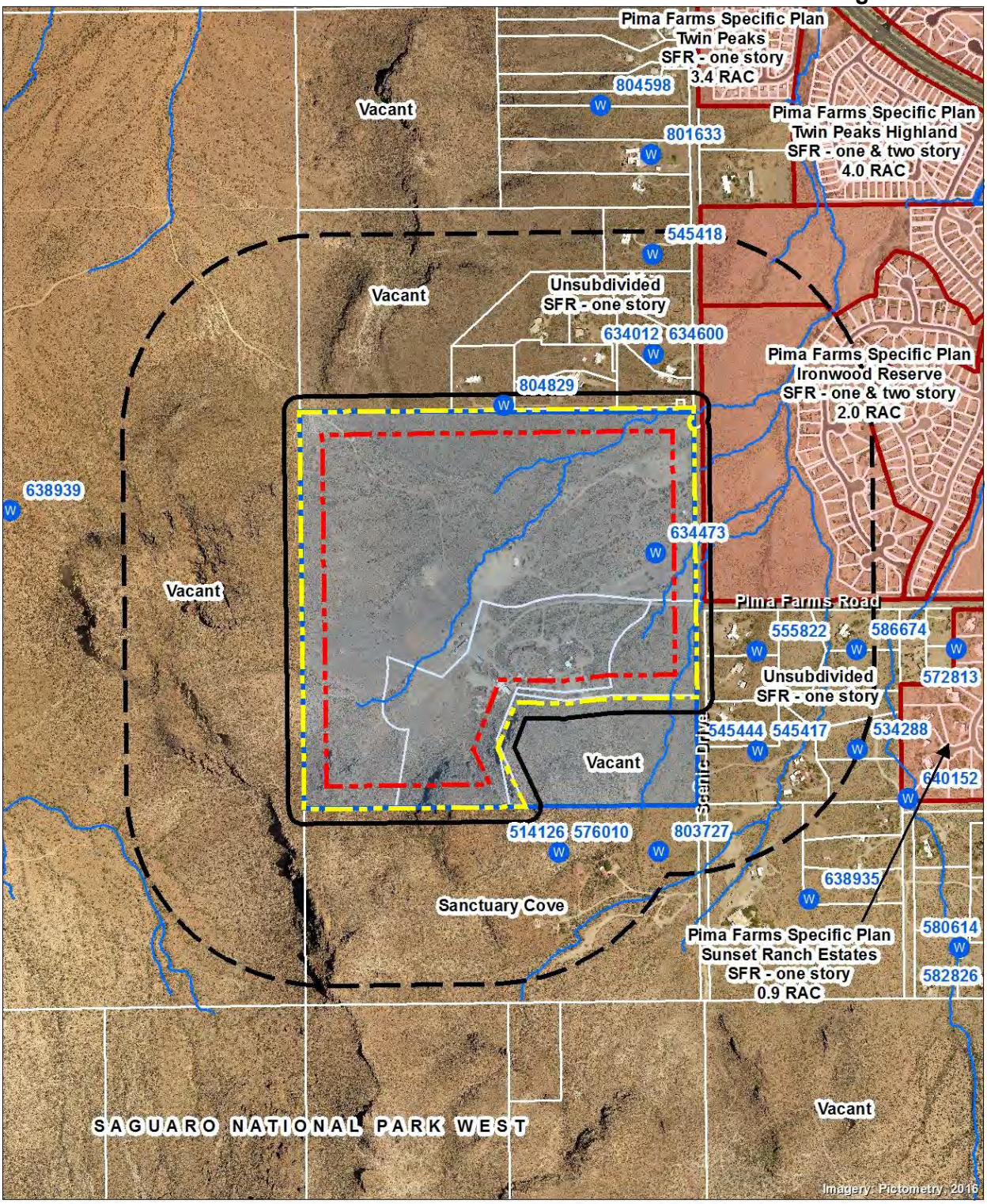


Exhibit II.B.3.c: Existing Land Uses



LEGEND

- ALTA Survey Property Boundary
- Specific Plan Boundary
- 100 Foot Radius
- 1/4 Mile Radius
- Approved Subdivision Plat
- Approved Development Plan
- Washes
- Wells (Registry ID Number labeled)

NORTH 0' 500' 1000'

FILE NAME: ex_cond_6x8_MAR-04.mxd
SOURCE: Pima County GIS, 2016

C. Topography and Slope

The elevations on the property range from approximately 2,410 feet at the southwestern corner to approximately 2,154 feet at the northeastern corner. Three un-named washes exit the property at the northeast corner and along the eastern boundary with flows under 500 CFS. Existing topography at 2' contour intervals is shown on *Exhibit II.C.1: Topography and Slope*.

1. Hillside Conservation Areas

There are level 1 restricted peaks and ridges located at the northwest and southwest corners of the property. Pl *Exhibit II.C.1: Topography and Slope*. According to Title 19 of the Town of Marana Land Development Code, all development is subject to a 300-foot setback from each peak or ridge designated as protected.

2. Rock Outcrops

There are rock outcrops along the southern and western boundaries of the subject site. As noted on the SRI, a small unique rock outcrop is located outside, but within close proximity to the northwest corner of the property.

3. Slopes of 15% or Greater

There is a small area along the western boundary with slopes between 15 and 25 percent. The southern portion of the site has slopes between 15 and 25 percent, as well as a large area with slopes greater than 25 percent. The surface slope of the property is shown on *Exhibit II.C.1: Topography and Slope*.

4. Other Significant Topographic Features

There are two small rocky peaks approximately 2,466 feet and 2,422 feet in elevation located outside the project area near the middle of the southern boundary.

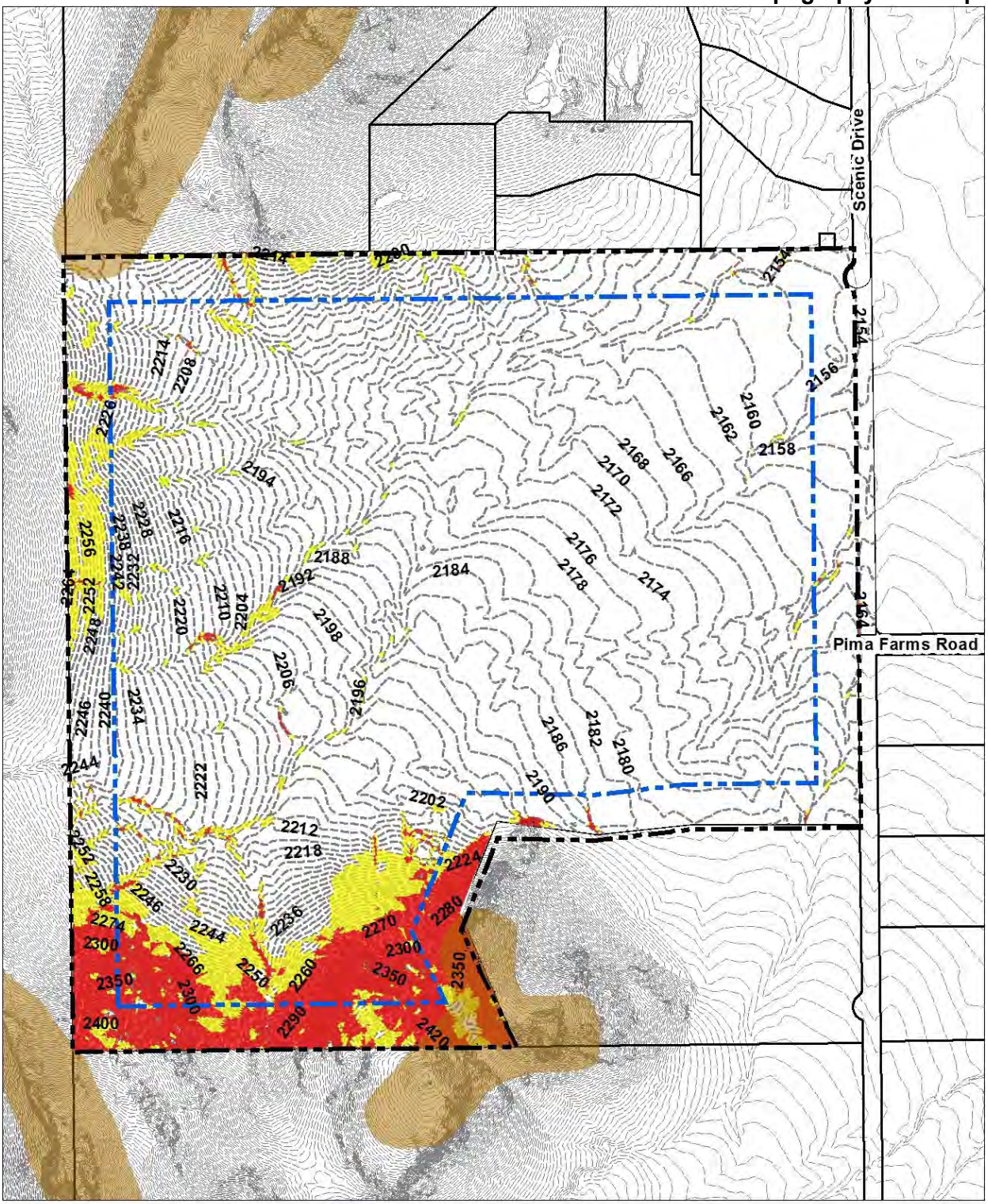
5. Pre-Development Cross-Slope

The average cross-slope of the property is approximately 10.47% from the southwest boundary of the site to the northeast corner.

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

Cross-slope = (I x L x 0.0023) / A
Where:
I = contour interval (2')
L = total length of contours (314,152)
0.0023 = conversion of "square feet" into "acres x 100"
A = total site area in acres (138 AC)

Exhibit II.C.1: Topography and Slope



LEGEND

- ALTA Survey Property Boundary
- Specific Plan Boundary
- Adjacent Parcels
- 2' Elevation Contours
- 15-25% slopes
- Greater than 25% slopes
- Restricted Peaks & Ridges

NORTH

0' 250' 500'

FILE NAME: topo_slope_6x8_MAR-04.mxd
SOURCE: Pima County GIS, 2016

D. Hydrology, Water Resources and Drainage

The following site hydrology information was analyzed and prepared by The WLB Group, Inc. All hydrology information is for illustrative purposes only and is subject to verification/modification via the drainage report with supporting calculations based on then existing and proposed conditions at the time of application.

1. Off-Site Watersheds

The off-site areas impacting the project site are from the Tucson Mountains located north, south, and west of the site. The site is nested within a small valley along the east side of the Tucson Mountains. The off-site flows are discharging across the west, north, and south property line in a sheet flooding fashion on mountain slopes greater than 10 percent. In the approved drainage study titled "Ironwood Reserve Final Drainage Report" prepared by Morrison-Maierle, Inc. dated February 4, 2004; these off-site watershed analyses were evaluated and verified within this report. This stormwater runoff is fast moving with erosive velocities and sheet flooding throughout. See *Exhibit II.D.1: Pre-Development Hydrology*.

Acreage of Upstream Off-site Watersheds with 100-year Discharge Greater Than 100 CFS

Table II.D.1: 100-Year Off-Site Peak Discharges

Concentration Point	Drainage Area (AC)	Q_{100} (CFS)
OS1	27.4	184
OS5	20.5	151

2. On-Site Hydrology

a. On-site drainage flow conditions are characterized by:

On-site stormwater flow drains from the west to the east predominately by sheet flow and braided natural channels. The average slope of the site is greater than 4 percent. Stormwater runoff that exits the site is conveyed across vacant desert landscape until it is intercepted by a channel adjacent to the western boundary of Ironwood Reserve residential development. This channel directs the flows north in a constructed channel through a single residential subdivision named Twin Peaks Highlands until it is ultimately intercepted by the Santa Cruz River located approximately three miles to the northeast.

All on-site hydrologic analysis will be performed using the latest version of PC Hydro. The Pima County PC-Hydro software uses rainfall depths derived from the Upper Bound of the 90% confidence interval from the NOAA Atlas 14. This data is available from the NOAA's National Weather Service Hydrometeorological design studies center precipitation frequency data server, which relies on the latitude and longitude of the project site. The soil types were provided from the most recent Natural Resource

Conservation Service (NRCS) soils study. Within this report, hydrologic soil types with the following Map Unit Names/Symbols are present within the project boundary: Anklam-Cellar-Rock outcrop complex, 15 to 55 percent slopes (Symbol 2), Pantano-Granolite complex, 5 to 25 percent slopes (Symbol 58), Pinaleno very cobbly sandy loam, 1 to 8 percent slopes (Symbol 62), and Sahuarita soils, mohave soils and urban land, 1 to 5 percent slopes (Symbol 72). Using the Pima County Hydrology Manual, the weighted basin factors range in size from 0.035 to 0.050. The vegetative cover and density will be determined using recent aerial photographs and site visits.

b. Federally Mapped Floodways and Floodplains:

The development site is located within Zone X, which states "areas determined to be outside of the 500-year flood hazard area" as defined by FIRM Panels 04019C1650-L, effective date June 16, 2011. Refer to *Exhibit II.D.2.b.1: FEMA FIRM* and *Exhibit II.D.2.b.2: FEMA Floodplain*. According to the Town of Marana Floodplain Ordinance, all non-FEMA washes greater than 50 cfs shall be mapped on-site for stormwater flows exiting and entering the project site. There are nine (9) watercourses on-site under existing conditions that exceed 50 cfs.

c. 100-Year Peak Discharge Exceeding 50 cfs:

The peak discharge rates for washes having a 100-year event flow greater than 50 cfs are shown below:

Table II.D.2.c: 100 Year Peak Discharge

Concentration Point	Drainage Area (AC)	Q_{100} (CFS)
1E	28.8	171
2E	44.0	249
3E	22.5	96
4E	3.0	14
5E	160.0	829
5.1E	48.0	319
5.2E	21.0	146
5.3E	27.0	190
5.4E	15.7	111
5.5E	22.8	168

See *Exhibit II.D.1: Pre-Development Hydrology.*

3. Existing Drainage Conditions along Downstream Property Boundary

The foothills of the Tucson Mountains are a series of alluvial fans where stormwater runoff is generally conveyed via sheet flow in ill-defined channels. The developments throughout the watersheds collect and redirect all sheet flow from these alluvial fans and ultimately deliver it to the Santa Cruz River. The land downstream of the project

site is predominantly comprised of residential and commercial developments. Furthermore, the downstream parcels also exist within various FEMA flood hazard zones.

Exhibit II.D.1: Pre-Development Hydrology

Exhibit II.D.2.b.1: FEMA FIRM

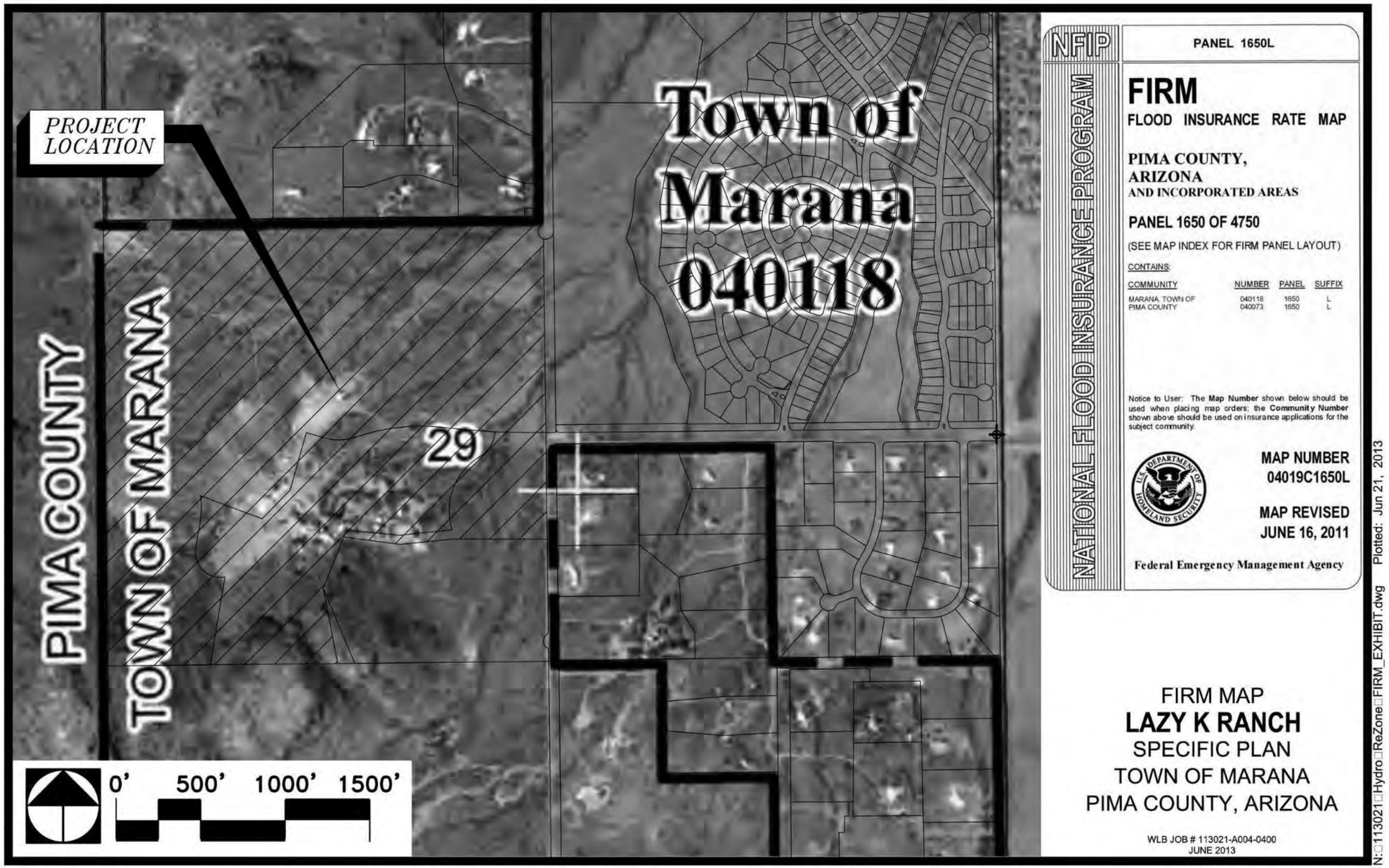
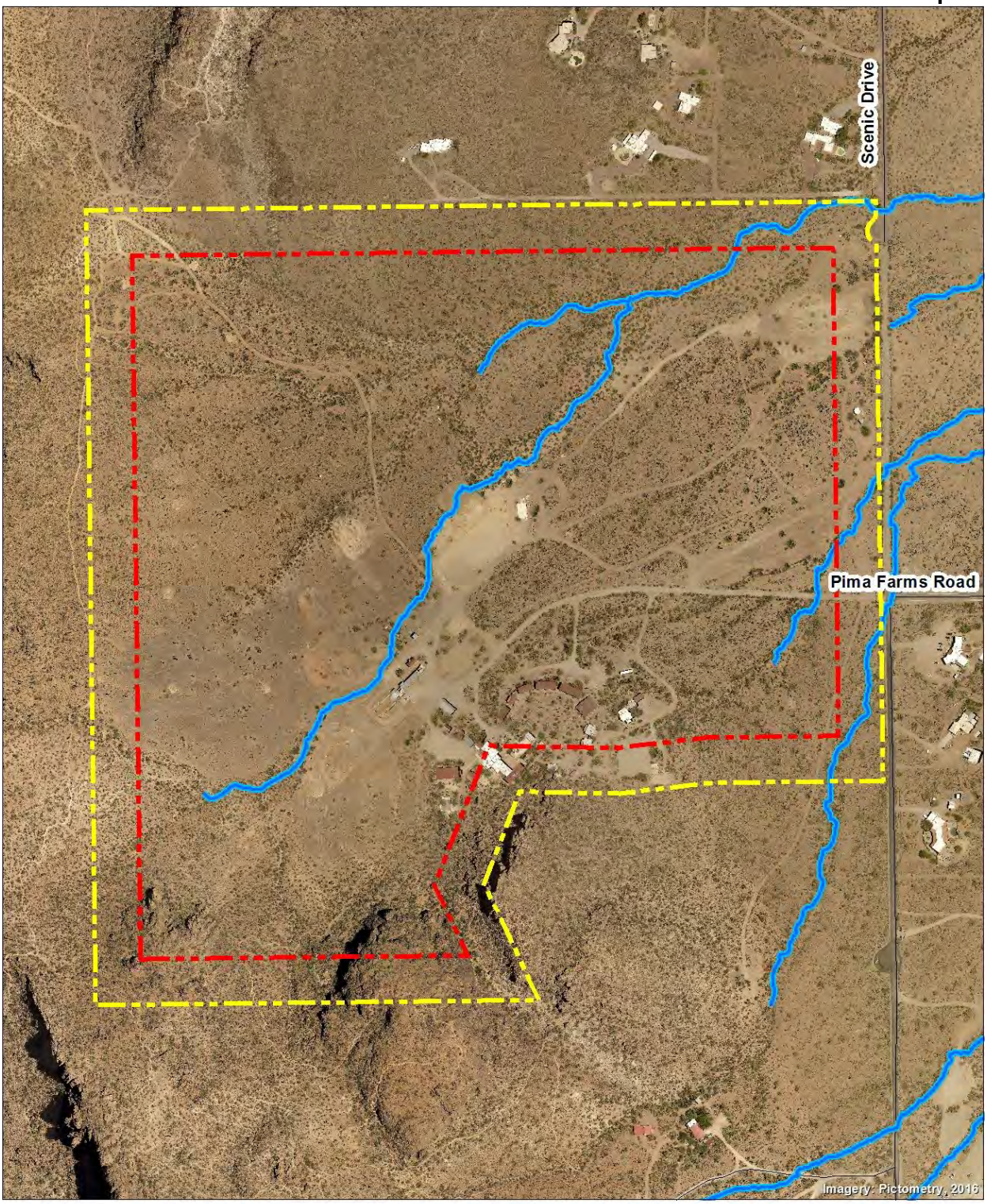


Exhibit II.D.2.b.2: FEMA Floodplain



LEGEND

ALTA Survey Property Boundary

Specific Plan Boundary

Washes

NOTE: FEMA Zone X (outside 100-year flood limits) covers entire map area

NORTH

0' 250' 500'

FILE NAME: hydro_6x8_MAR-04.mxd
SOURCE: Pima County GIS, 2016

E. Vegetation

1. Vegetative Communities and Associations On-Site

The project site is located on the eastern flank of the Tucson Mountains and contains native vegetation that is typical of that found in the Arizona Sonoran Desert. The site drains from the southwest to the northeast and there is one well-defined wash running through the northeastern portion of the property. The property occurs within the Arizona Upland subdivision of the Sonoran Desertscrub biotic community (Brown and Lowe 1980[1]). Existing vegetation is categorized into two distinct communities; Palo Verde – Mixed Cacti, in the uplands, and Sonoran Riparian Scrub growing along the wash (Pima County GIS 2013). See *Exhibit II.E.1: SDCP Vegetative Communities, Associations and Densities*

a. Arizona Upland Subdivision, Palo Verde-Mixed Cactus series:

A Site Resource Inventory was completed in accordance with Town of Marana requirements (See Exhibit II.E.2). Existing upland vegetation across the property is diverse in vegetation species composition and structure. Dominant species on the property include foothill palo verde (Parkinsonia microphylla), creosotebush (Larrea tridentata), triangle-leaf bursage (Ambrosia deltoidea), brittle bush (Encilia farinose), ocotillo (fouquieria splendens), barrel cacti (Ferocactus wislizenii), saguaro (Carnegiea gigantea), cholla species (Opuntia sp.), prickly pear species (Opuntia sp.) and a variety of other small cacti. Smaller numbers of blue palo verde (Parkinsonia florida) and desert ironwood (Olneya tesota) trees are also present. Mature ironwoods were not noted on the property.

The health of undisturbed upland vegetation on site is generally good to fair. The saguaro age structure is healthy. Many of the upland trees are exhibiting some signs of stress due to current drought conditions.

Portions of the site that have been accessed by clearing operations and/or grazing vary in condition from denude of any significant vegetation to minimal native understory vegetation. These areas are largely associated with previous ranching operations and/or grazing limits dictated by fencing.

b. Sonoran Riparian Scrub vegetation:

Sonoran Riparian Scrub vegetation is associated with the wash running through the northeast portion of the property. This community is dominated by mesquite trees (*Prosopis velutina*), whitethorn acacia (*Vachellia constricta*), and foothills palo verde (Parkinsonia michrophyla).

[1] Brown, D.E., and C. Lowe, 1980. Biotic communities – Southwestern United States and Northwestern Mexico. Map. University of Utah Press. Salt Lake City, Utah.

The exclusive defining factor of the existing riparian vegetation on-site is density. This vegetation is largely the same species makeup as the upland vegetation but with a greater density of plant coverage due to the concentrated runoff from rainfall. There are no species more typically defined as riparian in nature such as Hackberry (Celtis reticulate) or Cottonwood (Populus sp).

Exhibit II.E.3: Vegetation Densities, illustrates the extent of the two vegetative communities found on the Lazy K Bar property. Table II.E.1 presents a list of plants observed during a June 2013 site visit. Also observed, but not listed, were various bunch grasses and forbs.

Table II.E.1: Species list of plant species observed on site.

SCIENTIFIC NAME	COMMON NAME
Ambrosia deltoidea	Triangle-leaf bursage
Baccharis sarothroides	Desert broom
Carnegiea gigantea	Saguaro cactus
Echinocereus sp.	Hedgehog cactus
Ferocactus wislizenii	Barrel cactus
Fouquieria splendens	Ocotillo
Larrea tridentata	Creosotebush
Mammillaria microcarpa	Pincushion cactus
Olneya tesota	Desert ironwood
Opuntia engelmannii	Prickly pear cactus
Opuntia fulgida	Chain fruit cholla
Opuntia versicolor	Staghorn cholla
Parkinsonia microphylla	Foothills palo verde
Parkinsonia florida	Blue palo verde
Prosopis velutina	Velvet mesquite
Senegalia greggii	Catclaw acacia
Vachellia constricta	White thorn acacia

2. Significant Cacti and Groups of Trees

The saguaro population appears to have a stable age structure, with many young plants scattered throughout the site, as well as plants well over 30 feet in height, although the saguaro population on the property is typical for the area. No unusual groups of native trees or other native vegetation were noted on the property.

A portion of the site associated with the previous guest ranch facilities contains some introduced non-native plants such as palm trees, non-native agaves, and ornamental shrubs.

3. Special-Status Plant Species

The U.S. Fish and Wildlife Service (USFWS) identifies five plant species in Pima County that have protection under the Endangered Species Act (ESA) (Table II.E.3)[2]. None of these species are expected to occur on the property. In addition, the Arizona Game and Fish Department's (AGFD) Heritage Data Management System (HDMS) was accessed via their On-line Environmental Review Tool, to locate records of occurrence within 3 miles of the property for these species. The HDMS also includes records for numerous other species that do not have Endangered Species Act (ESA) protection (special-status species), and of lands of environmental concern, such as critical habitat for species with ESA protection and wildlife linkage corridors. The HDMS does not include records for any plant species with ESA protection. The summary page from the HDMS review has been included as *Exhibit: II.F.1: AGFD Online Environmental Review*.

The HDMS does identify two special-status species within 3 miles of the property; the Stag-horn Cholla or *Opuntia versicolor* and the Pima Indian Mallow or *Abutilon parishii*. The species are designated *salvage restricted* (SR), and *sensitive* (S), *salvage restricted* and *species of concern* (SC) respectively, under the Arizona Native Plant Law.

Marana's draft Habitat Conservation Plan (HCP) does not include any plant species to consider.

Table II.E.3: USFWS List of Plant Species for Pima County

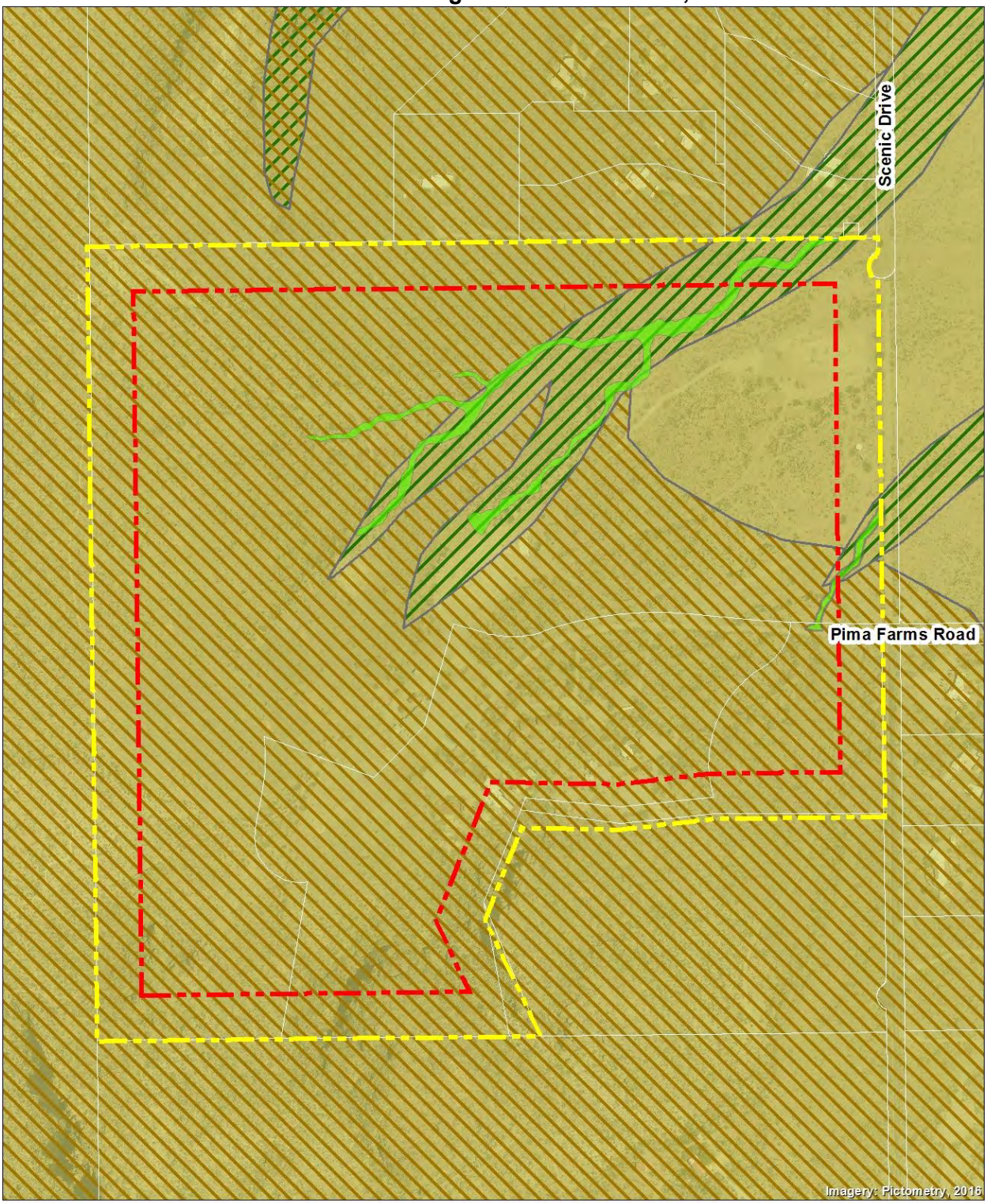
Common Name	Scientific Name	ESA Status
Plants		
Acuña cactus	*Echinomastus erectocentrus var. acunensis*)	Proposed Endangered
Gooding's onion	*Allium gooddingii*)	Conservation Agreement
Huachuca water umbel	*Lilaeopsis schaffneriana* ssp. *recurva*)	Endangered
Kearney's blue star	*Amsonia kearneyana*)	Endangered
Pima pineapple cactus	*Coryphantha scheeri* var. *robustispina*)	Endangered
Nichol Turk's head cactus	*Echinocactus horizonthalonius* var. *nicholii*)	Endangered

[2] http://www.fws.gov/southwest/es/arizona/Documents/CountyLists/Pima.pdf

4. Vegetative Densities by Percentage of Plant Cover

The Pima County GIS (2013) categorizes the upland, Palo Verde – Mixed Cactus vegetation on the property as medium density, and the Sonoran Riparian Scrub vegetation along the washes as high density. According to 2013 Pima County GIS data, the Palo Verde – Mixed Cacti accounts for 112.6 acres and the Sonoran Riparian Scrub accounts for 12.6 acres. On the site, the high density vegetation appeared restricted to the limits of the revised IRA. *Exhibit II.E.3: Vegetation Densities*, illustrates the vegetative community densities found on the property.

Exhibit II.E.1: SDCP Vegetative Communities, Associations and Densities



LEGEND

- ALTA Survey Property Boundary
- Specific Plan Boundary
- Parcels

Vegetation

- Sonoran Desertscrub
- Field Verified IRA

Pima County Special Elements

- Palo Verde - Mixed Cacti
- Sonoran Riparian Scrub

NORTH

0' 250' 500'

FILE NAME: Vegetation_6x8_MAR-04.mxd
SOURCE: Pima County GIS, 2016

Exhibit II.E.2: Site Resource Inventory (Sheets 1-8)

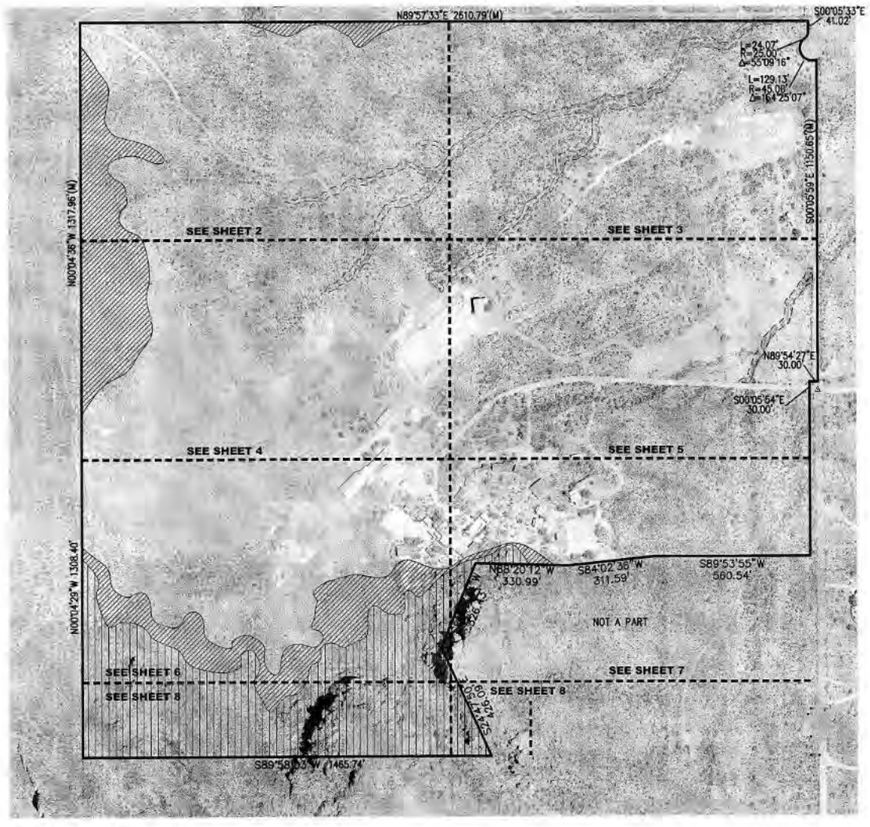
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LAZY K BAR RANCH

SRI LEGEND

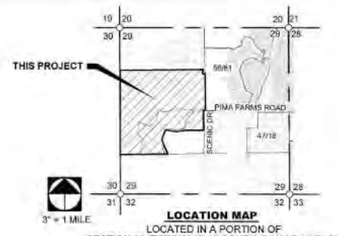
- UNIQUE SIGNIFICANT VEGETATION (NONE)
- RIPARIAN AREAS (FIELD VERIFIED)
- WILDLIFE CORRIDORS (NONE)
- UNIQUE ROCK OUTCROPPINGS **
- STEEP HILLSIDE SLOPES >15% - 25% SLOPES * (15%)
- STEEP HILLSIDE SLOPES >25% SLOPES * (25%)
- FEMA 100 - YEAR REGULATORY FLOOD LIMITS (NONE)

*APPROXIMATE LOCATION - FOR PLANNING PURPOSES ONLY

** NOTE: ROCK OUTCROPS IN THE STEEP SLOPES NOT SHOWN ON PLAN



PROJECT LAYOUT
SCALE 1"=200'
AERIAL PHOTO DATE = 2012



LOCATION MAP
LOCATED IN A PORTION OF
SECTION 29, TOWNSHIP 12 SOUTH, RANGE 12 EAST
GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

DEVELOPER
MARACAY HOMES
ATTENTION: JEN RUBY
15279 N. SCOTTSDALE ROAD #300
SCOTTSDALE, AZ 85254
PHONE: 480.346.2691

SHEET INDEX

SHEET 1	COVER SHEET
SHEET 2 THRU 8	AERIAL PHOTO

SITE RESOURCE INVENTORY
LAZY K BAR RANCH
LOCATED IN A PORTION OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 12 EAST,
GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

The WLB Group Inc. **WLB** Engineering, Planning, Surveying, Landscape Architecture, Urban Design
Offices located in Tucson, Phoenix, Flagstaff, Arizona, and Las Vegas, Nevada
4444 East Broadway, Tucson, Arizona (520) 881-7480

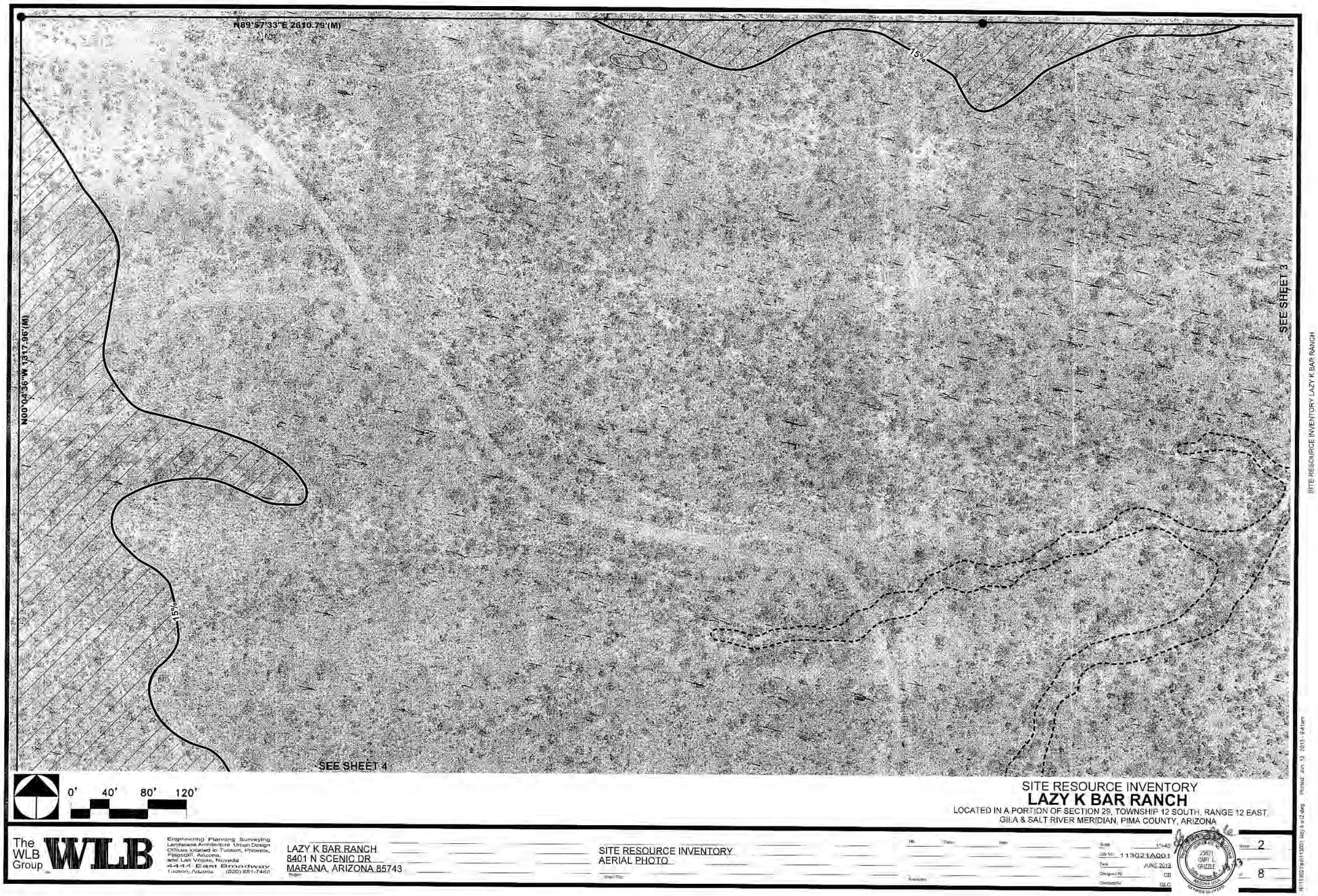
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MARANA, ARIZONA 85743

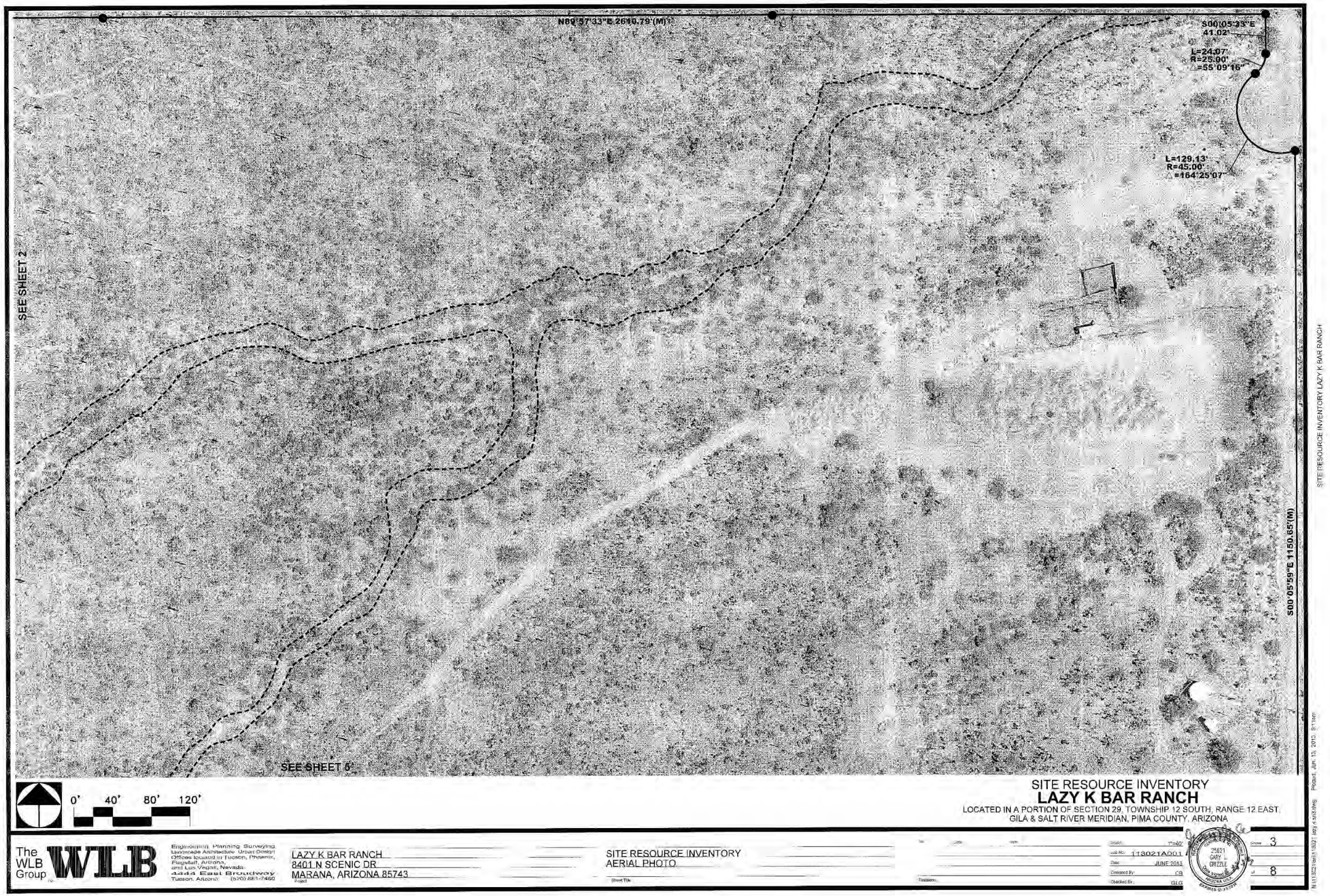
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COVER SHEET

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of: 8

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SEE SHEET 4
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LAZY K BAR RANCH
LOCATED IN A PORTION OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 12 EAST,
GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA
The WLB Group
WLB
Engineering Planning Surveying
Landscape Architecture Urban Design
Offices located in Tucson, Phoenix,
Flagstaff, Arizona,
and Las Vegas, Nevada
4444 East Broadway
Tucson, Arizona (520) 881-7480
LAZY K BAR RANCH
8401 N SCENIC DR
MARANA, ARIZONA 85743
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of 8
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SITE RESOURCE INVENTORY
LAZY K BAR RANCH
LOCATED IN A PORTION OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 12 EAST,
GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

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4444 East Broadway Tucson, Arizona (520) 881-7480

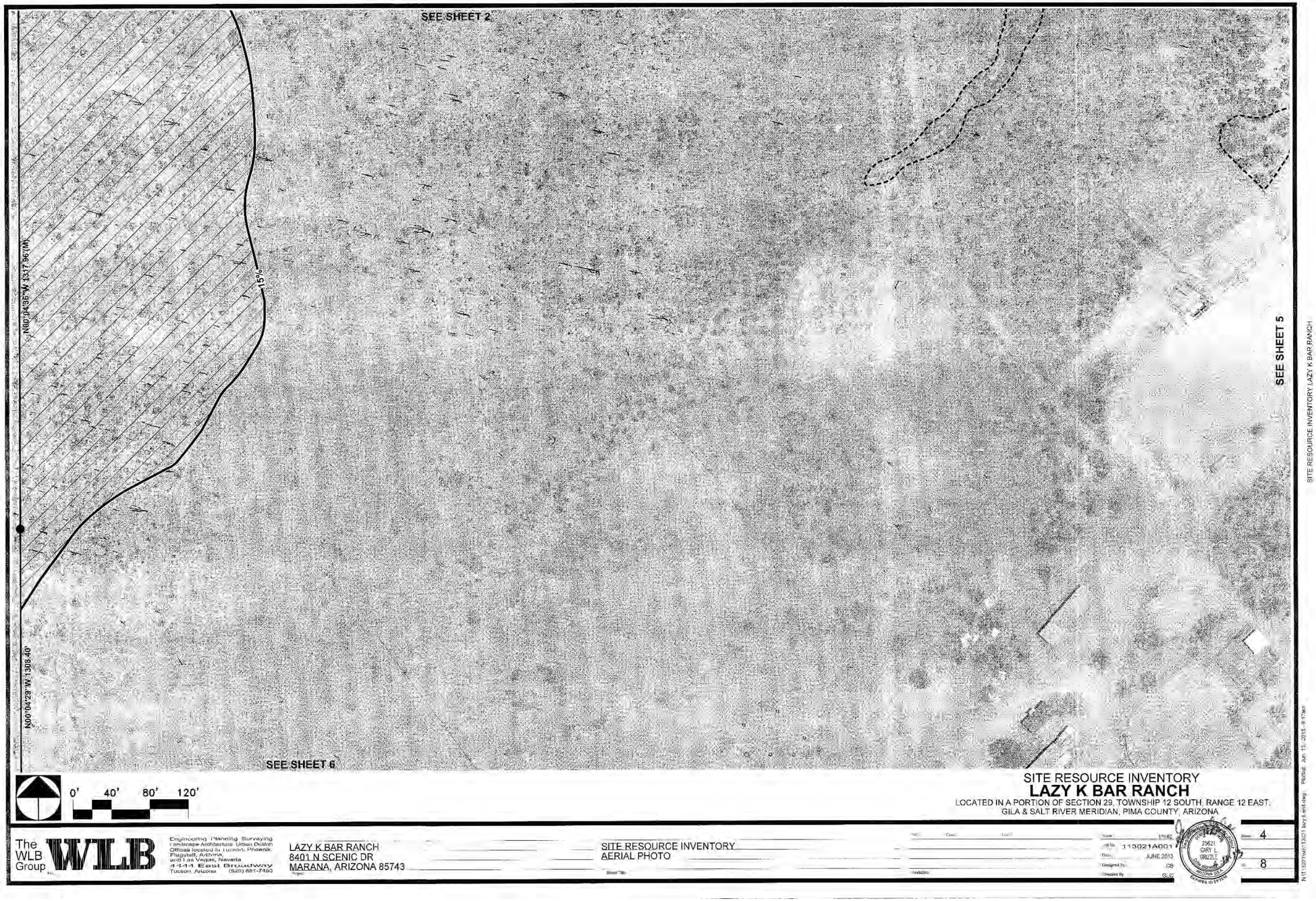
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MARANA, ARIZONA 85743
Project

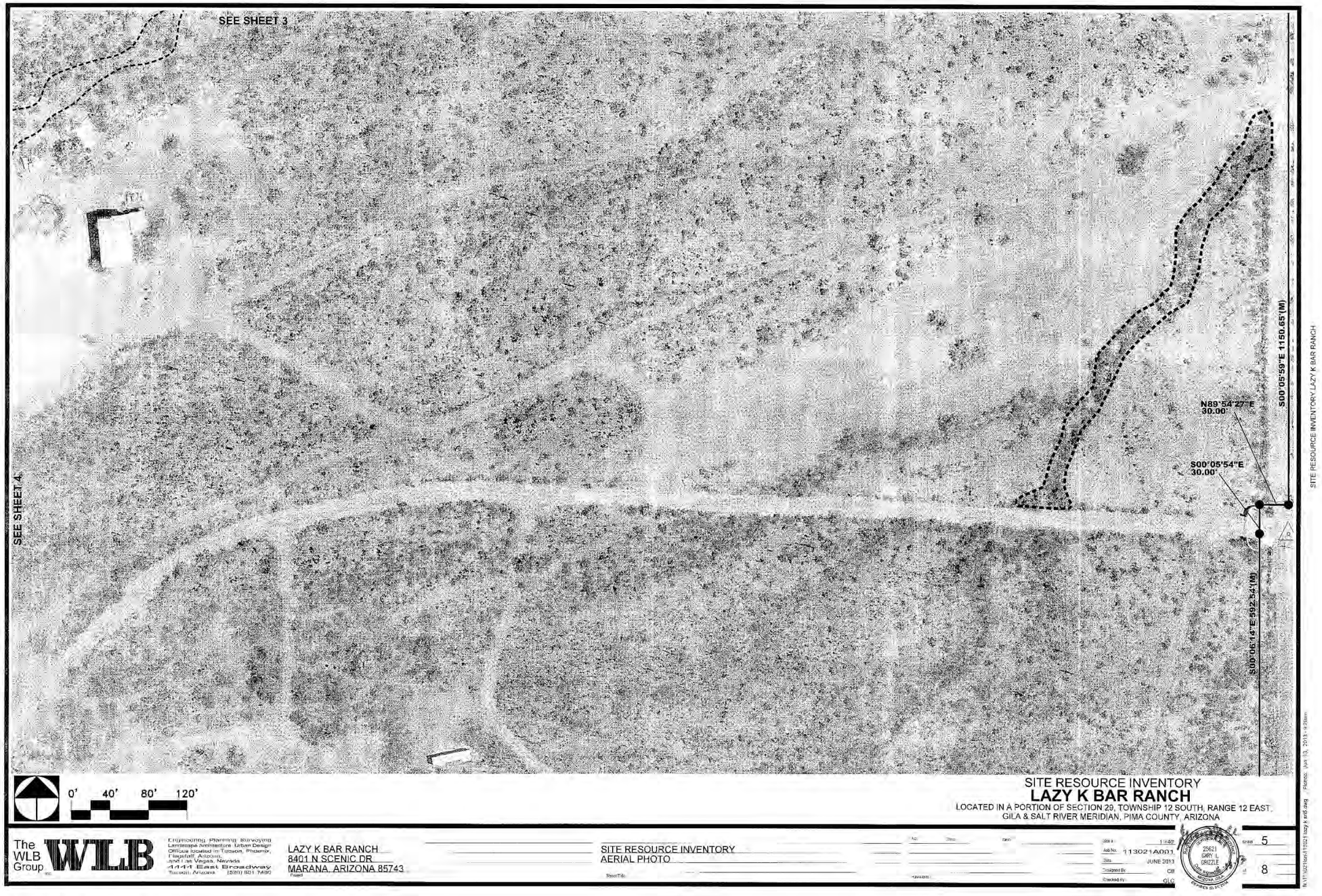
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Sheet 3 of 8

25821 GARY L. GRIZZLE REGISTERED ARIZONA LAND SURVEYOR

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SEE SHEET 5
SEE SHEET 6
0' 40' 80' 120'
SITE RESOURCE INVENTORY
LAZY K BAR RANCH
LOCATED IN A PORTION OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 12 EAST,
GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA
The WLB Group
WLB
Engineering Planning Surveying
Landscape Architecture Urban Design
Offices located in Tucson, Phoenix,
Flagstaff, Arizona,
and Las Vegas, Nevada
4444 East Broadway
Tucson, Arizona (520) 881-7480
LAZY K BAR RANCH
8401 N SCENIC DR
MARANA, ARIZONA 85743
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SITE RESOURCE INVENTORY LAZY K BAR RANCH



SITE RESOURCE INVENTORY
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GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

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Engineering Planning Surveying
Landscape Architecture Urban Design
Offices located in Tucson, Phoenix,
Flagstaff, Arizona,
and Las Vegas, Nevada
4444 East Broadway
Tucson, Arizona (520) 801-7499

LAZY K BAR RANCH
8401 N SCENIC DR
MARANA, ARIZONA 85743

SITE RESOURCE INVENTORY
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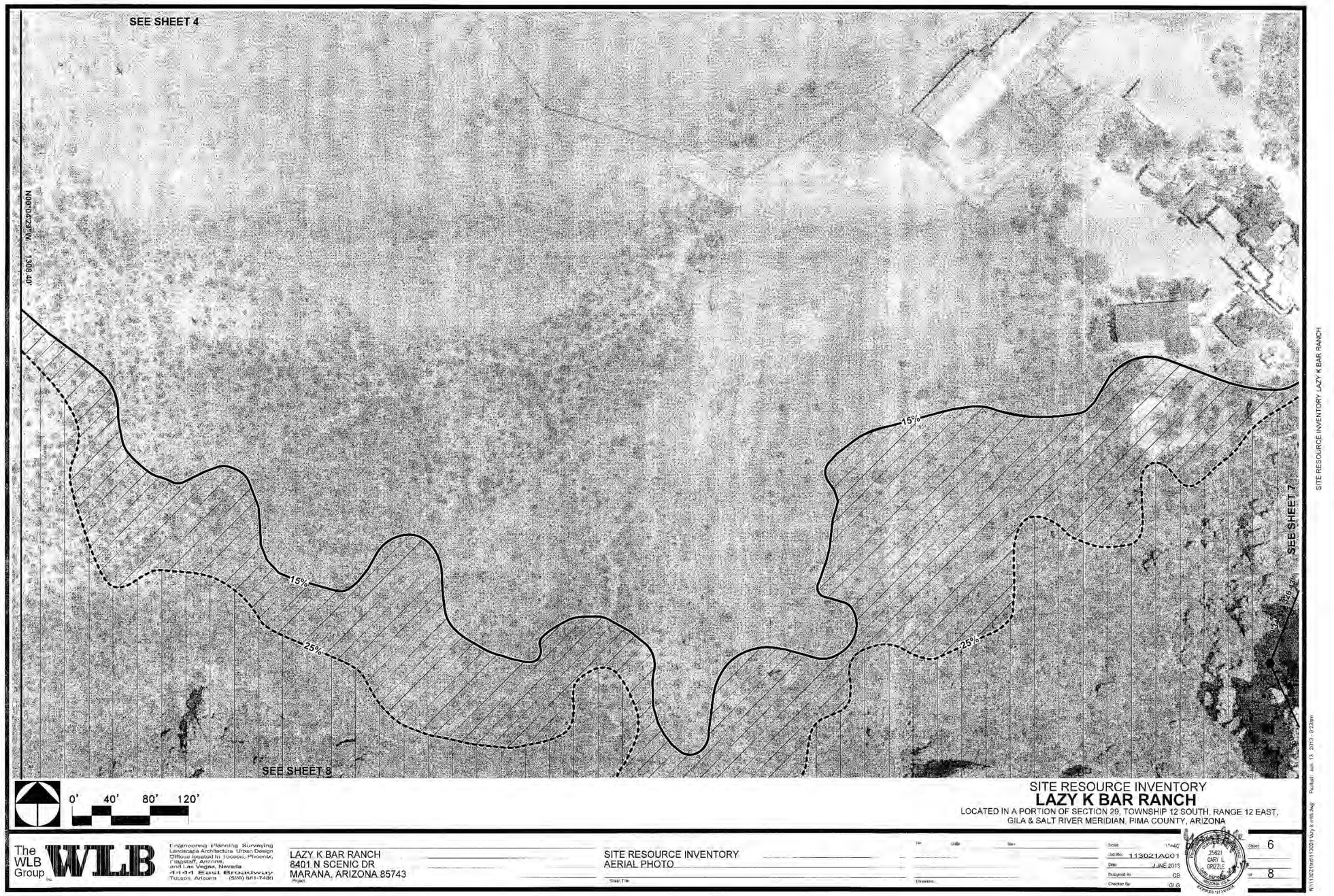
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Sheet 5 of 8

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SITE RESOURCE INVENTORY
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GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

The WLB Group — Engineering Planning Surveying Landscape Architecture Urban Design
Offices located in Tucson, Phoenix, Flagstaff, Arizona, and Las Vegas, Nevada
4444 East Broadway, Tucson, Arizona (520) 881-7480

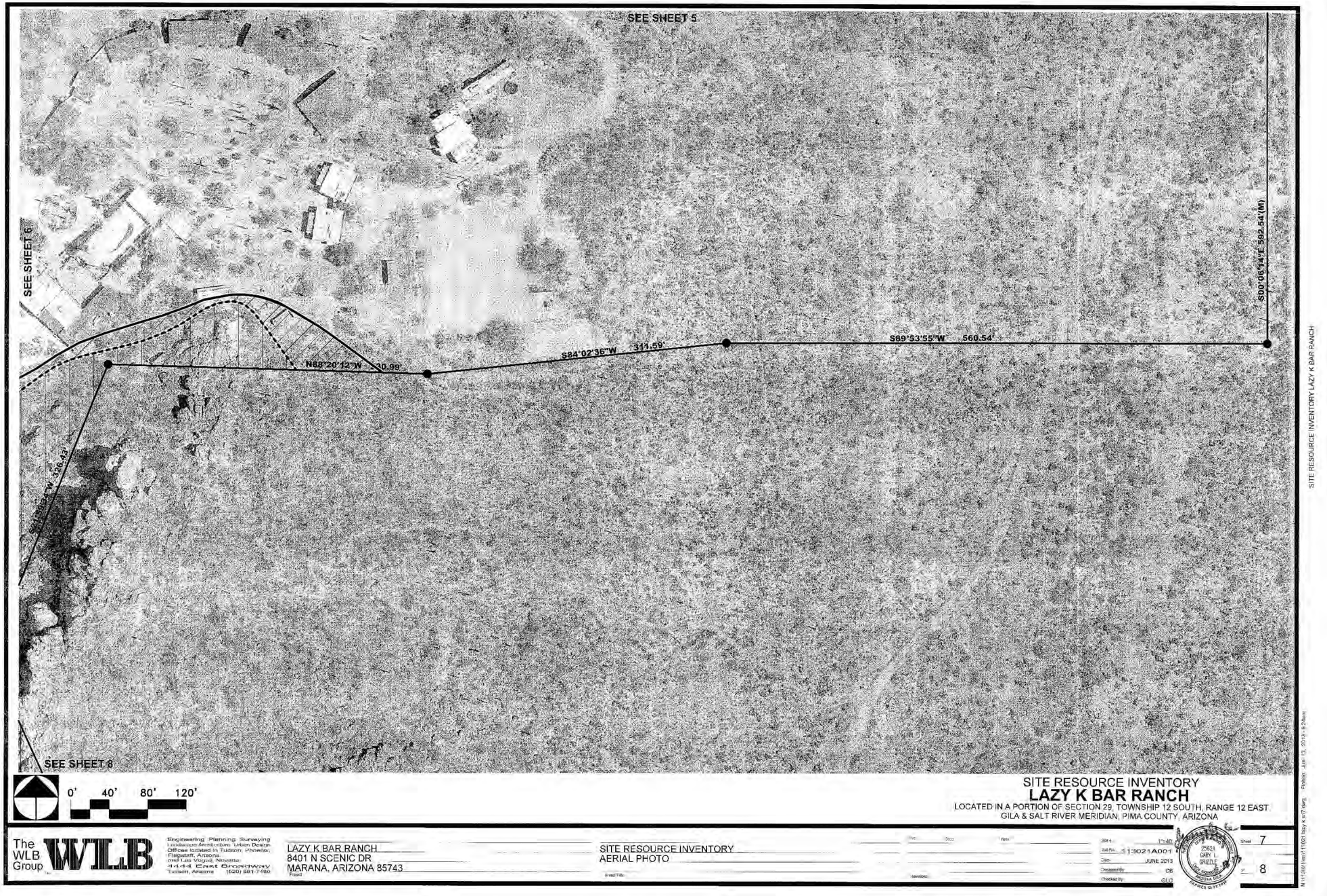
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MARANA, ARIZONA 85743

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Sheet 6 of 8

SITE RESOURCE INVENTORY LAZY K BAR RANCH



SITE RESOURCE INVENTORY
LAZY K BAR RANCH
LOCATED IN A PORTION OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 12 EAST
GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

The WLB Group — Engineering, Planning, Surveying; Landscape Architecture, Urban Design. Offices located in Tucson, Phoenix, Flagstaff, Arizona; and Las Vegas, Nevada. 4444 East Broadway, Tucson, Arizona (520) 881-7480

LAZY K BAR RANCH
8401 N SCENIC DR
MARANA, ARIZONA 85743

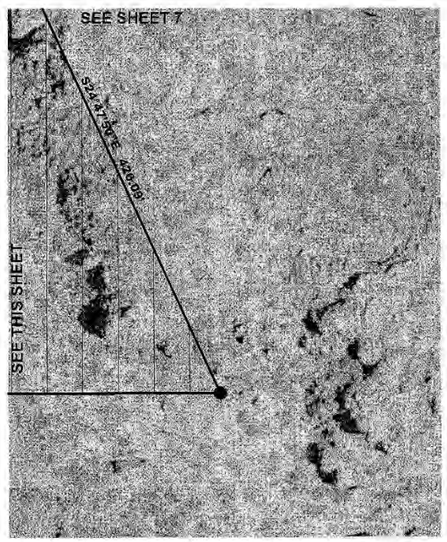
SITE RESOURCE INVENTORY
AERIAL PHOTO

Site # 1"=80'
Job No. 13021A001
Date JUNE 2013
Designed By DB
Checked By GLG
Sheet 7
of 8

SITE RESOURCE INVENTORY LAZY K BAR RANCH

N:\13001\Item\13021 lazy k sir07.dwg Plotted: Jun 13, 2013 - 9:24am





0' 40' 80' 120'

SITE RESOURCE INVENTORY
LAZY K BAR RANCH
LOCATED IN A PORTION OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 12 EAST,
GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

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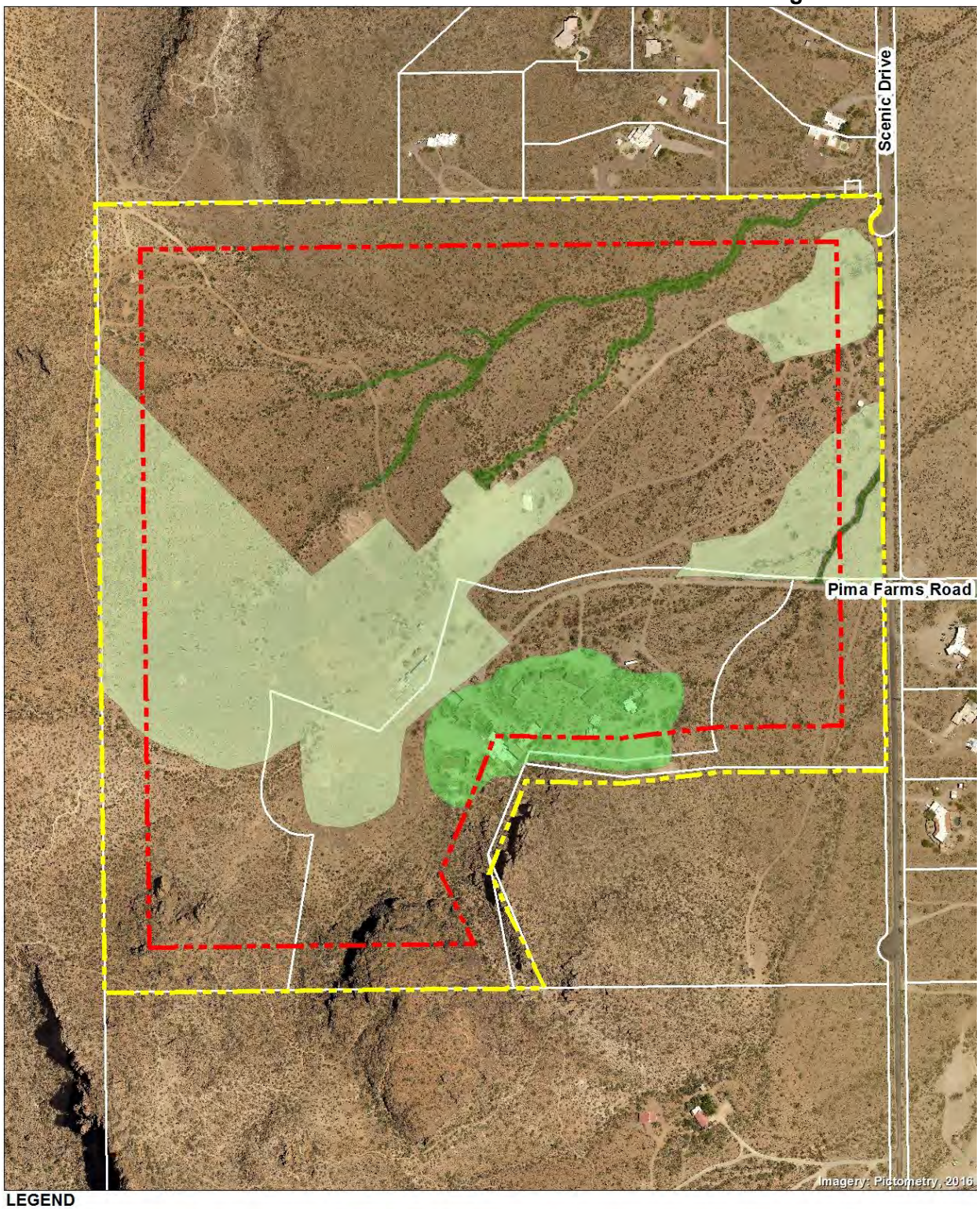
SITE RESOURCE INVENTORY
AERIAL PHOTO

Scale: 1"=40'
Job No. 113021A001
Date: JUNE 2013
Designed by: CB
Drawn by: GLG
Sheet: 8 of 8

25021 GARY L. GRIZZLE REGISTERED LANDSCAPE ARCHITECT

SITE RESOURCE INVENTORY LAZY K BAR RANCH

Exhibit II.E.3: Vegetation Densities



F. Wildlife

1. Letter from Habitat Specialist

a. Presence of any State-listed Threatened or Endangered Species

The Sonoran Desert Tortoise (*Gopherus morafkai*) is a candidate for ESA protection. The HDMS search found that the tortoise occurs within 3 miles of the property. The tortoise carries *sensitive* and *wildlife of special concern* designations.

The Fulvous Whistling-Duck or *Dendrocygna bicolor* occurs within 3 miles of the specific plan area and carries a *species of concern* status.

There are two wildlife corridors within 3 miles of the project, including: Coyote – Ironwood – Tucson Linkage Design and the Tucson – Tortolita – Santa Catalina Mountains Linkage Design.

b. High Densities of a Given Species

According to the Arizona Game and Fish Department, there is no evidence that high densities of a given species exist within the project area.

2. Arizona Game and Fish Department Environmental Review

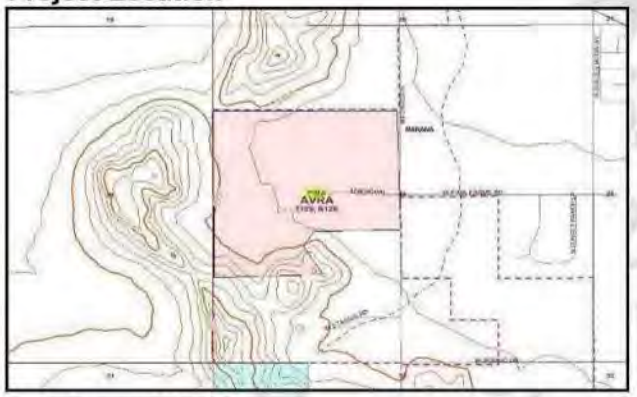
In support of this analysis, the AGFD HDMS was accessed via their On-line Environmental Review Tool, to locate records of occurrence within 3 miles of the property for these species. The summary page from the HDMS review has been included as Exhibit: II.F.1: AGFD Online Environmental Review.

The HDMS does include records for one species that does not have Endangered Species Act (ESA) protection: the Cactus Ferruginous Pygmy-owl (Glaucidium brasilianum cactorum), which used to have ESA protection. The Pygmy-owl receives the protections provided by the Migratory Bird Treaty Act and is designated as a sensitive (S), species of concern, and Wildlife of Special Concern (WSC).

Exhibit II.F.1: AGFD Online Environmental Review

Arizona's On-line Environmental Review Tool
Search ID: 20130603020456
Project Name: MAR-04
Date: 6/3/2013 10:04:05 AM

Project Location



Project Name: MAR-04
Submitted By: Kelly Lee
On behalf of: CONSULTING
Project Search ID: 20130603020456
Date: 6/3/2013 10:04:01 AM
Project Category: Development Within Municipalities (Urban Growth),Residential single dwelling and associated infrastructure,New construction
Project Coordinates (UTM Zone 12-NAD 83): 486400.745, 3580309.885 meter
Project Area: 131.991 acres
Project Perimeter: 3201.910 meter
County: PIMA
USGS 7.5 Minute Quadrangle ID: 1725
Quadrangle Name: AVRA
Project locality is currently being scoped

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

The Department appreciates the opportunity to provide in-depth comments and project review when additional information or environmental documentation becomes available.

Special Status Species Occurrences/Critical Habitat/Tribal Lands within 3 miles of Project Vicinity:

Name	Common Name	FWS	USFS	BLM	State
Abutilon parishii	Pima Indian Mallow	SC	S	S	SR
Coyote - Ironwood - Tucson Linkage Design	Wildlife Corridor				
Dendrocygna bicolor	Fulvous Whistling-Duck	SC			
Glaucidium brasilianum cactorum	Cactus Ferruginous Pygmy-owl	SC	S	S	WSC
Gopherus morafkai	Sonoran Desert Tortoise	C*	S		WSC
Opuntia versicolor	Stag-horn Cholla				SR
Tucson - Tortolita - Santa Catalina Mountains Linkage Design	Wildlife Corridor				

Page 1 of 7 APPLICATION INITIALS: _____

G. Viewsheds

1. Viewsheds Onto and Across the Site

The Lazy K Bar Ranch project area is located on the edge of a developing area within the Town of Marana limits. Residential developments exist in the vicinity to the north, south and east of the site, with one residence to the west on the other side of the mountains in the Avra Valley, almost a half-mile away. Topography within the project area contains slopes that are greater than 15 percent along the west boundary and in the southwest portion of the site. Just outside the west boundary, there are steep cliff-sides and significant topographic features, including a mountain range to the southwest of the site. The general landscape is dominated by natural desert upland vegetation with three washes crossing through the project area. Viewsheds onto and across the site are dominated by mature native trees, cacti, and shrubs. Views of the middle ground are partially obstructed by vegetation in the foreground. Views of the background (greater than eight miles) include the Tortolita, Tucson, and Catalina Mountains.

See *Exhibit II.G.1.a: Photo Key Map* and *Exhibit II.G.1.b: Site Photos*.

2. Area of High Visibility from Adjacent Off-Site Uses

North: The northern boundary of the specific plan area slopes up to a hillside at the northwestern corner, which allows for increased visibility south onto the site; the top of the hill provides increased visibility of homes located just north of the specific plan.

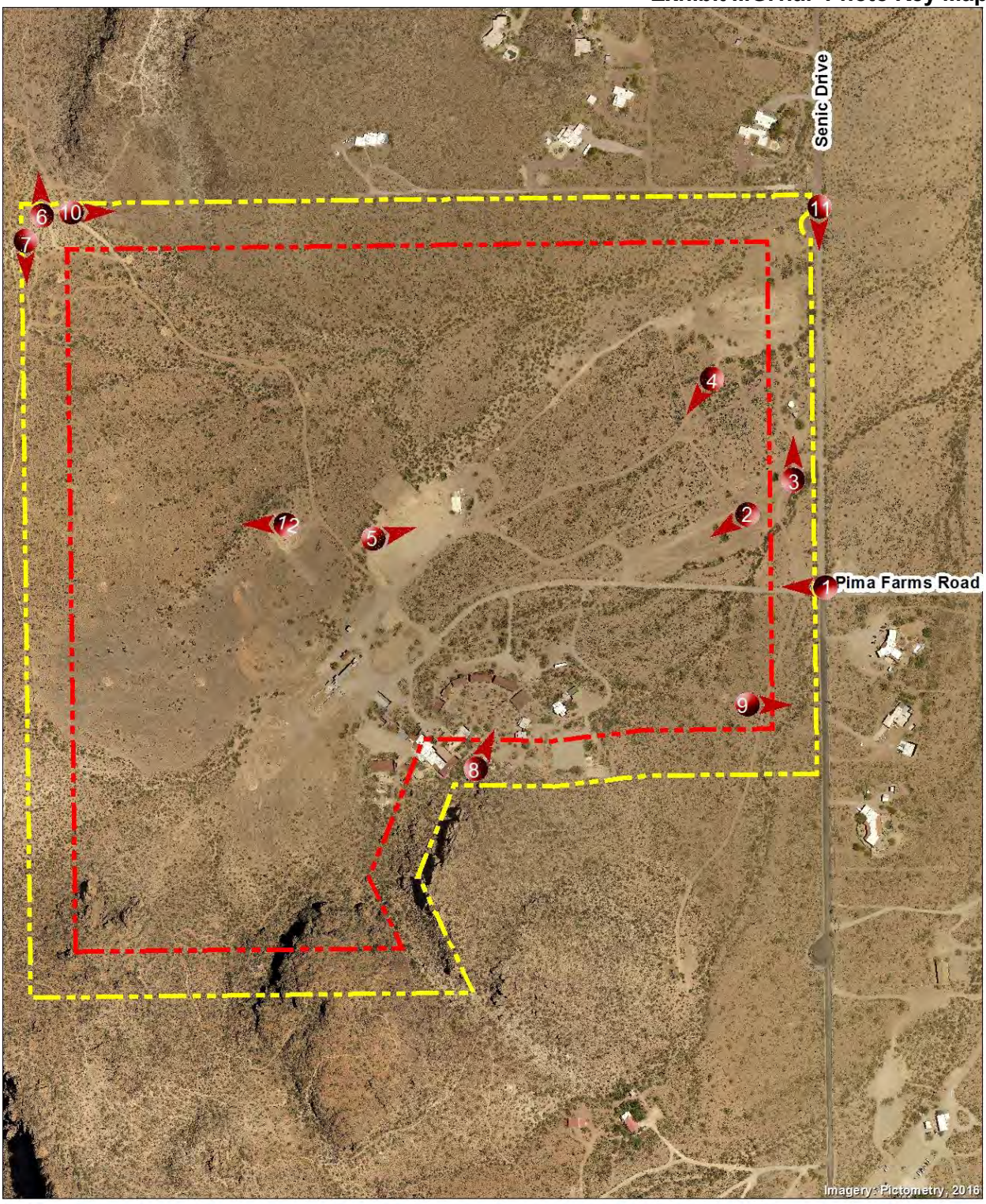
South: The Tucson Mountains, including Brown Mountain, provide increased elevation, allowing for increased visibility when looking north, across the site; vegetation is not a limiting factor.

East: The eastern portion of the specific plan area is relatively flat with slightly changing topography and varying vegetation densities that limit the views to the west.

West: The Tucson Mountains provide increased elevation, allowing for increased visibility when looking east, across the site; vegetation is not a limiting factor.

See Exhibit II.G.2: Visibility.

Exhibit II.G.1.a: Photo Key Map



LEGEND

- ALTA Survey Property Boundary
- Specific Plan Boundary
- 4 Photo ID & location photo was taken

NORTH

0' 250' 500'

FILE NAME: PhotoKeyMap_6x8_MAR-04.mxd
SOURCE: Pima County DOT GIS, 2016

Exhibit II.G.1.b: Site Photos



Photo 1: View looking west onto the site from the eastern property boundary, Scenic Drive.



Photo 2: View near eastern boundary looking west across the site and disturbed area.



Photo 3: View looking north from the eastern portion of the site towards well and water storage.



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



Photo 5: View looking east from the center of the site.



Photo 6: View looking north from the northwest corner of the site.

Exhibit II.G.1.b: Site Photos, continued



Photo 7: View looking south along the western boundary from the northwest corner of the site.



Photo 8: View looking northeast from the south-central part of the site.



Photo 9: View looking east from the eastern portion of the site.



Photo 10: View looking east from northwestern corner of the site.

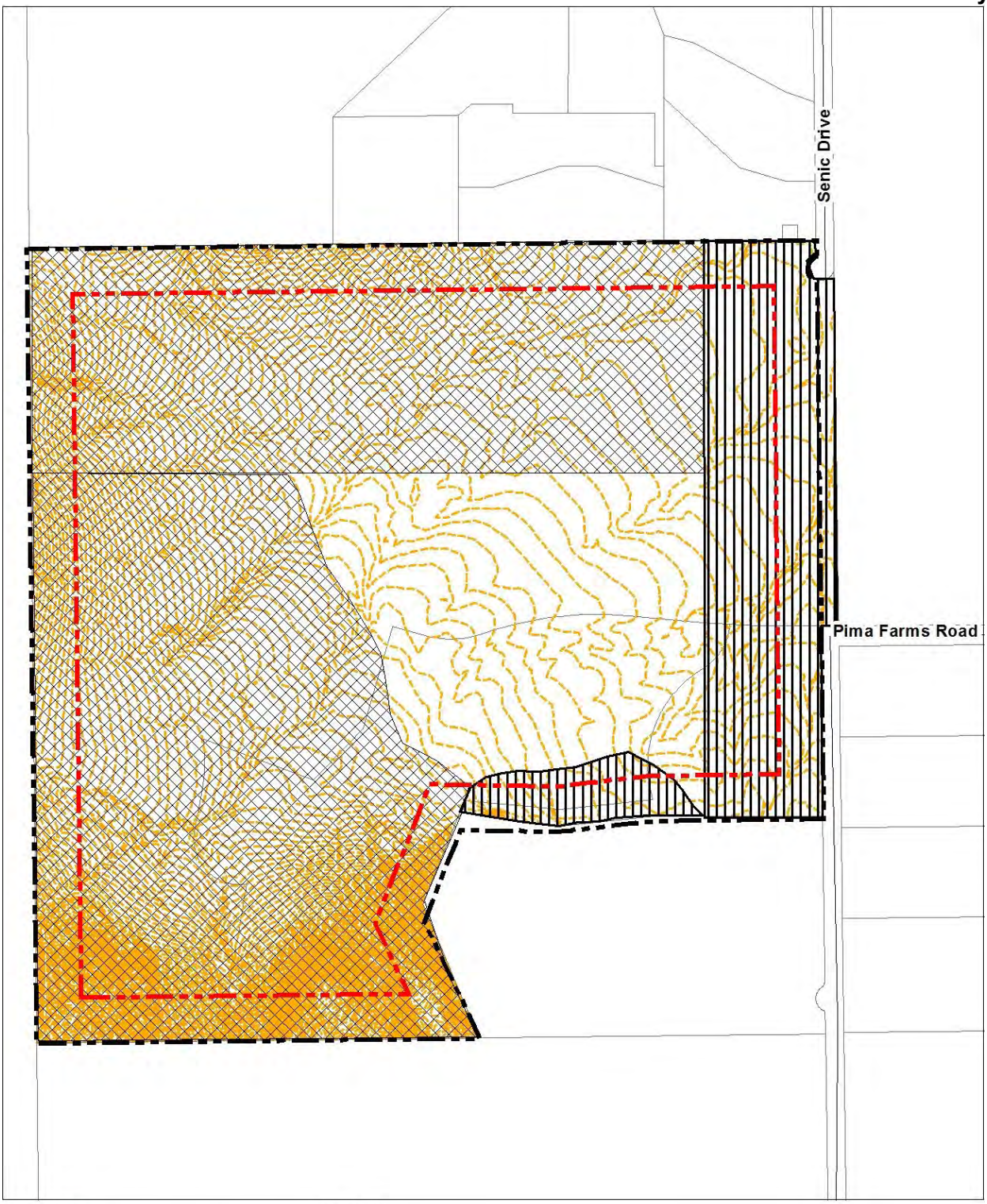


Photo 11: View looking south along Scenic Drive from northeast of the site.



Photos 12: View looking west from a location near the center of the site.

Exhibit II.G.2: Visibility



H. Traffic Circulation and Road System

A Traffic Impact Analysis was prepared by Southwest Traffic Engineering, LLC and submitted under separate cover.

1. Existing and Proposed Off-Site Streets

Scenic Drive is adjacent to the eastern boundary of the project area. Pima Farms Road intersects Scenic Drive, providing access to the site from the east.

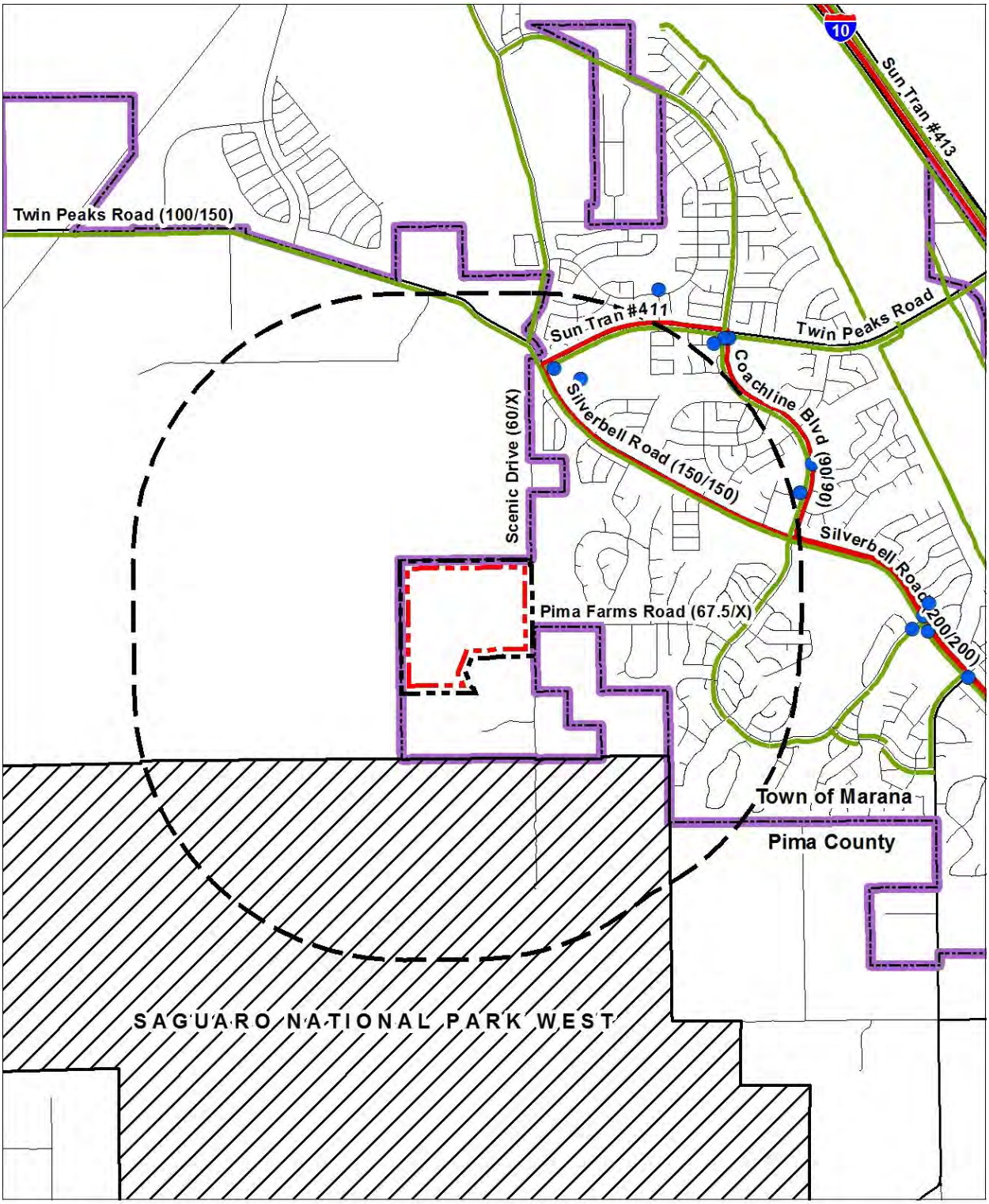
No off-site roads are proposed as a part of this project. Existing roadways within the project area are shown on *Exhibit II.H.1: Traffic*.

Scenic Drive
Scenic Drive is a 2-lane minor collector with a 60' right-of-way. The road is paved north of the Pima Farms Road alignment. However, northbound Scenic Drive terminates at Pima Farms Road and a small segment of the roadway between there and the single-family residences to the north is currently closed to thru traffic. North of the road closure, Scenic Drive continues until it reaches Silverbell Road. South of Pima Farms Road, Scenic Drive is a 2-lane dirt road. Southbound Scenic Drive terminates shortly before entering Saguaro National Park West.

The posted speed limit is 25 MPH. There currently is no average daily trip (ADT) data for Scenic Drive.

Pima Farms Road
Pima Farms Road is a paved 2-lane road with a 60' and 67.5' right-of-way. The posted speed limit is 30 MPH.

Exhibit II.H.1: Traffic



LEGEND

- ALTA Survey Property Boundary
- Specific Plan Boundary
- One-Mile Radius
- Jurisdictional Boundary
- Bicycle Routes
- Bus Routes (Sun Tran)
- (150/150) Existing/Future Right-of-Way
- X = No Defined ROW Width
- Bus Stops

NORTH 0' 1500' 3000'

FILE NAME: traffic_6x8_MAR-04.mxd
SOURCE: Pima County GIS, 2016

2. Existing Access and Rights-of-Way

A roadway inventory was conducted to obtain the following information:

- Existing and Proposed right-of-way;
- Whether or not said widths conform to minimum requirements;
- Ownership;
- Whether or not rights-of-way jog or are continuous;
- Number of travel lanes and theoretical capacity and design speed for existing roads;
- Present average daily traffic for existing streets; and
- Based on a preliminary visual assessment, a description of the surface conditions of existing roadways providing access to the site:

Table II.H.2: Roadway Inventory

	Silverbell Road	Twin Peaks Road	Scenic Drive	Pima Farms Road	Coachline Blvd	Continental Reserve Loop
Major Routes Classification	Arterial	Arterial	Minor Collector	Minor Collector	Minor Collector	Minor Collector
Existing R.O.W. (Feet)	150-200	100-150	60	67.5	90	75
Future R.O.W. (Feet)	150-200	150	N/A	N/A	90	N/A
Current Number of Lanes (proposed)	4	4	2	2	4	2
Speed Limit	45	35-45	25	30-35	45	45
Ownership	Marana	Marana	Marana	Marana	Marana	Marana
ADT (Source, Year)	14,800 (TOM, 2011)	7,300 (TOM, 2011)	N/A	N/A	7,000 (PAG, 2010)	N/A
Capacity (Florida Dept. of Transportation, 2002)	32,900	15,600	N/A	15,600	15,600	15,600
Conforms to Width Standards	Yes	No	Yes	Yes	Yes	Yes
Surface Conditions	Paved	Paved	Dirt/Paved	Paved	Paved	Paved

Source: Pima Association of Governments (PAG), Town of Marana General Plan, and Site Visit – 3.11.13

3. Roadway Improvements

There are two projects listed in the adopted 2040 Pima Association of Governments Regional Transportation Plan (PAG RTP) within the project area. Both projects are for the Twin Peaks Corridor and one has already been completed. These projects are:

- Twin Peaks Road #1 – Sidewinder Lane to Silverbell Road, Widen roadway to 4-lanes, Middle Timeframe (2020-2030), Pima County, $30,000,000
- Twin Peaks Road #2 – Silverbell Road to new Interstate 10 TI, Construct 4-lane roadway and bridge over the Santa Cruz River, Early Timeframe (2010-2020), Marana, $21,456,000 – COMPLETED

4. Existing and Proposed Intersections on Arterials within One Mile and Most Likely to be Used by Traffic from this Site

Pima Farms Road at Continental Reserve Loop will be used by vehicles generated by the project. Continental Reserve Loop intersects Silverbell Road which acts as the main arterial for the site and provides access north and south to Twin Peaks Road and Cortaro Road.

5. Existing Bicycle and Pedestrian Ways Adjacent to the Site and Their Connections with Arterial Streets, Parks and Schools

Four of the project area roads that are within one mile of the project site are designated on the Tucson Bike Map as bike routes. Coachline Road and Continental Reserve Loop are designated as bike routes with a striped-shoulder. South of the Silverbell Road and Twin Peaks Road alignment, both roads have a bike route with a striped shoulder that extends south and east, respectively. North of the intersection of Twin Peaks Road and Silverbell Road both roads are listed as key connecting streets for bicyclists. There are no sidewalks adjacent to the project area.

I. Existing Utility Infrastructure

There are two wells located on the site or within 100 feet of the site. A Marana Water 12-inch water main exists within the Pima Farms Road right-of-way east of Lazy K Bar and was installed as an off-site improvement associated with the development of Ironwood Reserve. The main is stubbed out to the intersection of Scenic Drive and Pima Farms Road. Public sewer infrastructure exists to the north and east. Overhead utility lines exist along Pima Farms Road and Scenic Drive.

J. Recreation and Trails

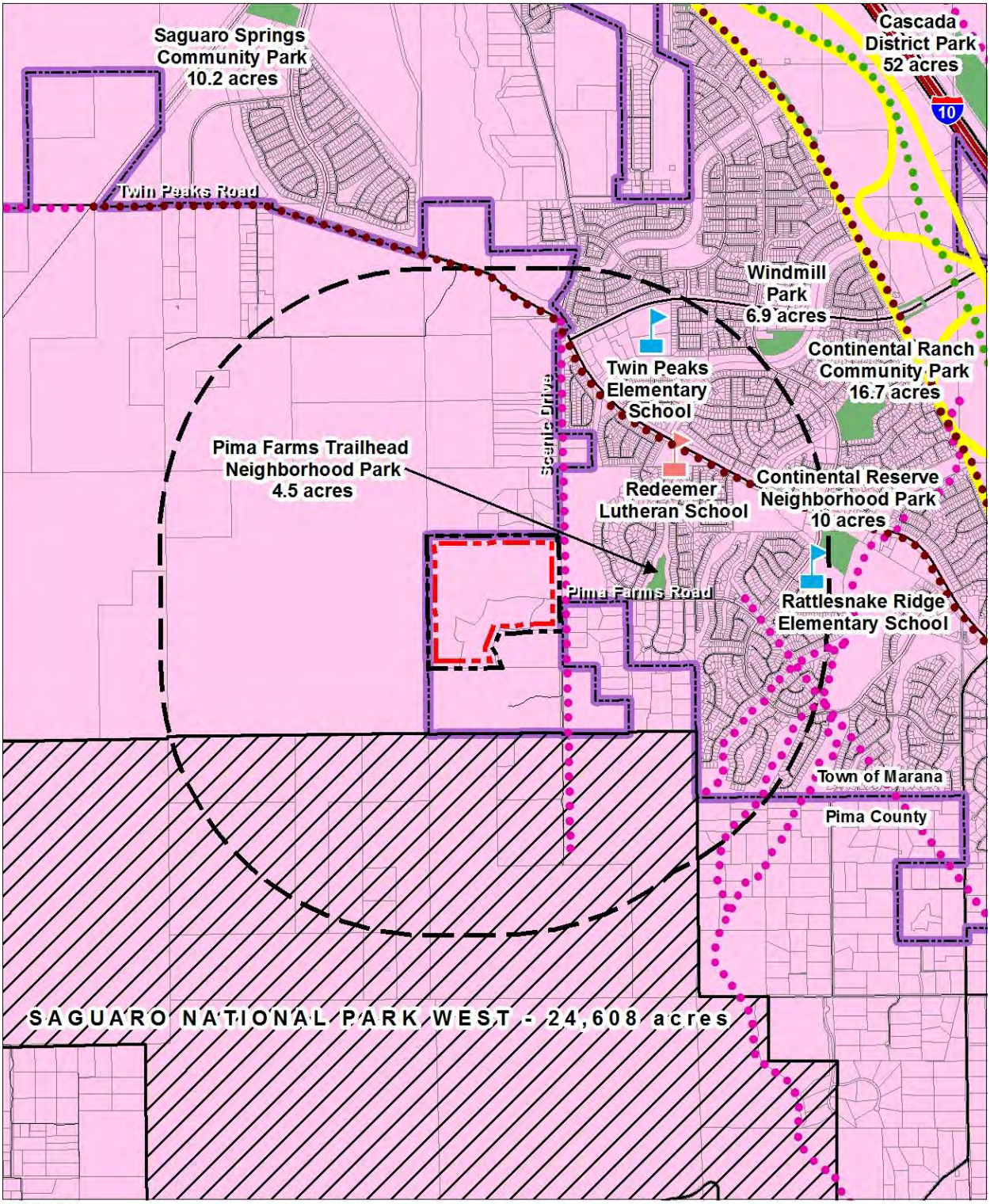
1. Open Space, Recreation Facilities, Parks and Trails

As shown on *Exhibit II.J.1* there is only one Town of Marana park, Continental Reserve Community Park, within one mile of the project site. The Pima Farms Trailhead Neighborhood Park, located less than a half mile to the east, is undeveloped and is planned to provide access to Saguaro National Park West from Continental Reserve. Windmill Park and Continental Ranch Neighborhood Park are located northeast of the site, approximately 1.1 miles away. Additionally, the proposed Cascada District Park is located approximately 2.25 miles northeast of the project area. According to the Cascada Specific Plan, the district park will include sports fields, park amenities such as picnic areas and an integrated system of trails providing connectivity to the regional trail system.

According to the Town of Marana's Comprehensive Parks, Trails and Open Space Master Plan, there are no existing trails within one-mile of the project site. Approximately one-half mile to the south is the boundary of Saguaro National Park, which features an extensive trail system. The Pack Rat Trail, Scenic Trail and Passey Loop Trail are all located in the northeast corner of the park boundary, east of Scenic Drive. There are multiple proposed trails, including the Anza Trail, within one-mile of the project site and three proposed unpaved, single-track trails, concentrated to the east of the development. The three single-track trails are clustered around the southern portion of Ironwood Reserve. There is an existing greenway along Silverbell Road, which is proposed to extend west along Twin Peaks Road.

There is an existing off-site north-south trail located west of the property boundary which connects to Sanctuary Cove directly south of Lazy K Bar and eventually to Saguaro National Park (West) and the Tucson Mountain Park. This trail at the base of the adjacent rock outcrops traverses rough and rugged, and at times, steep terrain as it travels further north and especially south toward the base of Sombrero Peak. There are also several remaining on-site pedestrian and equestrian trails throughout the property that were used by the ranch and its guests in the past. None of these trails were ever formally granted public access, nor are they shown on *Exhibit II.J.1: Recreation and Schools*. Existing on-site trails can be seen on the aerial shown in *Exhibit III.E.1: Land Use Concept Plan*, which also shows an existing trail leading up the steep rock cliffs in the southernmost portion of Lazy K Bar that currently connects the ranch house area with existing off-site trail networks.

Exhibit II.J.1: Recreation and Schools



K. Cultural Resources

1. Location of Resources On-Site

SWCA Environmental Consultants (SWCA) conducted a Class I cultural resources records review of an 138-acre property (Lazy K Bar Ranch) in April of 2013. More specifically, SWCA conducted the review to identify potential historic properties (i.e., properties listed in or eligible for listing in the National Register of Historic Places [NRHP]) that have the potential to be affected by the property development.

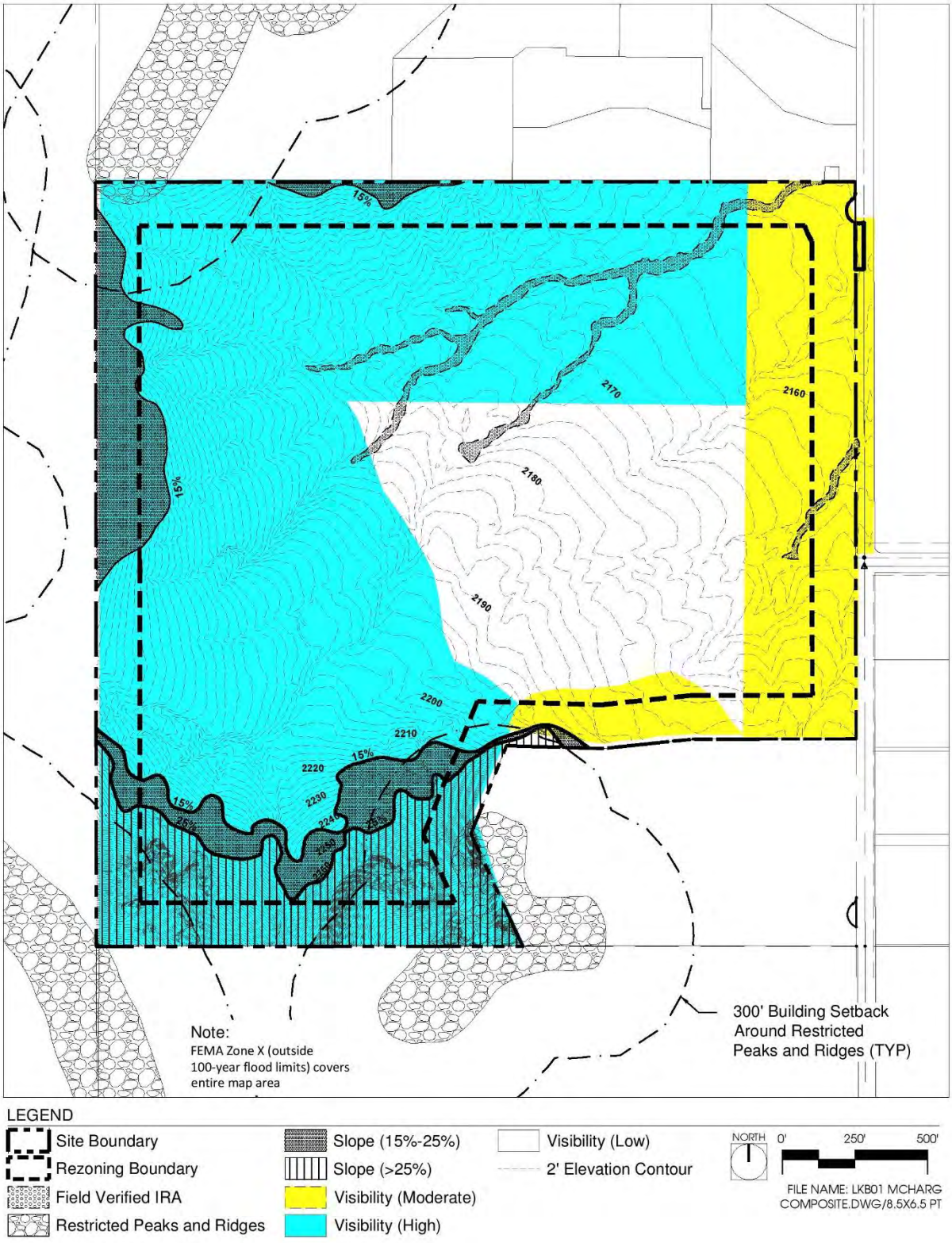
As part of their research on the property, SWCA consulted the AZSITE database, which includes records from the Arizona State Museum (ASM), Arizona State University, the Arizona State Historic Preservation Office, and the Bureau of Land Management, for previously conducted surveys and previously recorded sites in the project area.

The records search showed that two archaeological surveys (ASM Accession Nos. 1981-174.ASM and 1999-81.ASM) have been conducted in the current project area. No archaeological sites have been previously recorded within the project area (see Figure 2). Project 1981-174.ASM was conducted as part of the Northern Tucson Basin Surveys (Madsen et al. 1993) and covered the entire current project area. The second survey, 1999-81.ASM, was conducted in 1999 by Old Pueblo Archaeology as a part of the Pima Farms Development Project (Jones 1999) and overlapped the eastern portion of the current project area. Neither survey identified any cultural resources within the current project area.

L. McHarg Composite Map

Information regarding topography, hydrology, vegetation, wildlife and views has been combined to form the McHarg Composite Map, displayed as *Exhibit II.L.1*. The purpose of the McHarg Composite Map is to highlight areas that are available for development. Refer to Section III Development Plan for more information on how the site plan responds to the site's physical constraints.

Exhibit II.L.1: McHarg Composite Map





LAZY K BAR RANCH
SPECIFIC PLAN
DEVELOPMENT PLAN

A. Purpose and Intent

The Lazy K Bar Ranch Specific Plan establishes the framework for the development of a 138-acre residential community within the Town of Marana, Pima County, Arizona. Of which, only 103.5 acres is subject to the Specific Plan. The Specific Plan provides a method for applying standards and guidance to ensure that this development meets the needs of the community while appropriately responding to and considering adopted plans, adjacent development, the environment and site-specific conditions.

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

B. Design Principles and Vision

The Lazy K Bar Ranch Specific Plan is intended to be developed in keeping with the following goals and objectives:

- Preserve and feature the natural beauty of the site, including the washes, riparian areas and rock outcroppings.
- Maximize the spectacular views of Sombrero Peak and the other surrounding peaks and ridges to the south and west, as well as city views to the east from all lots throughout the proposed community.
- Minimize cut and fill and avoid development on slope areas to preserve vistas from other properties.
- Preserve and feature the historic ranching and guest ranch heritage of the site through preservation of the Mountain Pavilion Terrace (event lawn) and those portions of the ranch house with the highest historical significance, as well as through the use of many of the Lazy K Bar Ranch documents, photographs and objects of interest such as furnishings, a stage coach, signage and other mementos. These items will be catalogued by the owners of the Ranch.
- Provide a variety of lot sizes and price ranges of homes through a mix of offerings that are targeted toward “move-up buyers”.
- Offer recreational and social opportunities for a variety of age ranges and needs through open space, active and passive recreation areas and neighborhood gathering spaces.
- Provide for safe and convenient pedestrian circulation throughout Lazy K Bar Ranch as well as a connection to the greater area trail network.
- Provide buffering for existing residents adjacent to the property through the provision of natural open space adjacent to these areas and on the north through adequate grade differential to reduce the visibility of proposed homes from the sight lines of adjacent residences.
- Focus development on existing disturbed areas and selectively revegetate previous disturbance where appropriate.

- Provide meaningful open space that allows for wildlife movement across the site while preserving a large portion of the remaining native vegetation.
- Create visually appealing focal points throughout the community.
- Provide view openings of the majestic mountain backdrop to foster a sense of place and allow for visual amenity.

C. Relationship to Adopted Plans

1. Marana General Plan

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

Lazy K Bar is located within the Planning Area boundary of the Town's General Plan directly west of the Southern Growth Area. Designed to help meet the current and future needs of the Town, the Specific Plan establishes goals and polices that are in line with the Town's General Plan and Strategic Plan.

The Lazy K Bar Ranch Specific Plan is in agreement with the overall General Plan, including the following highlighted goals, policies and actions:

General Plan Goal, Land Use and Growth Element: Adopt sustainable development as a unifying goal to secure Marana's future

Marana's quality of life must be sustained for many generations to come. Conserving open space and protecting undisturbed land promotes an increase in the general welfare and wellbeing of local residents by providing trails for recreation and sport. Open space, including natural vegetation, provides ecosystem services that reduce negative storm water runoff effects like erosion, protect wildlife habitat, and improve water quality by allowing debris and pollution to deposit over undisturbed land.

- General Plan Policy: Preserve and protect our natural resources in order to promote a sustainable community.
- General Plan Action: Preserve the Sonoran Desert character by evaluating appropriate site disturbance standards and preserving native plants.

Specific Plan Conformance: Given that Lazy K Bar Ranch is already approximately 49% disturbed, an emphasis was placed on how the property fits into the framework of regional wildlife connectivity and substantial open space buffers were provided to facilitate wildlife movement and improve species persistence between the Tucson and Catalina Mountains. Similar to the Ironwood Reserve subdivision to the east, Lazy K Bar will utilize cluster development to avoid environmentally sensitive areas and provide open space amenity to residents that achieves this goal.

General Plan Goal, Land Use and Growth Element: Provide opportunities for diverse developments that maximize the benefits to the community

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

- General Plan Policy: Promote new development that is compatible with existing land uses.
- General Plan Action: Establish appropriate land development designations with densities and intensities that complement existing natural conditions and residential areas.
- General Plan Action: Develop guidelines for enhancing new development and mitigating potential impacts on existing neighborhoods.
- General Plan Policy: Provide opportunities for a variety of housing types and economic levels.
- General Plan Action: Designate a wide range of residential development densities from low density rural to multi-family urban.

Specific Plan Conformance: Lazy K Bar is located within the Planning Area Boundary of the Town of Marana's 2010 General Plan and is adjacent to the Southern Growth Area. The land use designation on the property is Rural Density Residential, 0.1-0.5 residences per acre (RAC). The proposed RAC for Lazy K Bar is 1.29 residences per acre. Marana's 2010 General Plan states that a two-step increase change of the current land use designation will result in a major amendment to the General Plan. The proposed density of 1.29 RAC is a one-step increase change of the current land use designation and is therefore considered a minor amendment to the General Plan. A minor general plan amendment to Master Planning Area to reflect the proposed "F", Specific Plan zoning is being processed concurrently with this Specific Plan.

Lazy K Bar will feature high-quality design and development that is compatible with what exists in the area, as well as two distinct lot sizes and a range of housing types to accommodate homebuyers at varying "move-up buyer" income levels. According to the 2010 General Plan, there is Rural Density Residential immediately surrounding the site and the vast majority of land to the east is designated as Master Planned Area and is developed at higher densities than what is being proposed by this specific plan. Several residential subdivisions exist within the master planned area east of Lazy K Bar. The property is positioned west of a single-family residential subdivision, Ironwood Reserve, and directly south of unsubdivided, single-family residential large lot homes. To the northeast are the Twin Peaks and the Twin Peaks Highland subdivisions; both are single-family residential, one- and two-stories. Several other subdivisions exist east of the site at varying densities.

Table III.C.1: Lot Sizes

Developments	Typical Lot Square Footage		
Ironwood Reserve	6,122	7,179	12,435
Lazy K Bar Ranch (Proposed)	6,000 (min)	9,100	11,200 (max)

The move-up and second move-up homes proposed for Lazy K Bar Ranch will have pricing that starts above Continental Reserve and Ironwood Reserve. It is a product not currently offered in the area and thus meets a plan goal of expanding the upper end price range of housing offered in the area.

General Plan Goal, Open Space and Trails Element: Protect and preserve natural open space.

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

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

Specific Plan Conformance: Lazy K Bar is designed to concentrate grading activities towards already disturbed areas of the site. Focusing development efforts away from greenfield development (undisturbed, naturally occurring areas) helps avoid encroaching onto the streams that traverse the property, protects wildlife corridors identified in the Town of Marana's Habitat Conservation Plan, and

preserves native vegetation and drainageways. The total amount of open space in Lazy K Bar is approximately 60%.

2. Marana Strategic Plan

The Lazy K Bar Ranch Specific Plan is a master planned community in the Town of Marana consisting of 138 acres of property just west of the Continental Reserve and Ironwood Reserve residential communities. The purpose of the Specific Plan is to establish a development plan, regulations and performance standards specific to providing the flexibility and specificity needed to guide the property's development in a manner befitting its unique setting and character.

The Lazy K Bar Ranch Specific Plan supports the five areas of the Marana Strategic Plan:

Commerce – Construction of proposed community will provide jobs as well as revenue to the Town through construction sales tax and development services fees.

Community – This new residential community will provide new housing choices in the popular Continental Ranch area, attracting new residents to the Town. Offering two different lot sizes with city and mountain views and higher end houses creates a logical transition in housing product type and price when moving west through Continental Ranch past the Continental Reserve and Ironwood Reserve communities. Careful development of the site as a gated enclave will ensure the preservation of the more environmentally sensitive areas beyond the site, as well as the suburban lifestyle of existing residents.

Heritage – The historic ranching and guest ranch heritage of the site will live on through the continued use of the Lazy K Bar name, the preservation of the Mountain Pavilion Terrace and hardscape, those portions of the original ranch house with the highest historical significance, and through the use of many of the Lazy K Bar Ranch documents, photographs, objects of interest, signage and other mementos.

Progress/Innovation – Dedication to a conscientious approach to responsible development, high-performing homes and cost saving for potential future homebuyers reflects the intent of the Lazy K Bar Ranch Specific Plan. The community will strive to incorporate sustainable building practices such as the use of energy efficient construction materials and appliances as well as innovative site design conservation techniques to decrease energy usage, minimize impact to the environment, conserve water and promote healthy lifestyles.

Recreation – The development plan proposes a variety of open space and recreation opportunities for all ages of its residents, ranging from active and passive recreation areas to natural undisturbed open space areas.

D. Compatibility with Adjoining Development and Location Restrictions

1. Adjoining Development Compatibility

The specific plan area is located on the western edge of a master planned area with several subdivisions within one-mile of the project site. The master planned communities Continental Ranch and Continental Reserve comprise much of the developed land to the east. Other subdivisions in close proximity to Lazy K Bar include Ironwood Reserve, Twin Peaks Highland, Silver Moon, Twin Peaks, Sierra Crest, Sunset Ranch Estates and the Stoneridge subdivision. Coupled with retail and big box stores near Cortaro Road, these subdivisions lend themselves to improving economic development within the Town of Marana. Sanctuary Cove, owned and operated by All Creeds Brotherhood, is a scenic area with trails and a chapel for the public to enjoy. The chapel is located over 500 feet south of the rock outcrops along the south boundary of the project area. Ironwood Reserve, a single-family residential subdivision, with one- and two-story homes and 2.0 RAC, is immediately adjacent to the east of Lazy K Bar. Similar to Lazy K Bar Ranch, Ironwood Reserve successfully implemented open space into the subdivision's design while preserving environmentally sensitive areas like washes running through the site. In comparison, however, Lazy K Bar Ranch will be less dense with a gross density of 1.29 RAC. Both Twin Peaks and Twin Peaks Highland, located to the northeast of the site, are single-family residential subdivisions with one- and two-story homes. The gross density of those two subdivisions is 3.4 and 4.0 RAC, respectively.

E. Land Use Concept Plan

The Lazy K Bar land use concept plan responds to site-specific conditions and environmental constraints as identified in the site analysis and through consultation with the Coalition for Sonoran Desert Protection (CSDP) and Wheat Design Group, Inc. Wheat Design's building envelope, shown as a purple dotted line on the Land Use Concept Plan map, was developed to highlight the area of less significant resource value as compared to the remainder of the site. The proposed building envelope also provides over a 300-foot buffer along nearly the entire west boundary in order to protect the critical wildlife corridor between the Tucson and Catalina Mountains according to, and as mapped by, Paul Beier et al. in *Arizona Missing Linkages*. The project consists of 178 single-family residential units with a density of approximately 1.29 units per acre *(See Exhibit III.E.1: Land Use Concept Plan*).

The developer proposes distinct product types on two different lot sizes to meet the unique needs, preferences and lifestyles of Arizona homebuyers. The plan provides for a range of lot sizes varying from 6,000 square feet to nearly 11,200 square feet. Homes will be limited to single-story. The developer's home designs will consider current homebuyer lifestyle preferences, timeless rather than trendy exterior styling, incorporation of popular elements drawn from the developer's extensive customer experience, and a commitment to crafting inviting neighborhoods and distinctive places. The developer will build energy efficient homes using innovative construction techniques and materials.

Lazy K Bar Ranch already exhibits approximately 49% disturbance from previous grading and development. The greatest areas of disturbance are concentrated around the center of the specific plan site, extending west and northeast. Currently, the center of the site is dedicated to infrastructure for supporting ranch operations, including: covered horse stalls and stables for housing livestock, tack room for storing supplies, housing for staff, casitas for guests, a barn, store and pool to accommodate guests using the ranch.

The proposed development of Lazy K Bar includes setting aside a large portion, approximately 60% of the total project area for open space. The development is designed to minimize disturbance of the on-site washes and riparian habitat by limiting development in those areas to wash crossings for roadways, and focusing residential development on the remainder of the site and primarily on already disturbed areas. Native plant species left intact will serve as habitat for Sonoran Desert fauna, providing visual amenity to residents in Lazy K Bar. Most lots in the community will have a backyard facing natural desert open space; this open space will be complemented by avoiding development on areas with slopes greater than 15%, preserving wildlife corridors, reducing development that encroaches on the two drainageways that lead out of the specific plan area to the north, and concentrating development on areas that have already been historically disturbed.

Open space in Lazy K Bar Ranch will consist of a minimum of 150 feet of NUOS around the entire perimeter of the property with minor exceptions for previous disturbance, common area roadways, drainage, utilities and a public trail. The amount of open space along the north and, especially the west boundary is even greater than the minimum 150-foot NUOS buffer. The previously disturbed open space areas will be revegetated where necessary with native and

low-water use plant materials that are deemed noninvasive in character. The stone ranch house and a trail are also located in the designated open space area. A minimum 35,000 square foot pocket park will provide active open space opportunities for residents. Amenities for this park area will be determined by the target market for the subdivision, but may include features such as shade structure/ramadas, grills, picnic area and playground or exercise structures. Location of the park will be determined during the plat process.

The Lazy K Bar Ranch Specific Plan will safeguard a portion of the historic nature of the property. The plan preserves, at a minimum, the original stone house portion of the larger ranch house lodge, the fireplace/patio behind the rock house and the former Mountain Pavilion Terrace area. This historic structure anchors the community to tie it to the property and Marana's rich historic past.

The community will be accessed from Pima Farms Road, a 2-lane minor collector, to the east of the site. Pima Farms is intersected by Scenic Drive, immediately adjacent to the eastern boundary of the specific plan. The only point of public access to Lazy K Bar is serviced by Pima Farms Road; therefore, existing residents to the east including those in the Ironwood Reserve development will be affected by traffic from Lazy K Bar. By driving towards Silverbell Road, away from the site, Lazy K Bar residents will have access to Interstate 10 and other north-south major arterials, providing a range of alternate routes for shopping, work, and leisure activities.

Table III.E: Land Use Data

Area Description	Area (acres)	Percent Area
Total Site Area	138.2	100
RESIDENTIAL AREA (RA)	55.2	40.0
• Proposed Lots	33.20	24.02
• Private Streets	11.48	8.34
• Miscellaneous Disturbance	10.56	7.64
OPEN SPACE (OS)	82.9	60.0
• N.U.O.S.	41.5	30.0
• General Open Space	39.9	28.90
• Recreation Area	1.5	1.09

Exhibit III.E.1: Land Use Concept Plan



LEGEND

- PROJECT AREA
- SPECIFIC PLAN BOUNDARY
- PROPOSED BUILDING ENVELOPE (WHEAT DESIGN JUNE 2016)
- PUBLIC TRAIL EASEMENT
- COMMUNITY PARK

NOTES

1. AREA OF LAZY K BAR RANCH = 138.2 AC
2. AREA OF SPECIFIC PLAN BOUNDARY = 103.2 AC
3. EXISTING ZONING: RECREATION & RESORT (RR)
   PROPOSED ZONING: LAZY K BAR RANCH SPECIFIC PLAN (SP)
4. PROPOSED OPEN SPACE = 60% OF SITE AREA
   REQUIRED COMMUNITY REC: 0.76 AC
   PROPOSED COMMUNITY REC: 1.5 AC
5. PROPOSED DENSITY = 1.29 RAC
6. RESIDENTIAL AREA: (55.20 AC)
   178 LOTS (33.20 AC)
   PRIVATE STREETS (11.48 AC)
   MISCELLANEOUS DISTURBANCE (10.56 AC)
7. LOTS RANGE FROM 6,000SF TO 11,200SF

PROJECT: LKB-01
DATE: 04/17/2017
FILE NAME: LKB01-SITE-CONCEPT-033017-TORENDER.DWG

0' 100' 200' SCALE: 1

THE PLANNING CENTER

F. Circulation Plan

Ingress/egress will be provided at a main gated location at Pima Farms Road and Scenic Drive. It is approximately 1.25 miles from Silverbell Road. A gated egress-only street, is located at the northeastern corner of the site, providing a secondary access to Scenic Drive. All electronically controlled access gates including the main gate, shall be provided with an optical pre-emptive device with key switch back up approved by the fire code official.

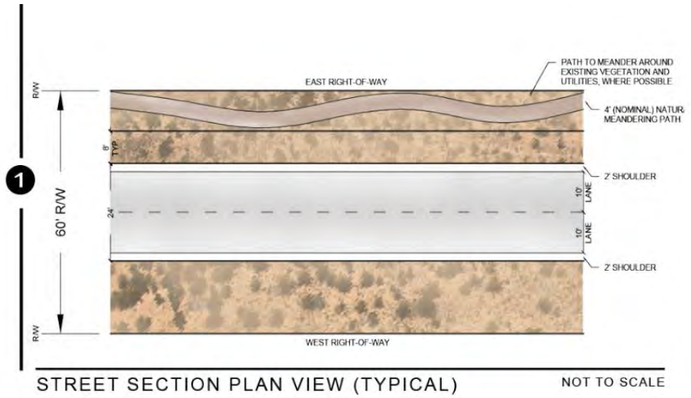
Interstate 10 is approximately 3 miles east of the site. North/south movements can be made by utilizing Scenic Drive (southbound travel terminates at base of the Tucson Mountains) or Silverbell Road to the east of the site. There are no off-site rights-of-way proposed for the site because access is already established through Pima Farms Road, with more than adequate existing capacity.

It is worth noting that the average daily trips (ADT) entering and exiting Lazy K Bar Ranch based on 178 single-family detached homes is vastly lower than the ADT associated with a 600-room hotel. The current zoning designation of Resort and Recreation would allow a 600-room hotel or resort on the property. According to the 9th Edition of the Institute of Traffic Engineers (ITE) *Trip Generation Manual*, a 600-room hotel would result in 5,352 vehicle trips per day (solely for the hotel, without consideration of activities geared toward non-overnight guests in the ballrooms and restaurants) compared to 1,780 daily trips for 178 single-family detached residences.

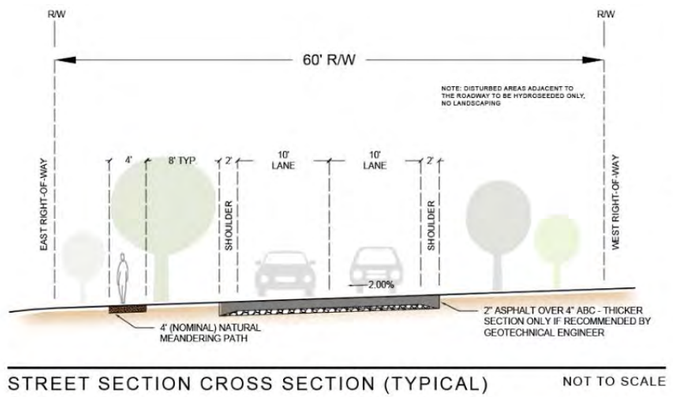
In order to improve regional circulation and to enhance project access, a 60-foot right-of-way will be dedicated along the eastern boundary of the project to provide for the reconnection of Scenic Drive to Pima Farms Road. The developer will enter into a development agreement with the Town of Marana providing for the developer to construct a new 24-foot width two lane public roadway. The development agreement will provide for reimbursement for a portion of the costs associated with constructing the new roadways and will additionally provide for construction of an earthen trail along Scenic Drive. See *Exhibit III.F.1: Proposed Scenic Drive Improvements*.

A Traffic Impact Analysis was prepared by Southwest Traffic Engineering, LLC and submitted under separate cover.

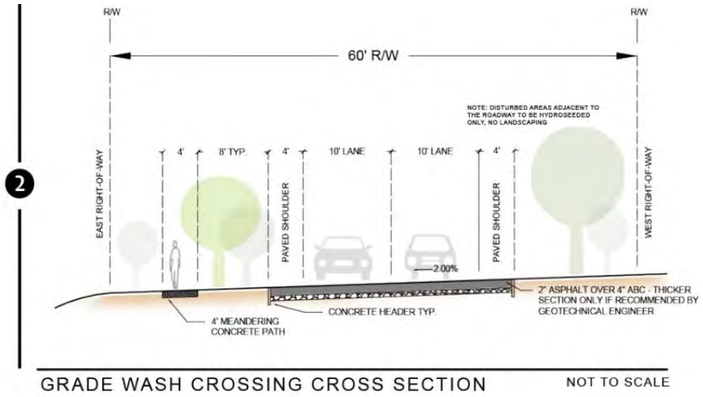
Exhibit III.F.1: Proposed Scenic Drive Improvements



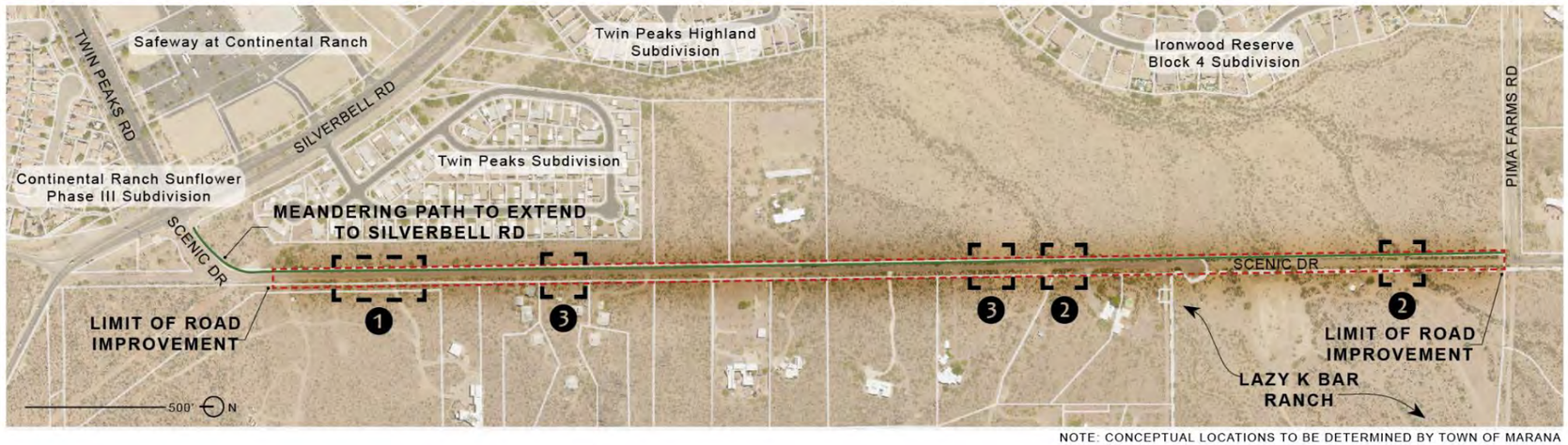
STREET SECTION PLAN VIEW (TYPICAL) NOT TO SCALE



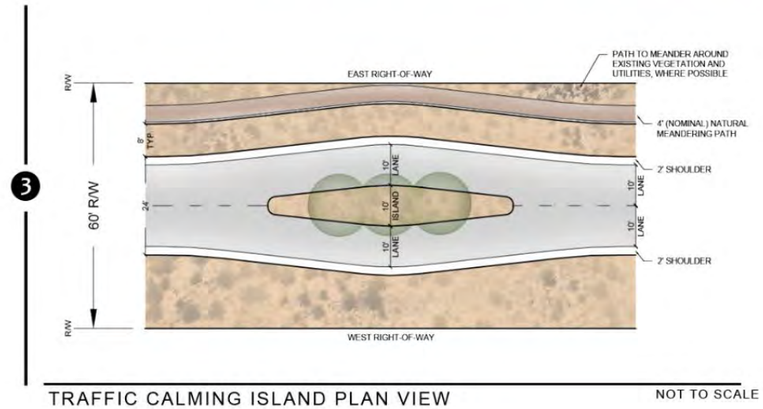
STREET SECTION CROSS SECTION (TYPICAL) NOT TO SCALE



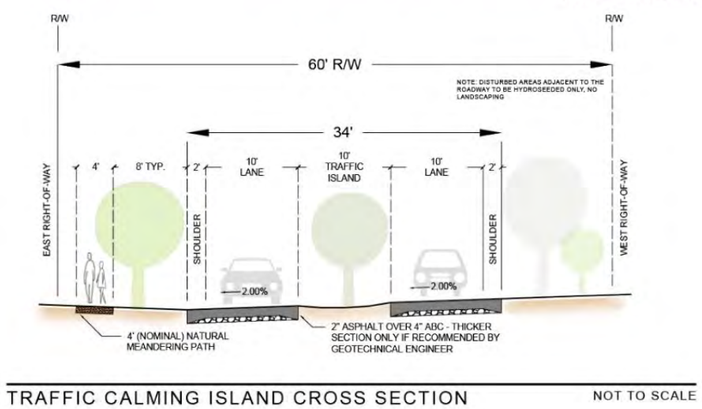
GRADE WASH CROSSING CROSS SECTION NOT TO SCALE



NOTE: CONCEPTUAL LOCATIONS TO BE DETERMINED BY TOWN OF MARANA



TRAFFIC CALMING ISLAND PLAN VIEW NOT TO SCALE



TRAFFIC CALMING ISLAND CROSS SECTION NOT TO SCALE

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EXHIBIT D-1
PROPOSED SCENIC DRIVE ROADWAY IMPROVEMENT

G. Grading Element

Grading is directed to selected areas of the Lazy K Bar Ranch Specific Plan project area. After 85 years of intense guest ranch use on this site, it is impossible to credibly identify any significant undisturbed areas on this property. Grading will occur on approximately 40% of the site, leaving approximately 60% of the overall 138-acre Lazy K Bar Ranch property undeveloped. The following indicates the size of each area graded and the percentage of the site. The overall allowable grading and related disturbance includes internal roadways and their common area, building pads, driveways, accessory structures, utility crossings of natural washes, emergency access and other areas needed for infrastructure and utilities. Roadway layouts in Lazy K Bar should have a minimum effect on existing drainage patterns in either sheet flow areas or defined channels. Barriers such as temporary yellow rope or similar methods will be provided for machinery in order to ensure that the grading limits will not be exceeded and will be constrained to the areas designated for disturbance. The grading will be done in conformance with the Land Use Concept Plan and the Development Regulations of Lazy K Bar. In accordance with Title 25 of the Town of Marana *Land Development Code*, a Stormwater Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) to ADEQ for coverage under the Arizona Pollution Discharge Elimination System (AZPDES) Construction General Permit is required and will be submitted to the Town for review and acceptance prior to commencement of grading activities.

H. Post Development Hydrology

1. Land Use Concept Plan Response to Hydrologic Characteristics:

Drainage will be conveyed using existing washes with minimal disturbance for roadways. On-site stormwater runoff to the downstream project boundaries will comply with the *Standards Manual for Drainage Design and Floodplain Management"* and the *Marana Stormwater Detention/Retention Manual*. Pad elevations will be determined by the submittal of a drainage report that shall be approved by the Town of Marana.

The post-developed 100-year floodplains within the project boundaries will continue to be conveyed through the site via the natural washes and drainageways. Where pads are elevated adjacent to the floodplain and when side slopes exceed 3:1, to mitigate erosion hazards, locally sourced material will be placed to maintain a natural appearance (See *Exhibit III.H.1: Post-Development Hydrology*).

This project is located within The Town of Marana and is required to comply with all drainage requirements set forth by the Town. This project is located within a balanced basin. As a result of being in a balanced basin, reduction of the post-developed runoff, to pre-developed levels, by means of retention and/or detention will be required for this project to the extent necessary to ensure that, at a minimum, the post-development 2-, 10-, and 100-year peak discharges from the site will not exceed the pre-development conditions. Basins shall be designed to have a natural appearance, and use native vegetation and locally sourced rock materials. Also, the project is a residential



development larger than one acre in size, but has a density less than three units per developed acre. Therefore, the project will require 2-year threshold retention. The need for 5-year and 10-year threshold retention will be determined during platting when final grading limits are known. The detention volumes for the project will be addressed during the platting and improvements plans within the Lazy K Bar Ranch Specific Plan area. A master drainage report will be a requirement for the development of this project.

2. Information and Substantiation for Encroachment/Modification of Drainage Patterns:

The project site is located in a Zone X as illustrated on the Revised Preliminary Flood Insurance Rate Map (FIRM) panel 04019C1650L, June 16, 2011 (see *Exhibit II.D.2.b.1: FEMA FIRM*). Although there are no on-site FEMA floodplain encroachments; according to the Town of Marana Floodplain Ordinance, all locally regulated floodplains need to be mapped on-site for stormwater flows exiting and entering the project site. There will be no rise of 0.1-foot either entering the property or leaving the property and no increase in velocity greater than 1-foot per second (FPS) onto adjacent property.

3. Potential Drainage Impacts to Off-Site Land Use Upstream and Downstream:

The post-developed stormwater runoff discharges exiting the site will mimic the natural drainage conditions. The channelization of the off-site stormwater flows will be conveyed through the existing natural washes. The project will adhere to the *"Standards Manual for Drainage Design and Floodplain Management*. The peak discharge flow rates exiting the project site will not increase since the project will comply with the Town of Marana retention/detention requirements. This development will not increase the water surface elevation to downstream facilities more than 0.1-foot.

4. Engineering and Design Features to be used to Address Drainage and Erosion Problems:

The lot layout was designed to largely maintain existing drainage patterns. No lots shall be platted within the locally regulated, developed conditions floodplain or erosion hazard setback areas as delineated in the final accepted drainage report. Natural material riprap aprons may need to be selectively used to control erosion at culverts or basin outlets.

5. Land Use Concept Plan Conformance with Area Plan, Basin Management Plans and Town Policies:

The design and management of all hydraulic structures and facilities will be in compliance with the Town of Marana drainage standards and policies. The development will not adversely impact the parcels up and downstream of the site and retention will be provided.



Exhibit III.H.1: Post-Development Hydrology



I. Environmental Resources

1. Waters of the United States

The applicant is currently preparing a request to the U.S. Army Corps of Engineers (Corps) to make a determination of the jurisdictional status of drainage features on the property under Regulatory Guidance Letter (RGL) 08-02, in which the Corps determines only which features have the potential to be waters of the U.S. (Waters) in a preliminary jurisdictional determination (PJD). If a Corps of Engineers 404 Clean Water Permit is required, the project will have a federal nexus and all cultural resource reviews will need to be sent to the State Historic Preservation Office (SHPO) for review. Grading permits will not be issued by the Town until it is determined that all federal permit requirements have been met.

2. Federally Endangered Species and Other Special Species

There are no federally endangered species or other special species present on the project site.

3. Wildlife Corridors

The site has been designed to preserved major wildlife corridors, particularly along the north and west boundaries of the site. A minimum of 300' from the western boundary will preserved as natural open space. Along the northern portion of the site, the natural open space ranges from 160' to over 600' in width. Major wash corridors through the site will also be preserved, as shown in Exhibit III.E.1: Land Use Concept Plan. A search of the AGFD HDMS identified the presence of 2 wildlife corridors within 3 miles of the specific plan site; the Coyote – Ironwood – Tucson Linkage Design and the Tucson - Tortolita – Santa Catalina Mountains Linkage Design. This link is depicted by Beier et al. (2006) [3] as covering broad areas, without specific paths through the areas defined. The Town of Marana HCP states that the Tucson – Tortolita corridor extends from the western portion of Saguaro National Park to the Tortolita Fan to the east. Thirty days before grading, a 100% area survey must be completed, by a qualified wildlife biologist, for the Sonoran Desert Tortoise, with a copy of the survey form sent to the Town prior to issuance of a grading permit.

J. Landscape & Buffering

The overall landscape theme will reflect the best attributes of the Sonoran Desert and the site's surrounding environment. Native and low-water use plant material (that is deemed non-

[3] Beier, P., E. Garding, and D. Majka. 2006. Arizona Missing Linkages: Tucson – Tortolita – Santa Catalina Mountains Linkage Design. Report to Arizona Game and Fish Department. School of Forestry, Northern Arizona University.



invasive in character), as well as regionally appropriate hardscape materials will be used within the park, landscape buffers, and common areas. Approximately 60 percent of the site will be preserved. Buffers and common areas will reflect the plant palette and appearance of the native desert that dominates the site and honor the cultural and historical relevance of the previous Lazy K Bar. All planting in common areas as well as on private property will adhere to the Lazy K Bar Prohibited Plant List (Table III.J). Hybrid Bermuda grass will only be allowed in fully fenced rear yards and shall be prohibited in front yards and subdivision common areas.

Residents and visitors to the Lazy K Bar community will be greeted by a mixture of rustic amenities and materials aesthetically balanced with the appropriate low water use vegetation. Landscape amenities may include items such as:

- Custom gated entry (reflecting cultural heritage of the ranch)
- Landscaped roadways and medians
- Lazy K Bar Community Ranch House and fireplace/patio (original stone ranch house)
- Lazy K Bar Mountain Pavilion Terrace preserved for gatherings

To the extent practical, the majestic views of the surrounding rock formations, Tucson Mountains, and the city lights will be preserved and given high priority.

The conservation of water will be an important priority with the landscape design. Underground drip irrigation will serve the low water use plants within the park and selected common areas.

Screening will be accomplished through the use of preserved and planted vegetation as well as site layout and orientation. Homes backing up to natural areas with sufficient existing vegetation and screening will have the option of installing view fences along the rear of the lot.

Lazy K Bar development shall prohibit the planting of desert adapted plant species that have been proven to have the potential for invasive characteristics. Such plants shall be prohibited in public common areas as well as on private property (front, back or side yards).

The following plant species are prohibited in Lazy K Bar development within common areas and private areas for both environmental and aesthetic reasons.

Table III.J: Lazy K Bar Prohibited Plant List

Botanical Name	*Common Name*
TREES	
Ailanthus altissima	Tree of Heaven
Cedrus sp.	Cedars
Cupressus semperviren	Cypress
Eucalyptus sp.	Eucalyptus
Gleditsia triachanthos inermis	Honey Locust
Grevillea robusta	Silk Oak
Olea europaea	Olives
Oleander sp.	Oleander
Parkinsonia sp. (non-natives)	Non-native Palo-Verdes
Phoenix sp.	Date Palms
Pinus sp.	Pine Trees
Populus Sp.	Cottonwood Trees
Proposis sp. (non-natives)	Chilean, Argentinean or hybrid Mesquites
Rhus lancea	African Sumac
Tamarix aphylla	Athel
Tamarix ramosissima	Salt Cedar
Washintonia sp.	Fan Palms
SHRUBS/ACCENTS	
	Non-native Ice Plants
Arundo donax	Giant Reed
Asteraceae sp.	African Daisy
Baccharis sp.	Desert Broom
Brassica tournefortii	Sahara or African mustard
Bromus rubens	Red Brome
Caesalpinia gillesii	Yellow Bird of Paradise
Caesalpinia pulcherimia	Red Bird of Paradise
Casuarina sp.	Beefwood
Centaurea melitensis	Malta starthistle
Cortaderia selloana	Pampas Grass
Cynodon dactylon	Non-hybrid bermuda
Eragrostis lehmanniana	Lehmann lovegrass
Eragrostis barrelieri	Mediterranean grass
Erodium sp.	Filaree
Hydrilla sp.	Hydrilla
Lantana camara	Lantana
Myriophyllum aquaticum	Feather Top or Parrott Feather
Myriophyllum spicatum	Eurasian watermilfoil
Peganum harmala	African Rue

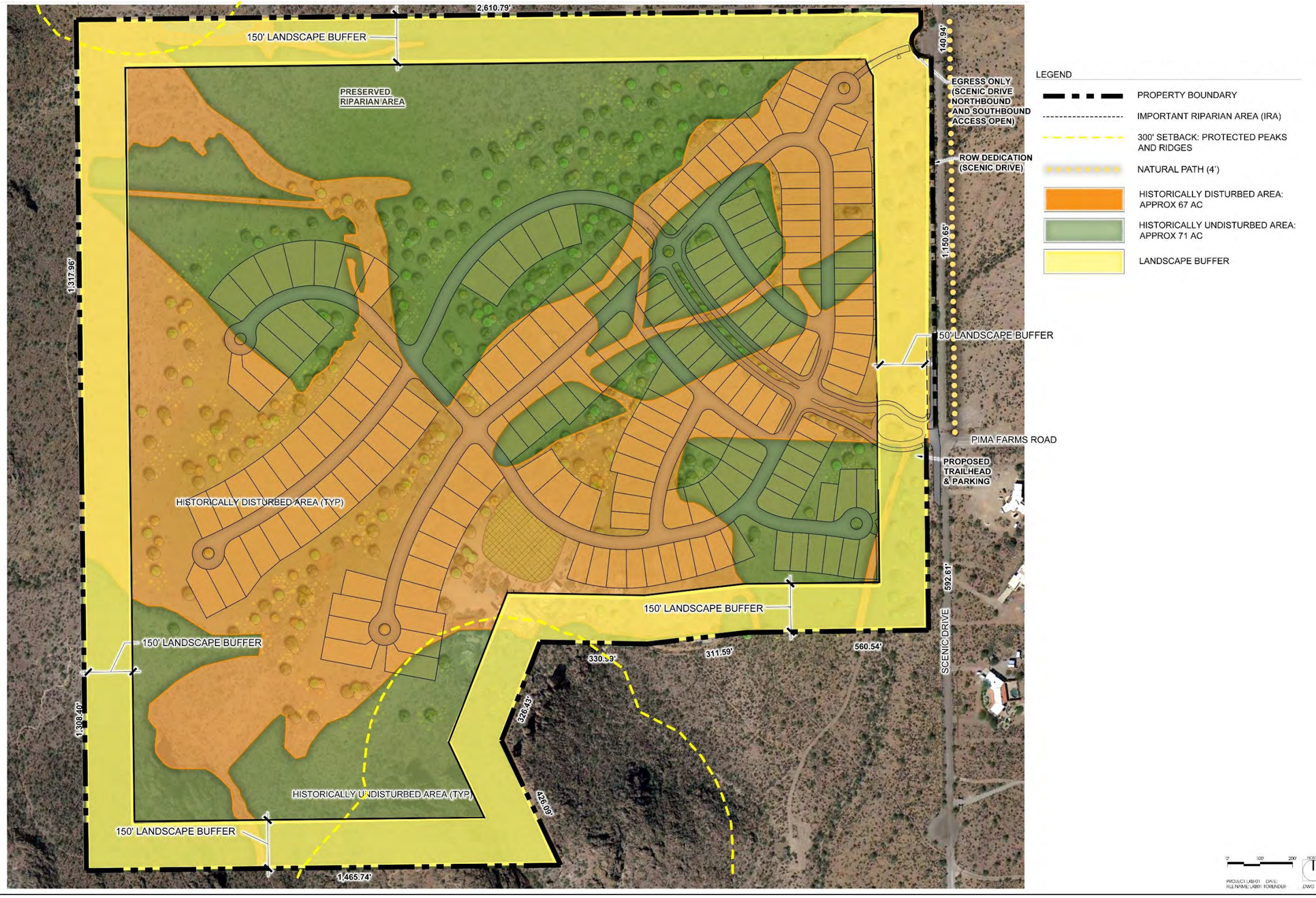
Pennisetum ciliare	Buffelgrass
Pennisetum setaceum	Fountain Grass
Pennisetum sp.	Pennisetum
Rhynchelytrum repens	Natal grass
Salvinia molesta	Giant salvinia
Schismus arabicus	Arabian grass
Sorghum halepense	Johnson grass
Thevetia sp.	Thevetia
Vinca Minor	Periwinkle

1. Native Plant Preservation

A Native Plant Preservation Plan (NPPP) shall be prepared in accordance with the provisions set forth in the Town of Marana Land Development Code. The site layout has been designed with concern for the site's topography, hydrology, and the riparian washes running through the site.



Exhibit III.J: Landscape and Buffering



K. Cultural Resources

On April 8, 2013, SWCA, Inc., Environmental Consultants conducted an archaeological survey of approximately 138 acres of the subject property. Prior to fieldwork, SWCA conducted a site field search of the on-line AZSITE database for records of previously conducted cultural surveys and known archaeological sites within or near the project area. The search revealed that the project area had previously been surveyed twice, in 1981 and 1999. No previously recorded sites were located within the parcel. SWCA recommends no further archaeological work for the surveyed parcel.

Although no archaeological sites were discovered on the property, the developer plans to preserve cultural artifacts representative of the site's heritage as a ranch and homestead. Some features, such as the bench with stagecoach wheels, may serve as functional components for the use and enjoyment of community residents. Others items such as the blacksmith's anvil with stand or the horse drawn coach, may be on display in the outdoor recreational areas to provide historic interpretation of the Lazy K Bar heritage. The original stone ranch house, which is being preserved on-site, may also display historic photographs, wrought-iron ranch implements, antique furniture and light fixtures (wagon wheel chandeliers) and historic signage.

L. Utilities

1. Water

As shown on *Exhibit II.B.4: Existing Land Uses*, there are 2 wells located on the site or within 100-feet of the site. The water supply for the Lazy K Bar site will be provided by the Town of Marana which has been designated by the state of Arizona Department of Water Resources as having an assured water supply; therefore, water supply is assured. A water service agreement, *Exhibit III.L.1: Water Service Letter*, is required to establish service to the property. Off-site improvements to connect to the existing system, well sites and storage tanks will need to be considered along with the infrastructure to serve the proposed development.

A Marana Water 12-inch main exists within the Pima Farms Road right-of-way east of Lazy K Bar. This main was installed as an off-site improvement associated with the development of Ironwood Reserve. The main is stubbed out to the intersection of Scenic Drive and Pima Farms Road and is intended to serve development up to an approximate elevation of 2216-feet. Construction of a booster station is anticipated to be necessary to serve the higher elevation portion of the site.

Fire flow for residential construction shall be provided by fire hydrants that have been designed, installed, tested and approved for delivering the minimum fire flow as required by Section B 105.1 of the 2012 International Fire Code prior to the introduction of combustible construction on the site.

Exhibit III.L.1: Water Service Letter

MARANA AZ

February 13, 2017

Ms. Lexy Wellott
Planner
The Planning Center
2 East Congress, Suite 600
Tucson, AZ 85701
LWellott@azplanningcenter.com

Sent via Electronic Mail

SUBJECT: Water Availability for Lazy K Bar Ranch Specific Plan; Parcel Nos.: 221-22-013B, 221-22-013E, 221-22-013F, 221-22-013G; Portions of Section 29, T12S, R12E

Dear Ms. Wellott:

WATER SUPPLY

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

WATER SERVICE

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

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

This letter is not to be construed as approval of a water plan or containing construction review comments relative to conflicts with existing utilities and the proposed development.

5100 WEST INA ROAD / MARANA, ARIZONA 85743 / (520) 382-2500 / FAX (520) 382-2590 / MaranaAZ.gov

Ms. Lexy Wellott
February 13, 2017
Page 2

The comments herein made are valid for a period of one year only. If you have any questions, please contact me at 520-382-2560 or sschladweiler@maranaaz.gov.

Sincerely,

Scott Schladweiler, P.E.
Deputy Water Director
Marana Water

5100 WEST INA ROAD / MARANA, ARIZONA 85743 / (520) 382-2500 / FAX: (520) 382-2590 / MaranaAZ.gov

2. Wastewater

The plan is to be served by public sewer. The project site is tributary to the Ina Road Wastewater Reclamation Facility, via the Continental Ranch Interceptor. There are a few apparent options available to provide sewer service for the Lazy K Bar project.

The first option is construct approximately 3,200 lineal feet of 8-inch sewer north within the Scenic Drive alignment and tie into the 8-inch sewer (G-97-128) stub constructed as part of the Twin Peaks subdivision. This option allows the entire Lazy K Bar project to be served by the construction of only one outfall off-site sewer line. Capacity within the G-97-128 line will need to be confirmed. This option is the most straightforward approach to providing sewer service to Lazy K Bar.

The second option is to tie into the 10-inch gravity main sewer (Manhole #4431-33) line, G-2000-001 at the intersection of Sand Dune Place and Pima Farms Road. This option requires constructing approximately 2,700 lineal feet of 10-inch sewer within Pima Farms Road. The majority of Lazy K Bar can be served by constructing this off-site line. There are, however, approximately 50 lots within the northeast corner of Lazy K Bar that will likely be too low in elevation to be served by this outfall sewer. We understand that capacity is limited within the 8-inch sewer G-2004-054 within Ironwood Reserve. Connection to this sewer through the Ironwood Reserve common area may be a viable alternative to constructing the Option One Scenic Drive sewer to serve the lots in the northeast corner of Lazy K Bar. The G-2004-054 sewer appears to be of sufficient depth and the Ironwood Reserve common area allows for public sewer installation as stated within the Final Plat dedication language. A thorough review of the conservation easement and Pima Farms Road vegetation buffer dedication language should be conducted to confirm feasibility for this option.

A Sewer Service Agreement will be needed prior to development, see *Exhibit III.L.2.a: Existing Sewer Facilities* and *Exhibit III.L.2.b: Wastewater Capacity Response*. The sewer master plan and agreement will be reviewed and approved by Pima Regional Wastewater Reclamation Department.

3. Private Utilities

Tucson Electric Power (TEP) provides electricity to this area of Pima County. It is anticipated that TEP will provide power to the site.

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

It is anticipated that natural gas service will be offered and provided in the development of the property, but shall not be required. It is anticipated that service would be provided by Southwest Gas.



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

Electricity:	Tucson Electric Power
Natural Gas:	Southwest Gas Corporation
Telephone:	Century Link
Cable:	Comcast

4. Sanitation and Recycling Services

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



Exhibit III.L.2.a: Existing Sewer Facilities



Exhibit III.L.2.b: Wastewater Capacity Response

Pima County
Regional Wastewater Reclamation Department
201 N. Stone Ave., 8th Floor
Tucson, Arizona 85701
(520) 724-6500

Jackson Jenkins
Director

Website:
http://www.pima.gov/wwm

May 22, 2013

Linda Thompson
The WLB Group
4444 E. Broadway
Tucson, AZ 85711

Sewerage Capacity Investigation No.13-108 Type I

RE: **Lazy K Bar Ranch**, 209 Residential Lots on Parcel # 221-22-013B, -013E & -013F
Projected ADWF of 45,144 gpd.

Greetings:

The above referenced project is tributary to the Ina Road Wastewater Reclamation Facility, via the Continental Ranch Interceptor.

Capacity is not available for the flows from this proposed development in the 8-inch public sewer G-2004-052. Flows can be accommodated in the 10-inch public sewer G-2000-001 downstream from manhole #4431-33, at Pima Farms Road and Sand Dune Place. The developer will need to extend the public sewer approximately 2,700 feet to the project.

This letter is not a reservation or commitment of treatment or conveyance capacity for this project. It is an analysis of the system and valid for one year. A Type II Response is required prior to submittal of the development plan or tentative plat. Allocation is made by the Type III Capacity Response.

If further information is needed, please feel free to contact us at (520) 740-6534.

Respectfully,

Ben Fyock, P.E.
PCRWRD Planning Section

BF:ks

c: T12S, R12E, Sec. 29

M. Public Services

1. Police Service

The project site will utilize the Town of Marana's police service. The nearest Town of Marana police station is the Town of Marana Police Headquarters located approximately 7.2 miles northwest of the project site at 11555 West Civic Center Drive.

2. Schools

It is anticipated that this project will generate approximately 178 residential units if fully developed at the target residential densities. Lazy K Bar is located within the Marana Unified School District (MUSD).

MUSD provided the following multipliers to use for student enrollment projections. (MUSD multipliers do not distinguish between different housing projects):

Elementary: 0.25 students per home (0.25 x 178) = 45 students
Junior High & High School: 0.10 students per home (0.10 x 178) = 18 students

The site will be served by Marana High School, Marana Middle School and either Rattlesnake Ridge Elementary or Twin Peaks Elementary.

There are two public schools within one-mile of the project site and one private school, Redeemer Lutheran School located approximately one half-mile mile east of the site at 8845 N. Silverbell Road. See *Exhibit II.J.1: Recreation and Schools*. The nearest public schools are Twin Peaks Elementary School, located approximately 0.8 miles from the project area at 7995 W. Twin Peaks Road, and Rattlesnake Ridge Elementary School located approximately 0.9 miles from Lazy K Bar at 8500 N. Continental Reserve Loop; both schools serve grades K-6.

Table III.M.2: School Capacities & Enrollments

School	School Capacity	Current Enrollment (2013-2014)
Marana High School	1,900-2,200	1,864
Marana Middle School	1,200	1,150
Rattlesnake Ridge Elementary	800+	660

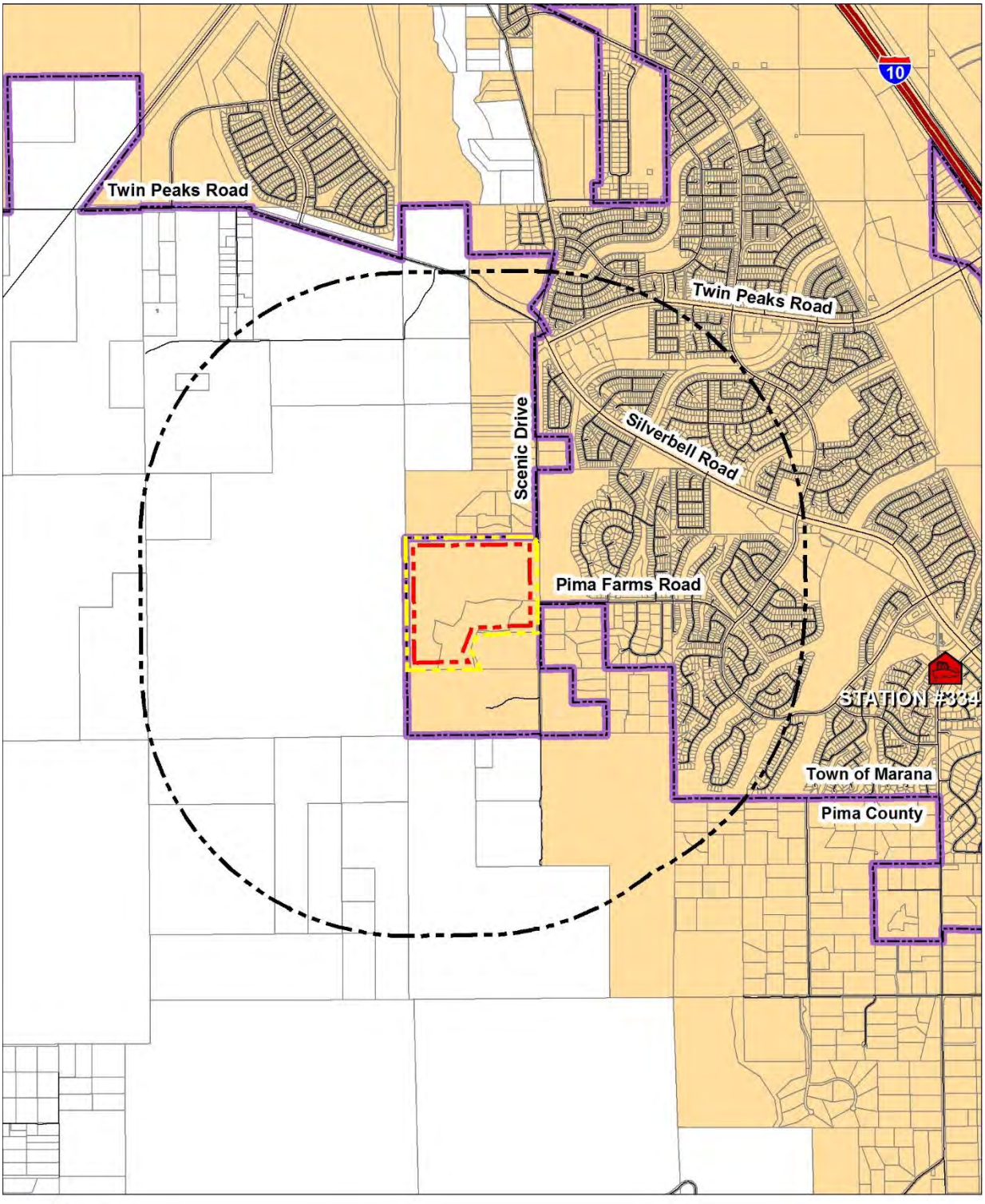
Twin Peaks Elementary	800+	510
Redeemer Lutheran School	200	135

3. Fire Service

The entire project site is currently within the Northwest Fire District. The Northwest Fire District also serves immediately adjacent areas to the north, east, south, and west of the site.

As depicted in *Exhibit III.M.3: Fire Service*, the nearest fire station (Northwest Fire District Station #334) is located at 8165 N. Wade Road, approximately 1.55 miles east of the project site.

Exhibit III.M.3: Fire Service





LAZY K BAR RANCH
SPECIFIC PLAN
DEVELOPMENT REGULATIONS

IV

A. Purpose and Intent

These regulations will serve as the primary mechanism for the implementation of the Lazy K Bar Ranch Specific Plan. The Lazy K Bar Ranch Specific Plan Development Regulations apply to the development of buildings, landscape borders and performance criteria for all permitted uses within the Specific Plan. The regulations contained within this section provide visual mitigation strategies to ensure appropriate transitioning to surrounding development.

These development regulations apply to the 103.5 acres of land in the Lazy K Bar Ranch Specific Plan. The area outside of the Specific Plan boundary will remain subject to the existing Resort and Recreation zoning. Land use designations within the Specific Plan shall be as follows:

- Residential Area (RA)
- Open Space (OS)

The development regulations will govern and provide regulatory zoning provisions for the land use intensities and location criteria within the Lazy K Bar Ranch Specific Plan. This section includes standards related to land use, building setbacks, height restrictions and lot coverage. The intent of these standards is to establish clear minimum development regulations, allow for the orderly progression of development, and to provide flexibility over time without compromising the goals and objectives for this specific plan.

B. General Provisions

1. Applicable Codes

If an issue, situation, or condition arises that is not addressed by this Specific Plan, the applicable portions of the Town of Marana *Land Development Code* that are in place at the time of development shall apply.

All construction and development within the Specific Plan area shall comply with all current building and development codes and regulations that are currently adopted by the Town of Marana including, but not limited to, mechanical codes, electrical codes, plumbing codes, fire codes, and grading and excavation codes current at the time of development. Lazy K Bar Ranch will not deviate from Title 15, 19, 21 or 25 of the Town of Marana *Land Development Code* unless authorized by the Town Engineer.

2. Additional Uses

Whenever a use has not been specifically listed as being a permitted use in the particular zone classification within the Specific Plan, it shall be at the Town Planning Director's discretion if said use is consistent with the intent of the designation and compatible with other listed permitted uses.

C. Development Standards

1. Land Use Standards

a. Residential Area Designation (RA)

Residential Area regulations shall apply to the Residential Area Designation (total land outside of the open space (OS) Area). The lands within the Residential areas may be developed with the following permitted uses.

Permitted Uses:

- Site Built Single-Family Detached Residential Dwelling Units
- Community Recreation Facilities
- Parking
- Utilities
- Emergency Access Drive
- Community Buildings

Accessory Uses:

Accessory buildings located on the same lot within the permitted dwelling, provided that any permanent building or structure shall be harmonious with the architectural style of the main building and further provided that all residential uses are compatible with the residential character of the neighborhood.

- Children's playhouse
- Greenhouse
- Non-commercial hobby shops
- Patios and cabanas
- Swimming pools, spas and related structures
- Tool sheds
- Guest casitas

Project Accessory Uses:

- One temporary nursery
- Neighborhood Park and other recreational uses

Development Standards — Residential

- Minimum Lot Area: 6,000 sf
- Minimum Lot Width: 50 feet
- Minimum Lot Depth: 110 feet
- Minimum Building Separation: 10 feet (if the adopted fire code requires a separation of more than 10 feet, the greater distance will apply)
- Minimum Setbacks:
    - Front yard: 20 feet from the property line to face of garage; 10 feet for side entry garages and/or livable and architectural components
    - Side yard: 5 feet
    - Street side yard: 10 feet



- Rear yard: 15 feet

- Maximum Building Height: 25 feet; may be increased BY 5 feet for a total of 30 feet with Planning Director approval
- Maximum Lot Coverage: 70%
- Maximum Number of Lots: 178

b. Open Space (OS)

Open Space regulations shall apply to the Open Space Designation (total land outside of the developed portion of the RA Area). Not all lands within the Open Space areas will be preserved as natural areas. Some will be developed as usable open space.

Permitted Uses:

- Trails
- Stormwater Basin
- Landscaping/Revegetation
- Utility Crossings

Project Accessory Uses:

- Community recreation uses, including tennis courts, recreation building patio shelters and other community facilities common to a homeowner association
- One temporary nursery
- Neighborhood Park and other recreational uses
- Trails

Environmental Standards

- Natural Undisturbed Open Space Areas of vegetation designated to be preserved shall be protected during grading and construction activities by fencing and flagging.

Maintenance

- A Homeowners Association regulated by CC&R's shall manage all Open Space areas and undeveloped Residential Areas to ensure continued preservation of these lands.

Development Standards- Open Space

- Minimum Lot Area: None
- Minimum Lot Width: None
- Minimum Lot Depth: None
- Maximum Lot Coverage: None

2. Landscaping

Open space will cover approximately 60 percent of the site. The majority of the Landscape Buffers will be comprised of Natural Desert. Disturbed areas will be revegetated with native and low water use plants.

a. Landscape Buffers will be comprised of natural desert and revegetated areas consisting of regionally appropriate and predominately native species. See Table III.J: Lazy K Bar Prohibited Plant List. A mixture of upper story (trees) and middle and lower story (shrubs) will be used to closely mimic the natural vegetative patterns throughout most of the landscape buffers. In some locations, it may be necessary to increase the plant density and/or plant species make-up for functional purposes such as screening. In other areas, accent species (agaves, ocotillos, yuccas, etc.) and specimen plants may be introduced to highlight important areas such as entries and visual termini.

b. The width of the Landscape Buffer shall be 150' around the perimeter of the site. The site contains four (4) landscape buffers: north, south, east, and west. (Note: The former ranch house area is included in this buffer area and will be developed for passive and active recreation.)

c. On-site landscaping and revegetation will be in conformance with the Marana Land Development Code. Any disturbed areas will be revegetated with native plants. Disturbed areas shall be planted at a minimum rate of two (2) plants per 100 square feet (or equivalent thereof). Plants used for revegetation may be potted, boxed, plugs, or hydroseed.

d. All walls and fences shall be painted, stained, or contain integral color. Uncolored gray block walls will not be permitted.

3. Landscape Standards

a. Minimum plant sizes shall be - trees: 15-gallon, shrubs & accents: 5-gallon, ground covers: 1-gallon.

b. Turf is limited to hybrid Bermuda and may be used only in fully fences rear yards so as to prevent spreading to natural areas. No natural turf may be used in front yards or subdivision common areas; artificial turf is allowed in common areas.

c. The majority of plants shall be low water use. A minimal use of moderate water use plants may be used in oasis areas near gathering spaces such as community common area, entries and the open space associated with the former ranch house.

d. Plants requiring irrigation shall be irrigated via an underground drip irrigation system.

4. Parking

The Lazy K Bar shall comply with the Land Development Code, Title 22 Off-Street Parking. Additionally, a minimum of four (4) spaces will be provided near the original stone ranch house to accommodate for park area parking.

5. Lighting

All lighting will be in accordance with the Town of Marana Outdoor Lighting Code and additional lighting restrictions per the Pima County Outdoor Lighting Code, specifically as set forth for Lighting Area E1c, will also be adhered to.

6. Signage

All signage shall comply with Title 16 of the Marana Land Development Code; however, the Town agrees to make all reasonable exceptions to accommodate the use of historical signage currently existing on the site as a means of commemorating the heritage of the Lazy K Bar Ranch. Such signage will be confined to common areas within the project and shall also be permitted on the developer's on-site models and sales center to create consistent signage and theming throughout the community.

D. Single Family Residential Detached Housing Design Standards

All single-family residential lots are subject to the Residential Design Standards contained in the Town of Marana Land Development Code if any one lot within the Lazy K Bar Ranch is 16,000 square feet or smaller.

1. Individual Lot Landscaping

Per Town of Marana Land Development Code Requirements.

2. Color

Color schemes other than a dwelling's trim color shall not exceed a light reflectivity value of 40%.

E. Town of Marana Subdivision Requirements

1. Provision of Recreational Area

Per the Town of Marana *Land Development Code* requirements, residential projects with a gross density greater than or equal to 3.0 residences per acre and containing 50 or more dwelling units shall provide an improved on-site recreation area, constructed at the project developer's expense. Although it is not required, Lazy K Bar intends to provide recreational spaces to enhance the quality of life for its residents.

Lazy K Bar will feature one pocket park a minimum of 35,000 square feet in size; final location to be determined during the plat process. The original stone ranch house and fireplace/patio area will be preserved as a community amenity along with the former Lazy K Bar Mountain Pavilion Terrace. (See *Exhibit III.E.1: Land Use Concept Plan*).

2. Open Space Ownership

Preservation of natural open space, as well as maintenance of modified open space (common area) within Lazy K Bar, shall be the responsibility of the Master Association and respective HOA's and regulated by CC&R's approved by the Town.

3. Off-Site Trail Access and Maintenance

The proposed earthen trail along Scenic Drive as shown on Exhibit III.J.1 as well as the proposed public trail will be HOA owned and maintained.

F. Minimum Roadway Development Standards

1. Application

These minimum street standards are per Town of Marana street standards. All internal roadways shall be private roadways, and maintained by the Lazy K Bar Ranch Homeowner's Association.

2. Functional Classifications Defined

Within Lazy K Bar, the local streets may carry an Average Daily Traffic Volume of up to 1,780 trips per day. Design speed for these local streets is 25 miles per hour. The directional distribution is estimated at 50% entering and 50% exiting.

3. Cul-de-sacs

There is no restriction on cul-de-sac length, provided Northwest Fire District is satisfied with the proposed access and a design exception is approved prior to platting.

4. Curbing and Sidewalks

Rolled curbs are appropriate for Lazy K Bar and will be a minimum of two feet wide. All internal roads will utilize the 42-foot local street section in the Town of Marana



Subdivision Street Standards Manual, which provides 5-foot sidewalks along both sides of the street. In the event that any deviation from Marana's standard street section is sought during platting, a design exception application will be submitted for the proposed street section modifications.





LAZY K BAR RANCH SPECIFIC PLAN

IMPLEMENTATION AND ADMINISTRATION

A. Purpose

This section of the Specific Plan is intended to provide regulatory procedures designed to guide the implementation for the Specific Plan throughout the duration of the project. This section also provides guidance regarding the general administration of amendment procedures to the Specific Plan. The Provisions below shall apply to the entire project site as defined in this Specific Plan.

1. Extent of the Specific Plan to Supplement or Supersede Adopted Town Zoning Regulations

The Development Regulations section of the Specific Plan addresses only those areas that differ from the Town of Marana *Land Development Code*. If an issue, condition or situation arises that is not covered or provided for in this Specific Plan, those regulations of the Town of Marana *Land Development Code* that are in place at the time of development shall be used by the Planning Director as the guidelines to resolve the unclear issue, condition or situation.

Appeals to the Planning Director's interpretation may be made to the Board of Adjustment within 15 days of the date of interpretation.

2. General Implementation Responsibilities

The implementation of the Lazy K Bar Ranch Specific Plan is the responsibility of the Master Developer and the Town of Marana.

The Master Developer is the entity responsible for providing the basic infrastructure needs, including roads and utilities, buildings, improvements and site development.

At any time, the Master Developer may relinquish its rights and assign any or all rights to one or more successors. Associated responsibilities of the Master Developer would also be transferred to the future Homeowner's Association at that time.

The Town of Marana Development Services Department will be responsible for ensuring all policies and standards laid out in the Specific Plan are adhered to during the review of all development in the Specific Plan.

3. Interpretation

The Planning Director shall be responsible for interpreting the provisions of this Specific Plan. Appeals to the Planning Director's interpretation may be made to the Board of Adjustment within fifteen (15) days from the date of the interpretation.



4. Development Review Procedures

All development shall be conducted substantially in accordance with the development regulations outlined in Section IV of this document. All development plans and subdivision plats for Lazy K Bar shall be subject to and implemented through the review and approval process adopted by the Town of Marana. In addition, all development is subject to the building permit process as outlined by the Town of Marana.

5. Specific Plan Amendments

Amendments to the Lazy K Bar Ranch Specific Plan may become necessary for various reasons including but not limited to responding to changes resulting from new development conditions, financial conditions, and/or to respond to the requirements of potential users or builders of the property. The Master Developer, the Town of Marana, other developers, or agents representing any of the foregoing may request amendments to the approved Specific Plan.

6. Administrative Change

The Planning Director's decision regarding administrative changes and determination of substantial change, as outlined below, shall be subject to appeal to the Board of Adjustment. Categories of administrative changes include, but are not limited to:

- The addition of new information to the Specific Plan maps or text that does not change the effect of any regulations or guidelines, as interpreted by the Planning Director;
- Changes to infrastructure, such as drainage and utilities, which do not change the overall intent of the Specific Plan shall be approved by the Town Engineer not the Planning Director.
- Any comparable interpretations of the list of permitted and temporary uses of the property set forth in the Specific Plan.
- Changes in land use designation boundaries, division of plan areas or combinations of areas.
- Minor changes or adjustments to intrusions, encroachments, easements, rights-of-way, or open spaces, so long as the modifications do not conflict with the overall intent of the Specific Plan.
- The determination that a use may be allowed which is not specifically listed as permitted, but which may not be determined as analogous and/or accessory use explicitly listed as permitted, as made by the Planning Director.

7. Substantial Change

This Specific Plan may be substantially amended by the same procedure as it was adopted. The owner or agent of the property may submit to the Planning Director a written application to amend one or more of the Specific Plan regulations. Each request shall include all sections or portions of the plan that are affected by the change. The Planning Director shall determine if the amendment would result in a substantial change in plan regulations, as defined in the Town of Marana Land Development Code. After review, the Planning Director shall refer the request to amend with his recommendations to the Planning Commission for noticed public hearing. The Planning Commission shall make its recommendation to the Town Council which, after public hearing, shall approve, reject, or modify the proposed amendment.



Bibliography

Aerial Photographs, Pima Association of Governments, 2012.

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

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

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

Town of Marana General Plan, 2010.

Town of Marana Strategic Plan II, March 2012.

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

FEMA Flood Insurance Rate Map, Pima County, Arizona.

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

MapGuide, Pima County Geographic Information Systems, 2013.

Pima Regional Trail System Master Plan, revised May 2012.



LAZY K BAR RANCH DEVELOPMENT AGREEMENT

Town of Marana, Arizona

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and LKB RANCH, LLC, an Arizona limited liability company ("LKB Ranch"), LKB HOTEL, LLC, an Arizona limited liability company ("LKB Hotel"), and LKB RETAINED LAND, LLC ("LKBRL"), an Arizona limited liability company. LKB Ranch, LKB Hotel, and LKBRL are collectively referred to as the "Owner." The Town and the Owner are sometimes collectively referred to as the "Parties," any of which is sometimes individually referred to as a "Party."

RECITALS

A. LKB Ranch is the current owner of a parcel of land bearing Pima County Assessor's parcel number 221-22-013E and referred to in this Agreement as the "Ranch Parcel," described as Parcels 2, 5, 6, and 7 in Exhibit A to this Agreement. LKB Hotel is the current owner of a parcel of land bearing Pima County Assessor's parcel number 221-22-013B and referred to in this Agreement as the "Hotel Parcel," described as Parcel 1 in Exhibit A to this Agreement. LKBRL is the current owner of parcels of land bearing Pima County Assessor's parcel numbers 221-22-013F and 221-22-013G and referred to in this Agreement together as the "LKBRL Parcel," described as Parcel 3 in Exhibit A to this Agreement. The Ranch Parcel, the Hotel Parcel and the LKBRL Parcel are referred to in this Agreement collectively as the "Owner's Land." The Owner's Land is located west of the Scenic Drive alignment and its intersection with Pima Farms Road.

B. The Owner's Land includes the Project Site depicted in the Lazy K Bar Ranch Specific Plan adopted by Town of Marana Ordinance No. 2017.____. In general, the Project Site depicted in the Lazy K Bar Ranch Specific Plan is all of the Owner's Land that lies 150 feet or more from lands located adjacent to the Owner's Land.

C. The Parties anticipate that the Owner will develop or sell for future development the Owner's Land into a project containing a residential subdivision containing ____ lots with homes and other uses consistent with the Lazy K Bar Ranch Specific Plan and this Agreement (the "Development").

D. In connection with the Development, the Town has requested the Owner to construct what are referred to in this Agreement as the Public Roadway Improvements and to dedicate to the public certain right-of-way referred to in this Agreement as the New Right-of-Way, all of which the Owner is willing to do on the terms and conditions set forth in this Agreement.

E. The Development is in compliance with the Town's adopted and approved General Plan (as defined in A.R.S. § 9-461).

F. The Development is in compliance with the Lazy K Bar Ranch Specific Plan.

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

H. The Town has determined that the reopening of Scenic Drive is in the best interest of the region and will enhance circulation for the broader community.

I. Reopening Scenic Drive will benefit the Development and enhance overall traffic circulation within the area.

J. The Town entered into a Pre-Annexation and Development Agreement with LKB, L.L.C., an Arizona limited liability company, recorded in the office of the Recorder of Pima County, Arizona, on November 29, 2001, at Docket 11685, Page 3367 (the "2001 PADA").

K. The land area covered by the 2001 PADA included all of the Owner's Land which is the subject of this Agreement, plus some additional land not included in this Agreement.

L. As it applies to the Owner's Land, the Parties intend to terminate, supersede, and replace the 2001 PADA with this Agreement except as specifically provided in this Agreement.

AGREEMENT

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

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

a. "2001 PADA" is defined in recital J above.

b. "Construction Sales Tax Revenues" mean those portions of the Town's transaction privilege taxes (currently 4%) generated pursuant to Section 8-415 or 8-416 of the Marana Tax Code (or corresponding sections of successor codes) from construction contracting or speculative builder activities occurring as part of the Development (including but not limited to the construction of the Public Roadway Improvements).

c. "Development" is defined in recital C above.

d. "Development Regulations" is defined in paragraph 6 below.

e. "Owner's Land" is defined in recital A above.

f. "Owner's Setback Area" is that portion of the Owner's Land located outside the boundaries of the Lazy K Bar Ranch Specific Plan and not dedicated to the Town pursuant to this Agreement.

g. "Pima Farms Road Improvements" means the reconstruction of Pima Farms Road from its intersection with Moonfire Drive westward to Scenic Drive to the cross-section and specifications consistent with the design plans for the portion of Pima Farms Road located east of Moonfire Drive (Ironwood Reserve Offsite Paving Plan, Marana File No. ENG0402-021).

h. "Public Improvement Costs" means all costs, expenses, fees, transaction privilege taxes and charges actually incurred and paid by or on behalf of the Owner to contractors, archi-

tects, engineers, surveyors, governmental agencies, other professionals and consultants, and other third parties for materials, labor, planning, design, engineering, surveying, site excavation and preparation, governmental permits and payments, payment and performance bonds, other professional services, and all other costs and expenses related or incidental to and reasonably necessary for, the acquisition, improvement, construction, installation, or provision of the Public Roadway Improvements and warranting them for one year after completion.

i. "Public Roadway Improvements" means the Scenic Drive Improvements and the Pima Farms Road Improvements.

j. "Reimbursement Account" means a separate account within the Town's General Fund or accounted for by an appropriate book or ledger entry designation for the purpose of making Reimbursement Payments.

k. "Reimbursement Payments" is defined in paragraph 11 below.

l. "Scenic Drive Improvements" means the extension of Scenic Drive on and off-site of Owner's Land from a point approximately 400 feet south of Silverbell Road to the intersection of Pima Farms Road, as depicted on Exhibit B and described in Exhibit D to this Agreement.

m. "Town's Share of Public Improvement Costs" means 40% of all Public Improvement Costs for the Scenic Drive Improvements and 100% of all Public Improvement Costs for the Pima Farms Road Improvements.

2. *Term*. This Agreement shall become effective upon the later of its execution by all the Parties and the effective date of the Town Council ordinance approving this Agreement (the "Effective Date"). The term of this Agreement shall begin on the Effective Date and, unless sooner terminated by the mutual consent of the Parties, shall automatically terminate and shall thereafter be void for all purposes on the 15th anniversary of the Effective Date. The Town's reimbursement obligations under paragraph 11 below shall terminate when the Town has reimbursed the Owner for all of the Town's Share of Public Improvement Costs or on the 15th anniversary of the Effective Date, whichever occurs first.

3. *Construction of Public Roadway Improvements*. As a condition of the Town's approval of the Development, and not as a separate legal obligation, the Owner must substantially complete construction of the Public Roadway Improvements before seeking occupancy of any structure authorized by the Lazy K Bar Ranch Specific Plan other than model homes. Model home lots may not be sold until they have been released from subdivision assurances.

4. *Dedication of right-of-way; exchange*. The Owner shall dedicate the New Right-of-Way to the Town upon completion of the Scenic Drive Improvements or as part of the final plat for the Development, whichever occurs first. In exchange for and concurrently with the Owner's dedication of the New Right-of-Way to the Town, the Town shall abandon to the Owner pursuant to A.R.S. § 28-7203 the portion of the cul-de-sac bulb of right-of-way near the northeast corner of the Owner's Land that lies outside the 60-foot public right-of-way, as described and depicted in Exhibit E to this Agreement.

5. *Maintenance*. Once the Public Roadway Improvements are completed by the Owner and accepted by the Town, and the warranty has expired, the Town shall have full maintenance responsibility for the Public Roadway Improvements.

6. *Development regulations*. The Development shall be governed by the Lazy K Bar Ranch Specific Plan and this Agreement. The Marana Land Development Code, including the written rules, regulations, substantive procedures, and policies relating to development of land, adopted or approved by the Mayor and Council (collectively the "Marana Development Code") in effect on the Effective Date shall apply to the extent not covered by the Lazy K Bar Ranch Specific Plan or this Agreement. The requirements of this paragraph are collectively referred to as the "Development Regulations." In the event of any express conflict,

a. The Lazy K Bar Ranch Specific Plan shall control over the terms of the Marana Development Code on all matters;

b. The Lazy K Bar Ranch Specific Plan and the Marana Development Code shall control over the terms of this Agreement as to any zoning or other legislative matter;

c. Within the Owner's Setback Area, this Agreement shall control over the terms of the Marana Development Code and any residual zoning entitlements that would otherwise accrue to the Owner's Setback Area in the absence of this Agreement; and

d. This Agreement shall control over the terms of the Lazy K Bar Ranch Specific Plan and the Marana Development Code as to any administrative or procedural matter.

7. *Development review*. The Development shall be developed in a manner consistent with the Development Regulations and this Agreement, which together establish the basic land uses, and the densities, intensities and development regulations that apply to the land uses authorized for the Development. Upon the Owner's compliance with the applicable development review and approval procedures and substantive requirements of the Development Regulations, the Town agrees to issue such permits or approvals for the Development as may be requested by the Owner.

8. *Public Roadway Improvements construction and reimbursement*. As a condition precedent to receiving Reimbursement Payments under paragraph 11 of this Agreement, and not as a separate contractual obligation, the Owner shall, in conjunction with its construction of the Development and in accordance with the State of Arizona and the Town public infrastructure construction procurement laws and procedures:

a. Design and construct the Public Roadway Improvements; and

b. Pay all Public Improvement Costs for the Public Roadway Improvements as they become due.

9. *Reimbursement amount*. The Town shall make Reimbursement Payments to the Owner for the Town's Share of Public Improvement Costs pursuant to paragraph 11 below. The Owner shall submit to the Town quarterly statements showing the actual Public Improvement Costs incurred and paid to date for the Scenic Drive Improvements and the Pima Farms Road Improvements. Quarterly statements shall be provided until the total amount of all Reimbursement Payments to the Owner equals the Town's Share of Public Improvement Costs or until the 15th anniversary of the Effective Date, whichever first occurs. Within 60 days thereafter, the Owner shall provide a final statement to the Town. The Owner shall provide the Town with invoices or other backup information reasonably requested by the Town to confirm the accuracy of the Owner's quarterly statement of costs and contributions or credits.

10. *Reimbursement Account*. The Town shall deposit the Construction Sales Tax Revenues into the Reimbursement Account as they are received from the Arizona Department of Revenue, beginning with the first such revenues generated from the Development and ending upon the expiration of this Agreement. Funds in the Reimbursement Account shall be reimbursed to the Owner pursuant to paragraph 11 below.

11. *Reimbursement Payments*. The Town shall pay the Owner within the first 30 days of each calendar quarter the lesser of (i) the Town's Share of Public Improvement Costs and (ii) all funds in the Reimbursement Account ("Reimbursement Payments"). Reimbursement Payments shall begin the first calendar quarter after all of the following have occurred: (a) the Owner has incurred Public Improvement Costs for the Public Roadway Improvements; (b) the Owner has submitted the first quarterly statement pursuant to paragraph 9 above; and (c) the Town has received Construction Sales Tax Revenues generated by the Development. Any funds accrued in the Reimbursement Account and owed to the Owner for the Town's Share of Public improvement Costs but not yet disbursed to the Owner upon the expiration of this Agreement shall be paid to the Owner within 30 days after the expiration of this Agreement.

12. *Effect of loss of Construction Sales Tax Revenues*. If the laws of the State of Arizona are revised in a way that reduces or eliminates Construction Sales Tax Revenues, the Town shall make deposits into the Reimbursement Account from such funding, if any, that the Town receives under then-existing laws of the State of Arizona to replace the reduced or eliminated Construction Sales Tax Revenues, in an amount that is proportional, in the Town's Finance Director's reasonable opinion, to the Construction Sales Tax Revenues that the Town would have received if the laws of the State of Arizona had not been so revised.

13. *No Town representation of sufficiency of Reimbursement Payments*. The Owner acknowledges and understands that the amount of the Construction Sales Tax Revenues depends on many factors and may be insufficient to pay all of the Town's Share of Public Improvement Costs.

14. *Owner audit*. Not more than once each calendar year, the Owner may, at its own cost, audit Town sales tax returns and other appropriate financial records of the Town to assure prompt and accurate deposit into the Reimbursement Account of all revenues as required pursuant to this Agreement. The Owner audit authorized by this paragraph shall be subject to all applicable laws that may prohibit or limit the dissemination or use of transaction privilege tax and related information. Before the Owner audit occurs, the Owner shall obtain and provide to the Town written waivers of confidentiality sufficient to satisfy the requirements of Arizona Revised Statutes § 42-2003(A)(6) from each taxpayer whose sales tax returns and other financial records are provided by the Town in connection with the audit.

15. *Annual report*. Within 45 days following the end of each Town fiscal year, the Town shall deliver to the Owner a report of all Construction Sales Tax Revenues generated by or attributable to the Development which have been utilized by the Town in determining the amount deposited into the Reimbursement Account. The report shall be restricted to information that may be released by the Town without violating applicable laws that may prohibit or limit the dissemination or use of transaction privilege tax and related information. The report will not contain information capable of identifying confidential information of any particular taxpayer unless and until the Owner has obtained and provided to the Town written waivers of confidenti-

ality sufficient to satisfy the requirements of Arizona Revised Statutes § 42-2003(A)(6) from each taxpayer whose confidential information is revealed in the report.

16. *Limitations*. During the Term of this Agreement, the Town shall not enter into any agreement or transaction which impairs the rights of the Owner under this Agreement, including, without limitation, the right to receive the Reimbursement Payments and the proceeds of the Reimbursement Account in accordance with the procedures established in this Agreement.

17. *Contractor and subcontractor disaggregation of tax information for the Development; release of tax information*. The Owner shall require each contractor and subcontractor responsible for the payment of construction sales tax for work attributable to the Development to separately report construction sales tax attributable to the Development. The Owner shall exercise reasonable efforts to obtain from each contractor and subcontractor doing work attributable to the Development a consent to release of tax information in a form reasonably acceptable to the Town. If the separate report required by this paragraph is not provided to the Town, the Town shall make a reasonable estimate of the Construction Sales Tax Revenues derived from the Development based on all information available to the Town, including information provided by the Owner, and the good faith certification by the Town's Finance Director shall be considered final and binding upon the Owner. The final certification of the Town's Finance Director shall be subject to all applicable laws that may prohibit or limit the dissemination or use of transaction privilege tax and related information.

18. *Permit and review fee waiver*. The Town will waive 40% of all plan review fees and inspection and construction permit fees for the Scenic Drive Improvements, and 100% of all plan review fees and inspection and construction permit fees for the Pima Farms Road Improvements.

19. *Town review and approval of plans*. Except as expressly provided in this Agreement, the development and construction of the Public Roadway Improvements is subject to the Town's normal plan submittal, review and approval procedures and construction inspection requirements.

20. *Development impact fees*. Nothing in this Agreement shall be construed as a waiver or reduction of development impact fees properly adopted by the Town pursuant to A.R.S. § 9-463.05 and applicable to the Development.

21. *Uses within the Owner's Setback Area*. The Owner's Setback Area may be used only for (i) open space and recreational uses approved in writing by the Town and (ii) Town-approved roadway access to the Development.

22. *Existing historic structures*. Existing structures located on the Owner's Land which the Town's Planning Director in the exercise of reasonable discretion deems to have historic value shall be incorporated into the common area to be owned and maintained by the association of lot owners to be established for the Owner's Land HOA. Existing hardscape areas located on the Owner's Land which the Town's Parks & Recreation Director in the exercise of reasonable discretion deems to have public amenity value shall be incorporated into the trail dedication area (see paragraph 23 below).

23. *Public trail dedication*. The Owner shall grant to the Town a permanent public trail easement in the designated open space in close proximity to the south boundary of the Owner's Land, extending from the east property boundary to the west property boundary of the Owner's Land. The easement shall be the minimum width necessary for the Town to construct and main-

tain a sustainable public trail, as reasonably determined by the Town of Marana Parks and Recreation Department, but in any event not wider than 30 feet (except by the Owner's consent). To the greatest extent reasonably possible, the grade and layout of the trail shall be designed so that water generally runs across the tread rather than down the tread. Based on direction and feedback provided by the Town of Marana Parks and Recreation Department, the Owner shall identify and reserve the easement on the subdivision plat for the Development. The Owner shall grant the trail easement to the Town after the Town constructs the trail and the constructed trail alignment is legally described to the Parties' satisfaction based on survey or Global Positioning System equipment.

24. Effect on the 2001 PADA. This Agreement terminates, supersedes, and replaces the 2001 PADA as it applies to the Owner's Land except as follows:

a. The provisions of subparagraph 3.2 of the 2001 PADA, relating to the oversizing of Town public water facilities, shall continue to apply to the Owner's Land.

b. The Owner may continue to use the existing wells on the Owner's Land referred to in Section 6 of the 2001 PADA for construction and irrigation water until completion of the development of the Owner's Land.

25. *Cooperation and alternative dispute resolution*.

a. *Appointment of representatives*. To further the commitment of the Parties to cooperate in the progress of the Development, the Town and the Owner each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Owner. The initial representative for the Town (the "Town Representative") shall be the Town Manager, and the initial representative for the Owner shall be Peter Evans or a replacement to be selected by the Owner. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties and the Development.

b. *Non-performance; remedies*. If either Party does not perform under this Agreement (the "Non-Performing Party") with respect to any of that Party's obligations under this Agreement, the other Party (the "Demanding Party") shall be entitled to give written notice in the manner prescribed in paragraph 26 below to the Non-Performing Party, which notice shall state the nature of the non-performance claimed and make demand that such non-performance be corrected. The Non-Performing Party shall then have (i) 15 days from the date of the notice within which to correct the non-performance if it can reasonably be corrected by the payment of money, or (ii) 30 days from the date of the notice to cure the non-performance if action other than the payment of money is reasonably required, or if the non-monetary non-performance cannot reasonably be cured within 30 days, then such longer period as may be reasonably required, provided and so long as the cure is promptly commenced within 30 days and thereafter diligently prosecuted to completion. If any non-performance is not cured within the applicable time period set forth in this paragraph, then the Demanding Party shall be entitled to begin the mediation and arbitration proceedings set forth in this paragraph. The Parties agree that due to the size, nature and scope of the Development, and due to the fact that it may not be practical or possible to restore the property to its condition prior to Owner's development and improvement work, once implementation of this Agreement has begun, money damages and remedies at law will likely be inadequate and that specific performance will likely be appropriate for the non-performance of a covenant contained in this

Agreement. This paragraph shall not limit any contract or other rights, remedies, or causes of action that either Party may have at law or in equity.

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

d. *Arbitration*. After mediation, as provided for in this paragraph 16, any dispute, controversy, claim or cause of action arising out of or relating to this Agreement shall be settled by submission of the matter by both Parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-501 *et seq*., and judgment upon the award rendered by the arbitrator(s) may be entered in a court having jurisdiction.

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

If to the Town:

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

If to the OWNER:

LKB HOTEL, LLC
LKB RANCH, LLC
LKB RETAINED LAND, LLC
1640 E. River Road, Suite 115
Tucson, Arizona 85718
Attn: Peter Evans
Telephone: (520) 904-2297

All notices shall be deemed given when delivered or transmitted by facsimile or, if mailed as provided above, on the second day after the day of mailing, and if sent by overnight courier, on

the next day after the date of deposit with the courier. Any party may change its address for the receipt of notices at any time by giving written notice thereof to the other parties in accordance with the terms of this section. The inability to deliver notice because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the effective receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

27. *Miscellaneous.*

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

b. Time is of the essence of this Agreement.

c. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, and any lawsuit to enforce any provision of this Agreement or to obtain any remedy with respect to this Agreement shall be brought in the Pima County Superior Court, and for this purpose the Parties expressly and irrevocably consent to the jurisdiction of the Pima County Superior Court.

d. If either of the Parties fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in the dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights under this Agreement, including, without limitation, court costs and reasonable attorneys' fees.

e. This Agreement may be executed in identical counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature pages and this Agreement may be executed by the affixing of the signature pages, and all of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all the signers had signed a single signature page.

f. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors in interest and assigns; provided, however, that (i) upon the conveyance of all of the Owner's Land to a single grantee, the grantor shall automatically be released from any further obligation or liability under this Agreement and this Agreement shall thereafter bind the grantee; and (ii) in no event shall this Agreement be binding on or burden the property of a purchaser of a home in the Development.

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

[Remainder of page intentionally left blank.]

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

THE "TOWN":
TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: _____

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

The "OWNER":
LKB RANCH, LLC, an Arizona limited liability company
LKB HOTEL, LLC, an Arizona limited liability company
LKB RETAINED LAND, LLC, an Arizona limited liability company

By: _____
Peter Evans, Manager

Date: _____

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on _____ by Peter Evans, Manager of LKB RANCH, LLC, LKB HOTEL, LLC, and LKB RETAINED LAND, LLC, each an Arizona limited liability company, on behalf of the LLCs.

(Seal)

_____
Notary Public

LIST OF EXHIBITS

Exhibit A	Legal description of the "Owner's Land"
Exhibit B	Depiction of area of extension of Scenic Drive and typical roadway sections
Exhibit C	Legal description of New Right-of-Way to be dedicated to the Town
Exhibit D	Description of and specifications for the Scenic Drive Improvements
Exhibit E	Legal description and depiction of right-of-way to be abandoned by the Town

EXHIBIT A

Legal Description of the "Owner's Land"

First American Title	Commitment for Title Insurance BY FIRST AMERICAN TITLE INSURANCE COMPANY
Exhibit A	

File No.: -7001710A

LEGAL DESCRIPTION

Parcel 1 (Hotel Parcel)

That portion of the West Half (W ½) of Section 29, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

Commencing at the Center of said Section 29, from said point the North One-Quarter (N ¼) corner of said Section 29 bears North 00 degrees 05 minutes 54 seconds West, a distance of 2,643.15 feet;

Thence South 89 degrees 53 minutes 59 seconds West, a distance of 30.00 feet;

Thence South 89 degrees 53 minutes 52 seconds West, 113.27 feet to a point of curvature of a tangent curve concave to the North;

Thence Westerly along the arc of said curve, to the right, having a radius of 3,713.20 feet, with a chord of North 88 degrees 37 minutes 04 seconds West 192.40 feet, and a central angle of 02 degrees 58 minutes 09 seconds for an arc distance of 192.42 feet to the POINT OF BEGINNING on the arc of a non-tangent curve concave to the Northwest, a radial line of said curve through said point having a bearing of South 85 degrees 10 minutes 56 seconds East;

Thence Southwesterly along the arc of said curve, to the right, having a radius of 189.43 feet, with a chord of South 31 degrees 58 minutes 04 seconds West 172.88 feet, and a central angle of 54 degrees 18 minutes 00 seconds for an arc distance of 179.53 feet to a point of reverse curvature of a tangent curve concave to the East;

Thence Southerly along the arc of said curve, to the left, having a radius of 371.52 feet, with a chord of South 20 degrees 43 minutes 32 seconds West 461.45 feet, and a central angle of 76 degrees 47 minutes 03 seconds for an arc distance of 497.88 feet to a non-tangent line;

Thence South 84 degrees 03 minutes 26 seconds West a distance of 311.38 feet;

Thence North 84 degrees 34 minutes 37 seconds West, a distance of 315.23 feet;

Thence South 21 degrees 59 minutes 56 seconds West, a distance of 369.74 feet;

Thence South 10 degrees 56 minutes 46 seconds East, a distance of 393.95 feet to the South line of the North One-Half (N ½) of the Southwest One-Quarter (SW ¼) of said Section 29;

Thence South 89 degrees 58 minutes 25 seconds West, along said South line, a distance of 731.21 feet;

Thence North 09 degrees 26 minutes 54 seconds East, 459.19 feet to a point on the arc of a non-tangent curve concave to the Northeast, a radial line of said curve through said point having a bearing of South 09 degrees 11 minutes 45 seconds East;

Thence Westerly and Northerly along the arc of said curve, to the right, having a radius of 150.00 feet, with a chord of North 44 degrees 35 minutes 38 seconds West 244.54 feet, and a central angle of 109 degrees 12 minutes 15 seconds for an arc distance of 285.90 feet to a point of tangency;

Exhibit A
(Continued)

Thence North 10 degrees 00 minutes 29 seconds East a distance of 138.16 feet to a point of curvature of a tangent curve concave to the West;

Thence Northerly along the arc of said curve, to the left, having a radius of 565.13 feet, with a chord of North 01 degrees 22 minutes 33 seconds East 169.64 feet, and a central angle of 17 degrees 15 minutes 52 seconds for an arc distance of 170.29 feet to a non-tangent line;

Thence South 69 degrees 34 minutes 40 seconds East 388.00 feet;

Thence North 44 degrees 35 minutes 41 seconds East 236.71 feet;

Thence North 15 degrees 44 minutes 50 seconds East, 352.34 feet;

Thence South 74 degrees 15 minutes 10 seconds East, 113.22 feet to a point of curvature of a tangent curve concave to the North;

Thence Easterly along the arc of said curve, to the left, having a radius of 311.26 feet, with a chord of North 88 degrees 17 minutes 59 seconds East 186.65 feet, and a central angle of 34 degrees 53 minutes 43 seconds for an arc distance of 189.57 feet to a point of reverse curvature of a tangent curve concave to the South;

Thence Easterly along the arc of said curve, to the right, having a radius of 1,157.33 feet, with a chord of North 83 degrees 11 minutes 23 seconds East 494.57 feet, and a central angle of 24 degrees 40 minutes 30 seconds for an arc distance of 498.42 feet to a point of tangency;

Thence South 84 degrees 28 minutes 22 seconds East, a distance of 158.24 feet to a point of curvature of a tangent curve concave to the North;

Thence Easterly along the arc of said curve, to the left, having a radius of 3,713.20 feet, with a chord of South 85 degrees 48 minutes 11 seconds 172.39 feet, and a central angle of 02 degrees 39 minutes 37 seconds for an arc distance of 172.41 feet to the POINT OF BEGINNING;

(JV Arb 96)

Parcel 2

That portion of the West Half (W ½) of Section 29, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

Commencing at the Center of said Section 29, from said point the North One-Quarter (N ¼) corner of said Section 29 bears North 00 degrees 05 minutes 54 seconds West, a distance of 2,643.15 feet;

Thence South 89 degrees 53 minutes 59 seconds West, a distance of 30.00 feet to the POINT OF BEGINNING;

Thence South 89 degrees 53 minutes 52 seconds West, 113.27 feet to a point of curvature of a tangent curve concave to the North;

Thence Westerly along the arc of said curve, to the right, having a radius of 3,713.20 feet, with a chord of North 87 degrees 17 minutes 15 seconds West 364.68 feet, and a central angle of 05 degrees 37 minutes 46 seconds for an arc distance of 364.83 feet to a point of tangency;

Thence North 84 degrees 28 minutes 22 seconds West 158.24 feet to a point of curvature of a tangent curve concave to the South;

Exhibit A
(Continued)

Thence Westerly along the arc of said curve, to the left, having a radius of 1,157.33 feet, with a chord of South 83 degrees 11 minutes 23 seconds West 494.57 feet, and a central angle of 24 degrees 40 minutes 30 seconds for an arc distance of 498.42 feet to a point of reverse curvature of a tangent curve concave to the North;

Thence Westerly along the arc of said curve, to the right, having a radius of 311.26 feet, with a chord of South 88 degrees 17 minutes 59 seconds West 186.65 feet, and a central angle of 34 degrees 53 minutes 43 seconds for an arc distance of 189.57 feet to a point of tangency;

Thence North 74 degrees 15 minutes 10 seconds West 113.22 feet;

Thence South 15 degrees 44 minutes 50 seconds West 352.34 feet;

Thence South 44 degrees 35 minutes 41 seconds West 236.71 feet;

Thence North 69 degrees 34 minutes 40 seconds West 388.00 feet to a point on the arc of a non-tangent curve concave to the West, a radial line of said curve through said point having a bearing of North 82 degrees 44 minutes 37 seconds East;

Thence Southerly along the arc of said curve, to the right, having a radius of 565.13 feet, with a chord of South 01 degrees 22 minutes 33 seconds West 169.64 feet, and a central angle of 17 degrees 15 minutes 52 seconds for an arc distance of 170.29 feet to a point of tangency;

Thence South 10 degrees 00 minutes 29 seconds West 138.16 feet to a point of curvature of a tangent curve concave to the Northeast;

Thence Southerly and Easterly along the arc of said curve, to the left, having a radius of 150.00 feet, with a chord of South 44 degrees 35 minutes 38 seconds East, 244.54 feet, and a central angle of 109 degrees 12 minutes 15 seconds for an arc distance of 285.90 feet to a non-tangent line;

Thence South 09 degrees 26 minutes 54 seconds West 459.19 feet to the South line of the North One-Half (N ½) of the Southwest One-Quarter (SW ¼) of said Section 29;

Thence South 89 degrees 58 minutes 25 seconds West, along said South line, a distance of 630.64 feet to the West line of said Southwest One-Quarter (SW 1/4);

Thence North 00 degrees 04 minutes 13 seconds West, along said West line, a distance of 1,308.33 feet to the West One-Quarter corner of said Section 29;

Thence North 00 degrees 04 minutes 23 seconds West, along the West line of the Northwest One-Quarter (NW ¼) of said Section 29, a distance of 1,317.92 feet to the North line of the South One-Half (S ½) of the Northwest One-Quarter (NW ¼) of said Section 29;

Thence North 89 degrees 57 minutes 43 seconds East, along said North line, a distance of 2,610.54 feet to a line 30.00 feet West of and parallel with the East line of said Northwest One-Quarter (NW ¼);

Thence South 00 degrees 05 minutes 54 seconds East, along said parallel line, a distance of 1,321.61 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion conveyed to the Town of Marana in Deed recorded in Docket 12413 at page 3583 and corrected in Docket 13126 at page 490, and being described as follows:

A portion of that parcel described in Docket 10965 at page 3918, said portion being in the South Half of the Northwest Quarter of said Section 29, as follows:

Exhibit A
(Continued)

Commencing at a brass cap survey monument stamped L.S. 12122 at the center of said Section 29 from which a ½ inch rebar with no tag at the North Quarter corner of said Section 29 lies North 00 degrees 05 minutes 54 seconds West, a distance of 2643.08 feet;

Thence North 00 degrees 05 minutes 54 seconds West, along the North-South midsection line of said Section 29, a distance of 1,201.54 feet to its intersection with the Easterly projection of the Southerly line of said parcel;

Thence South 89 degrees 57 minutes 26 seconds West, along said Easterly projection, a distance of 30.00 feet to its intersection with the Westerly right-of-way line of Scenic Drive, Road Proceedings No. 255, records of Pima County, Arizona;

Thence North 00 degrees 05 minutes 54 seconds West along said Westerly right-of-way line, a distance of 159.13 feet to a point on the arc of a non-tangent curve concave to the East, a radial line of said curve through said point having a bearing of South 19 degrees 22 minutes 22 seconds West, said point being the Point of Beginning;

Thence Northwesterly and Northeasterly along the arc of said curve, to the right, having a radius of 45.00 feet and a central angle of 125 degrees 40 minutes 44 seconds for a arc distance of 98.71 feet to a point of reverse curvature of a tangent curve concave to the Northwest;

Thence Northeasterly along the arc of said curve, to the left, having a radius of 25.00 feet and a central angle of 55 degrees 09 minutes 00 seconds for an arc distance of 24.06 feet to a point of cusp, said point being on the Westerly right-of-way line of said Scenic Drive;

Thence South 00 degrees 05 minutes 54 seconds East along said Westerly right-of-way line, a distance of 99.87 feet to the POINT OF BEGINNING.

(JV Arb 99)

Parcel 3

That portion of the West Half (W ½) of Section 29, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

Commencing at the Center of said Section 29, from said point the North One-Quarter (N ¼) corner of said Section 29 bears North 00 degrees 05 minutes 54 seconds West, a distance of 2,643.15 feet;

Thence South 89 degrees 53 minutes 59 seconds West, a distance of 30.00 feet to the POINT OF BEGINNING on a line 30.00 feet West of and parallel with the East line of the Southwest One-Quarter (SW ¼) of said Section 29;

Thence South 00 degrees 06 minutes 06 seconds East, along said parallel line, a distance of 1,305.29 feet to the South line of the North One-Half (N ½) of the Southwest One-Quarter (SW ¼) of said Section 29;

Thence South 89 degrees 58 minutes 25 seconds West, along said South line, a distance of 1,250.00 feet;

Thence North 10 degrees 56 minutes 46 seconds West 393.95 feet;

Thence North 21 degrees 59 minutes 56 seconds East 369.74 feet;

Thence South 84 degrees 34 minutes 37 seconds East 315.23 feet;

Exhibit A
(Continued)

Thence North 84 degrees 03 minutes 26 seconds East 311.38 feet to a point on the arc of a non-tangent curve concave to the East, a radial line of said curve through said point having a bearing of South 72 degrees 20 minutes 01 seconds West;

Thence Northerly along the arc of said curve, to the right, having a radius of 371.52 feet, with a chord of North 20 degrees 43 minutes 32 seconds East 461.45 feet, and a central angle of 76 degrees 47 minutes 03 seconds for an arc distance of 497.88 feet to a point of reverse curvature of a tangent curve concave to the Northwest;

Thence Northeasterly along the arc of said curve, to the left, having a radius of 189.43 feet, with a chord of North 31 degrees 58 minutes 04 seconds East 172.88 feet, and a central angle of 54 degrees 18 minutes 00 seconds for an arc distance of 179.53 feet to a point on the arc of a non-tangent curve concave to the North, a radial line of said curve through said point having a bearing of South 02 degrees 52 minutes 01 seconds West;

Thence Easterly along the arc of said curve, to the left, having a radius of 3,713.20 feet, with a chord of South 88 degrees 37 minutes 04 seconds East 192.40 feet, and a central angle of 02 degrees 58 minutes 09 seconds for an arc distance of 192.42 feet to a point of tangency;

Thence North 89 degrees 53 minutes 52 seconds East a distance of 113.27 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM that portion conveyed to the Town of Marana in Deed recorded in Docket 12413 at page 3583 and corrected in Docket 13126 at page 490, and being described as follows:

A portion of that parcel described in Docket 12253 at page 4601, said portion being in the North Half of the Southwest Quarter of said Section 29, as follows:

Commencing at the Southeast corner of the North Half of the Southwest Quarter of said Section 29 from which the center of said Section 29 lies North 00 degrees 06 minutes 21 seconds West, a distance of 1305.17 feet;

Thence North 00 degrees 06 minutes 21 seconds West along the Easterly line of said North Half, a distance of 66.74 feet to a point on the arc of a non-tangent curve concave to the North, a radial line of said curve through said point having a bearing of South 19 degrees 34 minutes 38 seconds East;

Thence Westerly along the arc of said curve, to the right, having a radius of 45.00 feet and a central angle of 38 degrees 56 minutes 33 seconds for an arc distance of 30.59 feet to a point on the Westerly right-of-way line of Scenic Drive, Road Proceedings No. 255, records of Pima County, Arizona, said point also being the Point of Beginning at a point of compound curvature of a tangent curve concave to the East;

Thence Northwesterly and Northeasterly along the arc of said curve, to the right, having a radius of 45.00 feet and a central angle of 125 degrees 40 minutes 44 seconds for an arc distance of 98.71 feet to a point of reverse curvature of a tangent curve concave to the Northwest;

Thence Northeasterly along the arc of said curve to the left, having a radius of 25.00 feet and a central angle of 55 degrees 09 minutes 00 seconds for an arc distance of 24.06 feet to a point of cusp, said point being on the Westerly right-of-way line of said Scenic Drive;

Thence South 00 degrees 06 minutes 21 seconds East, along the Westerly right-of-way line, a distance of 99.87 feet to the Point of Beginning.

FURTHER EXCEPTING THEREFROM that portion conveyed to Rancho Manana West, LLC, an Arizona limited liability company, by Deed recorded in Docket 13044 at page 3720, described as follows:

That portion of the North One-Half (N ½) of the Southwest One-Quarter (SW ¼) of said Section 29, described as follows:

Exhibit A
(Continued)

Commencing at a LCP at the Southeast corner of said North One-Half (N ½), from said point a Brass Capped Survey Monument "R.L.S. 12122" at the Northeast corner of said Southwest Quarter (SW ¼) bears North 00 degrees 05 minutes 08 seconds West 1305.33 feet;

Thence South 89 degrees 58 minutes 25 seconds West, along the South line of said North One-Half (N ½) of the Southwest One-Quarter (SW ¼), a distance of 30.00 feet to a ½" IP "RLS14145 at the Point of Beginning on a line 30.00 feet Westerly of and parallel with the East line of said Southwest One-Quarter;

Thence continue South 89 degrees 58 minutes 25 seconds West, along the South line of said North One-Half (N ½) of the Southwest One-Quarter (SW ¼), a distance of 1,146.07 feet to a ½" IP "RLS14145";

Thence North 24 degrees 48 minutes 19 seconds West 426.04 feet to a ½" IP "RLS 14145";

Thence North 21 degrees 59 minutes 56 seconds East 326.54 feet to a ½" IP "RLS 14145";

Thence South 88 degrees 21 minutes 37 seconds East 330.97 feet to a lead plug/tag "RLS 14145";

Thence North 84 degrees 03 minutes 26 seconds East 311.63 feet to a ½" IP "RLS 14145";

Thence North 89 degrees 53 minutes 52 seconds East 560.46 feet to ½" IP "RLS 14145" on a line 30.00 feet Westerly of and parallel with said East line of Southwest One-Quarter (SW ¼);

Thence South 00 degrees 06 minutes 08 seconds East, along said parallel line, a distance of 546.10 feet to a ½" no tag (added tag "RLS 14145") at a point of curvature of a tangent curve concave to the Northwest, said point being on the West line of the parcel described in docket 12413 at page 3583, Pima County Recorder's Office, Pima County, Arizona;

Thence Southwesterly, along said Westerly line, along the arc of said curve, to the right, having a radius of 25.00 feet, with a chord of South 27 degrees 28 minutes 24 seconds West 23.15 feet, and a central angle of 55 degrees 09 minutes 00 seconds for an arc distance of 24.06 feet to a ½" IP "RLS 15342" at a point of reverse curvature of a tangent curve concave to the East;

Thence Southwesterly and Southeasterly along the arc of said curve, to the left, having a radius of 45.00 feet, with a chord of South 07 degrees 47 minutes 30 seconds East 80.08 feet, and an central angle of 125 degrees 40 minutes 44 seconds for an arc distance of 98.71 feet to a ½" IP "RLS 15342" on a non-tangent line 30.00 feet Westerly of and parallel with the East line of said Southwest One-Quarter (SW ¼);

Thence South 00 degrees 06 minutes 08 seconds East, along said parallel line, a distance of 66.70 feet to the Point of Beginning.

(JV Arb 101 & portion of 100)

Parcel 4

Easements for ingress, egress and utilities as set forth in Reciprocal Easement and Use Agreement recorded in Docket 12253 at page 4606, as affected by Partial Release recorded in Docket 13044 at page 3715.

Parcel 5

All that portion of the Westerly One-Half right-of-way of Scenic Drive, Road Proceedings No. 255, Records of Pima County, Arizona, lying adjacent to the Easterly line of that parcel described in Docket 10965 at page 3918, Records of said Pima County, Arizona, said portion being in the South Half of the Northwest Quarter of Section 29, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

Exhibit A
(Continued)

Commencing at a brass cap survey monument stamped L.S. 12122 at the center of said Section 29 from which a ½ rebar with no tag at the North Quarter corner of said Section 29 lies North 00 degrees 05 minutes 54 seconds West, a distance of 2643.08 feet;

Thence North 00 degrees 05 minutes 54 seconds West, along the North-South Mid-Section line of said Section 29, a distance of 1,021.54 feet to its intersection with the Easterly projection of the Southerly line of said parcel, said intersection being the POINT OF BEGINNING;

Thence South 89 degrees 57 minutes 26 seconds West, along said Easterly projection, a distance of 30.00 feet to its intersection with the Westerly right-of-way line of said Scenic Drive;

Thence North 00 degrees 05 minutes 54 seconds West, along said Westerly right-of-way line, a distance of 159.13 feet to a point on the arc of a non-tangent curve concave to the North, a radial line of said curve through said point having a bearing of South 19 degrees 22 minutes 22 seconds West;

Thence Easterly along the arc of said curve, to the left, having a radius of 45.00 feet and a central angle of 38 degrees 56 minutes 33 seconds for an arc distance of 30.59 feet to its intersection with the North-South Mid-Section line of said Section 29;

Thence South 00 degrees 05 minutes 54 seconds East, along said North-South Mid-Section line, a distance of 159.16 feet to the POINT OF BEGINNING.

Parcel 6

All that portion of the Westerly One-Half right-of-way of Scenic Drive, Road Proceedings No. 255, Records of Pima County, Arizona, lying adjacent to the Easterly line of that parcel described in Docket 10965 at page 3918, Records of said Pima County, Arizona, said portion being in the South Half of the Northwest Quarter of Section 29, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

Commencing at the center of said Section 29;

Thence Northerly along the North-South Mid-Section line of said Section 29 to its intersection with the Westerly projection of the Northerly right-of-way line of Pima Farms Road as shown in Book 2 of Road Maps at page 101, records of Pima County, Arizona, said intersection being the POINT OF BEGINNING;

Thence Westerly along said Westerly projection to its intersection with the Westerly right-of-way line of said Scenic Drive;

Thence Northerly along said Westerly right-of-way line to its intersection with a line 300 feet South of and parallel with the Northerly line of the South Half of the Northwest Quarter of said Section 29;

Thence Easterly along said parallel line to its intersection with the Easterly line of the Northwest Quarter of said Section 29 also being the centerline of Scenic Drive;

Thence Southerly along said Easterly line and along said centerline to the POINT OF BEGINNING.

Parcel 7

All that portion of the Easterly One-Half right-of-way of Scenic Drive, Road Proceedings No. 255, Records of Pima County, Arizona, lying adjacent to that parcel described in Docket 11445 at page 1570, Records of said Pima County, Arizona, said portion being in the South Half of the Northeast Quarter of Section 29, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

Exhibit A
(Continued)

Commencing at a brass cap survey monument stamped L.S. 12122 at the center of said Section 29 from which a 1/2 inch rebar with no tag at the North Quarter corner of said Section 29 lies North 00 degrees 05 minutes 54 seconds West, a distance of 2643.08 feet;

Thence North 00 degrees 05 minutes 54 seconds West along the North-South Mid-Section line of said Section 29, a distance of 30.00 feet to its intersection with the Westerly projection of the Northerly right-of-way line of Pima Farms Road as shown in Book 2 of Road Maps at page 101, Records of Pima County, Arizona, said intersection being the POINT OF BEGINNING;

Thence North 00 degrees 05 minutes 54 seconds West, continuing along said North-South Mid-Section line, a distance of 1,150.70 feet to a point on the arc of a non-tangent curve concave to the Northwest, a radial line of said curve through said point having a bearing of South 19 degrees 34 minutes 10 seconds East;

Thence Northeasterly along the arc of said curve, to the left, having a radius of 45.00 feet and a central angle of 70 degrees 31 minutes 44 seconds for an arc distance of 55.39 feet to a point of cusp, said point being on the Easterly right-of-way line of said Scenic Drive;

Thence South 00 degrees 05 minutes 54 seconds East along said Easterly right-of-way line, a distance of 1,193.20 feet to its intersection with the Northerly right-of-way line of said Pima Farms Road;

Thence North 89 degrees 57 minutes 40 seconds West along the Westerly projection of said Northerly right-of-way line, a distance of 30.00 feet to the POINT OF BEGINNING.

EXHIBIT B

Depiction of Area of Extension of Scenic Drive and Typical Roadway Sections

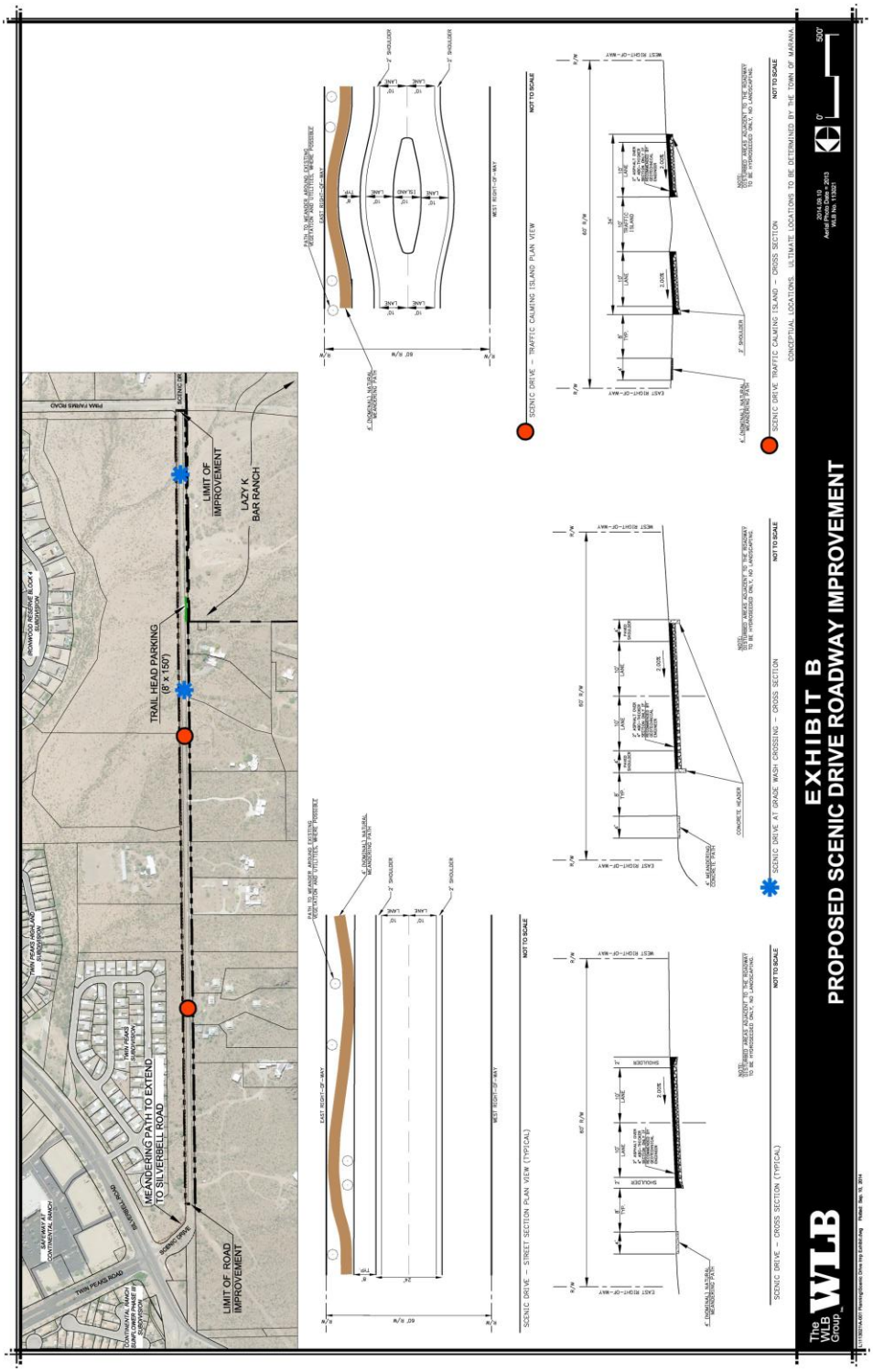


EXHIBIT C

Legal Description of New Right-of-Way to be Dedicated to Town

August 8, 2014
WLB No. 113021-B-001
W:\LEGALS\113021\Scenic Drive legal description.doc

The WLB Group Inc.

LEGAL DESCRIPTION
PUBLIC RIGHT-OF-WAY

A parcel of land lying within Section 29, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, being more particularly described as follows;

COMMENCING at the North Quarter Corner of said Section 29;

THENCE S 00°05'59" E, along the North – South mid-section line of said section 29, a distance of 1462.48 feet to a point on the arc of a non-tangent curve concave to the Northwest, said point being the **POINT OF BEGINNING;**

THENCE Northeasterly, along the arc of said curve to the left, having a radius of 45.00 feet, a central angle of 66°10'33", with a radial bearing in of N 19°22'48" W and a radial bearing out of N 85°33'21" W, for an arc length of 51.97 feet to a point of non-tangency;

THENCE S 00°05'59" E, a distance of 1189.63 feet to the North line of Pima Farms Road as shown on Book 2, Road Maps, Page 101, Pima County Records;

THENCE N 89°58'07" W, along said North line, a distance of 60.00 feet;

THENCE N 00°05'59" W, a distance of 1150.68 feet to the beginning of a non-tangent curve concave to the North

THENCE Easterly, along the arc of said curve to the left, having a radius of 45.00 feet, a central angle of 38°56'34", with a radial bearing in of S 19°33'46" W and a radial bearing out of S 19°22'48" E, for an arc length of 30.59 feet to the **POINT OF BEGINNING**,

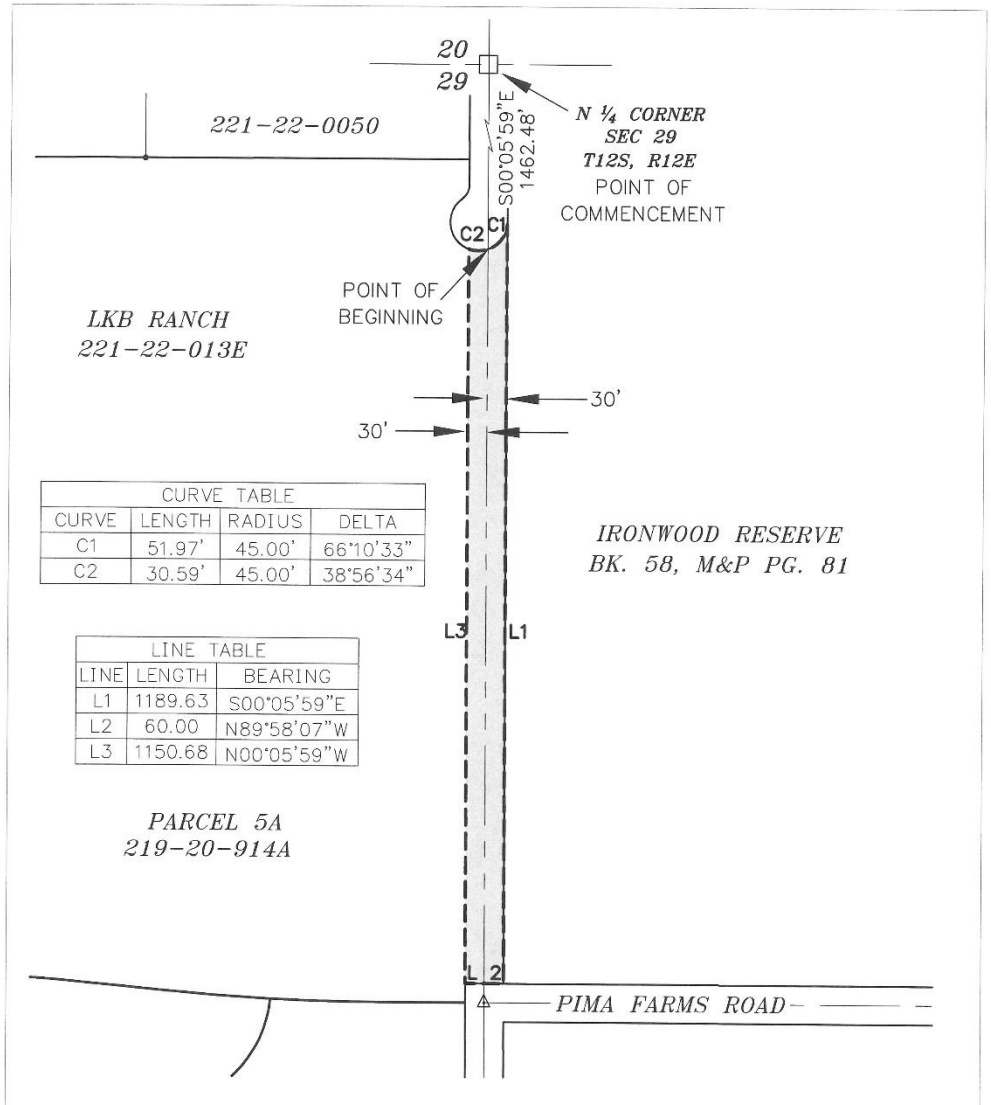
Prepared By:
THE WLB GROUP, INC.

Peter D. Cote, RLS 44121



EXPIRES 3-31-2015

Page 1 of 2 (Sketch is Page 2)



CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	51.97'	45.00'	66°10'33"
C2	30.59'	45.00'	38°56'34"

LINE TABLE		
LINE	LENGTH	BEARING
L1	1189.63	S00°05'59"E
L2	60.00	N89°58'07"W
L3	1150.68	N00°05'59"W

EXHIBIT TO ACCOMPANY DESCRIPTION OF
PUBLIC RIGHT-OF-WAY
SCENIC DRIVE
SECTION 29, T-12S, R-12E, G.S.R.M.,
PIMA COUNTY, ARIZONA

1"=200'

The WLB Group Inc. WLB

WLB No. 113021-B-001-1003
N:\113021\survey\Scenic Dr ROW.dwg

SHEET 2 OF 2

EXHIBIT D

Description of and Specifications for Scenic Drive Improvements

1. The Scenic Drive roadway section shall consist of two ten-foot travel lanes with two-foot shoulders on each side (for a total width of 24 feet). The roadway shall be built with a thickened asphalt edge, no curb, and 2" asphalt over 4" aggregate base (unless a thicker section is recommended by the project geotechnical engineer. Concrete toe-downs at wash edges will be included in an additional shoulder with a total width of four feet. The only landscaping of the road and the path (described below) shall be hydroseeding of disturbed areas. The typical Scenic Drive roadway section as described above is depicted in Exhibit B to this Agreement.

2. The Scenic Drive roadway section shall be constructed from Pima Farms Road to approximately 400 feet south of the Silverbell Road intersection (nominally the point where Scenic Drive becomes a striped roadway in its current state).

3. There shall be a four-foot stabilized decomposed granite natural path meandering along the east side of Scenic Drive from Pima Farms Road to Silverbell Road, routed to minimize disturbance to existing vegetation with concrete paving at the two wash crossings. No sidewalk shall be required in addition to the path.

4. All drainage crossings shall be at-grade with no drainage culverts.

5. A minimum of two traffic calming islands with no curb shall be included at locations to be determined by the Town with input from the neighbors; a third island shall be included if a suitable location with adequate spacing can be determined with input from the Town and neighbors. No more than three traffic calming islands shall be installed as part of the Scenic Drive Improvements. When the road is separated at the islands, an additional one foot of pavement will be added along the inside of the driving lane such that the paving width at the islands is thirteen feet per side.

6. For a distance of at least 150 linear feet along the west shoulder of Scenic Drive south of the northern boundary of the Development, an additional eight feet width of pavement (for a total Scenic Drive width of 32 feet in this 150-foot length of Scenic Drive) shall be built to accommodate future public trail parking. Until the trail is open to the public, the Town shall install and maintain "no parking" signs in this area.

7. No improvements will be made to the intersection of Scenic Drive and Silverbell Road.

8. Except for the New Right-of-Way described in recital D and Exhibit C, no additional right-of-way or easements shall be required for the Scenic Drive Improvements. If additional right-of-way or easements become required by the Town for the construction of the Scenic Drive Improvements, it shall be the Town's obligation to obtain such right-of-way or easements at no cost to the Owner.

9. The Scenic Drive Improvements shall include the costs of any necessary utility relocations associated with the construction and any permits and approvals from Pima County for the construction. The Town and the Owner will work cooperatively and make reasonable revisions to the design of the Scenic Drive Improvements to minimize utility relocations.

EXHIBIT E

Legal Description and Depiction of Right-of-Way to be Abandoned by the Town

August 22, 2014
WLB No. 113021-B-001
W:\LEGALS\113021\Scenic Drive CDS abandon.doc

LEGAL DESCRIPTION
PUBLIC RIGHT-OF-WAY
TO BE ABANDONDED

That certain portion of public right-of-way as described in Docket 13126, Page 490, Pima County Records, lying within Section 29, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, being more particularly described as follows;

COMMENCING at the North Quarter Corner of said Section 29;

THENCE S 00°05'59" E, along the North – South mid-section line of said section 29, a distance of 1362.51 feet

THENCE S 89°54'01" W, a distance of 30.00 feet to a point on the West right-of-way of Scenic Drive and the beginning of a non-tangent curve concave to the Northwest, said point being the **POINT OF BEGINNING;**

THENCE Southwesterly, along the arc of said curve to the right, having a radius of 25.00 feet, a central angle of 55°09'00", with a radial bearing in of N 89°54'01" E and a radial bearing out of S 34°56'58" E, for an arc length of 24.06 feet to a point of reverse curvature;

THENCE Southeasterly, along the arc of said reverse curve to the left, having a radius of 45.00 feet, a central angle of 125°40'44", the chord of which bears S 07°47'20" E, a distance of 80.08 feet, for an arc length of 98.71 feet to said West right-of-way;

THENCE N 00°05'59" W, along said West line, a distance of 99.87 feet to the **POINT OF BEGINNING**,

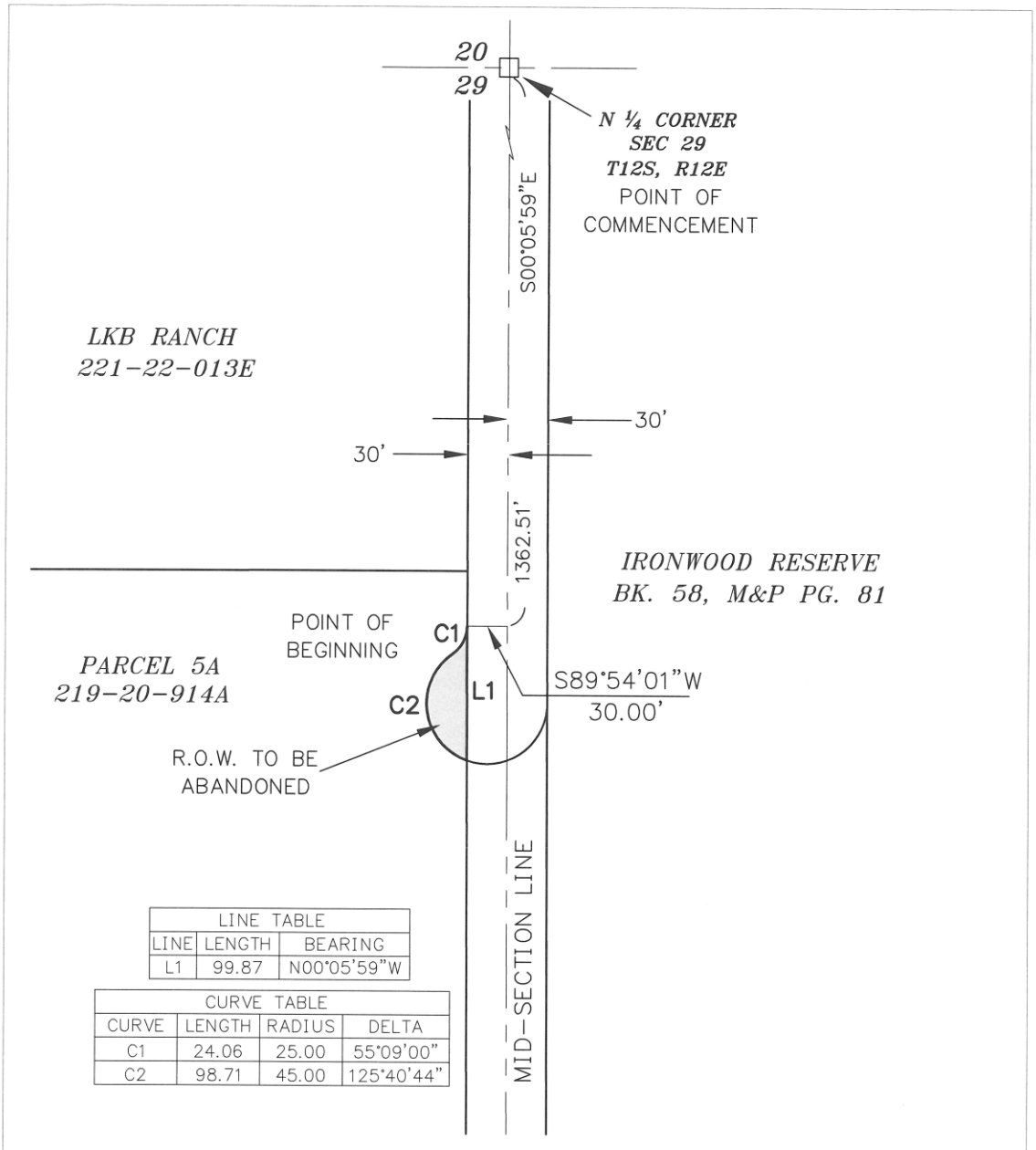
Prepared By:
THE WLB GROUP, INC.

Peter D. Cote, RLS 44121

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
44121
PETER D.
COTE
Date Signed 3-22-14
ARIZONA, U.S.A.

EXPIRES 3-31-2015

Page 1 of 2 (Sketch is Page 2)



LINE TABLE		
LINE	LENGTH	BEARING
L1	99.87	N00°05'59"W

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	24.06	25.00	55°09'00"
C2	98.71	45.00	125°40'44"

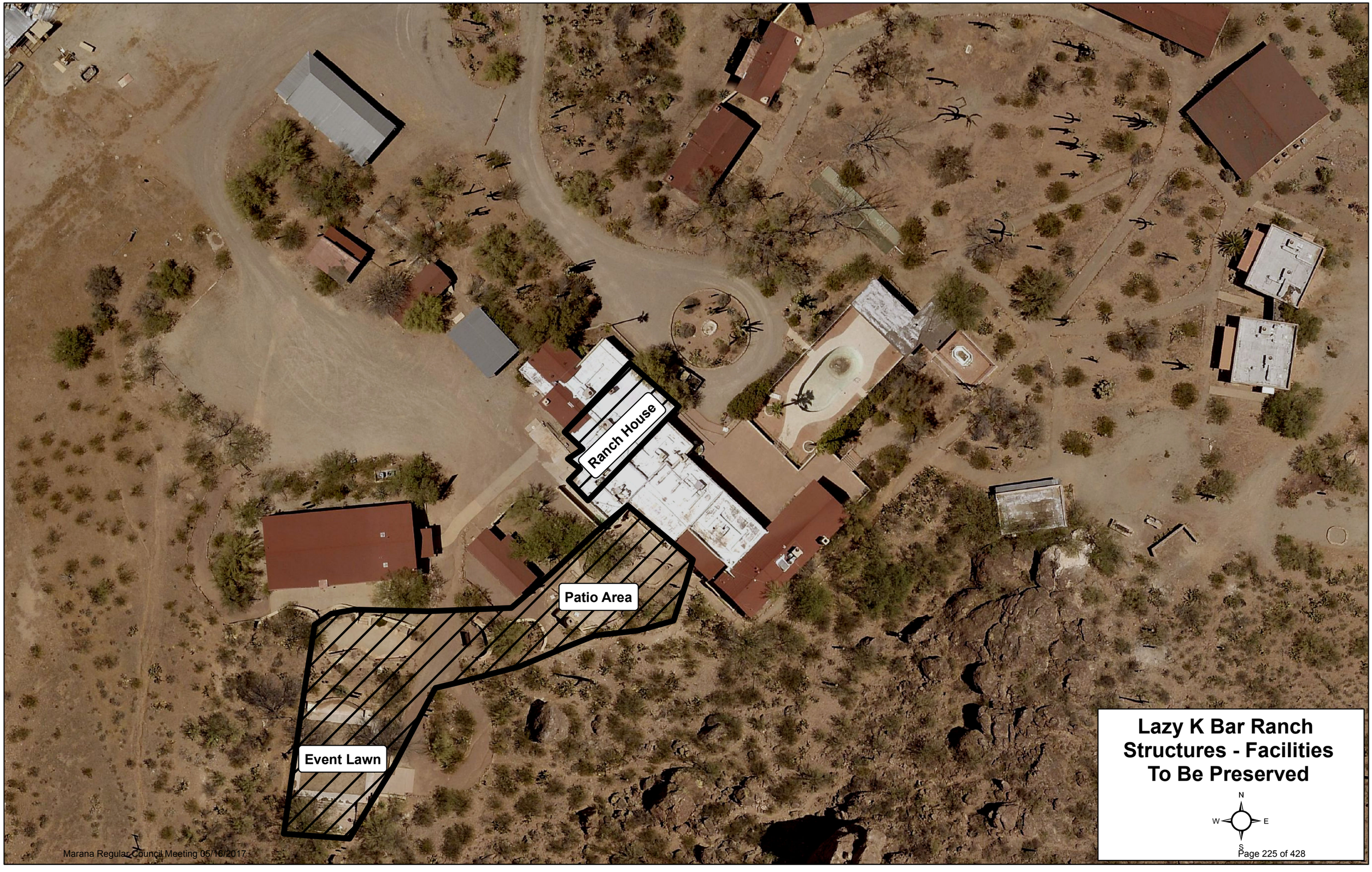
EXHIBIT TO ACCOMPANY DESCRIPTION OF
PUBLIC RIGHT-OF-WAY
TO BE ABANDONED
SECTION 29, T-12S, R-12E, G.S.R.M.,
PIMA COUNTY, ARIZONA

WLB No. 113021-B-001-1003
N:\113021\survey\Scenic Dr ROW.dwg

1"=100'

The WLB Group Inc. WLB

SHEET 2 OF 2



Lazy K Bar Ranch Structures - Facilities To Be Preserved

N
W E
S

MARANA
PLANNING

1. TYPE OF APPLICATION (Check One)

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

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

2. GENERAL DATA REQUIRED

Assessor's Parcel Number(s)	221-22-013B, 221-22-013E, 221-22-013F & 221-22-013G			General Plan Designation (To be confirmed by staff)	Rural Density Residential
Gross Area (Acre/SF)	138-acre property (103.5-acre specific plan rezoning request)			Current Zoning (To be confirmed by staff)	RR (Resort and Recreation)
Development / Project Name	Lazy K Bar Ranch			Proposed Zoning	F (Specific Plan)
Project Location	Marana Township 12 South, Range 12 East, Section 29				
Description of Project*	Single-family residential subdivision				
Property Owner	LKB Ranch LLC, LKB Hotel LLC, and LKB Retained Land LLC				
Street Address	8401 N Scenic Dr				
City Tucson	State AZ	Zip Code 85743	Phone # 520-797-1110	Fax # 520-797-2408	E-Mail Address pevans@bvtravel.com
Contact Person	Peter Evans			Phone Number / E-mail 520-797-1110 / pevans@bvtravel.com	
Applicant	The Planning Center				
Street Address	2 E Congress St, Suite 600				
City Scottsdale	State AZ	Zip Code 85701	Phone # 520-623-6146	Fax # 520-622-1950	E-Mail Address lmorales@azplanningcenter.com
Contact Person	Linda Morales			Phone Number / E-mail 520-623-6146 / lmorales@azplanningcenter.com	
Agent/Representative	The Planning Center				
Street Address	2 E Congress St, Suite 600				
City Tucson	State AZ	Zip Code 85701	Phone # 520-623-6146	Fax # 520-622-1950	E-Mail Address lmorales@azplanningcenter.com
Contact Person	Linda Morales			Town of Marana Business License No.	125638

3. AUTHORIZATION OF PROPERTY OWNER

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

Linda Morales — Print Name of Applicant/Agent

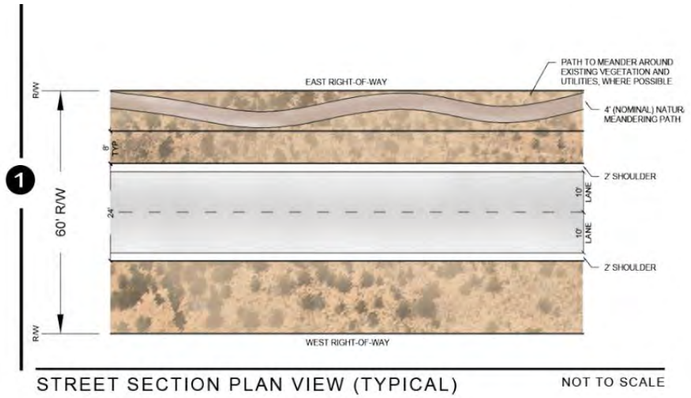
Linda S. Morales — Signature

December 15, 2016 — Date

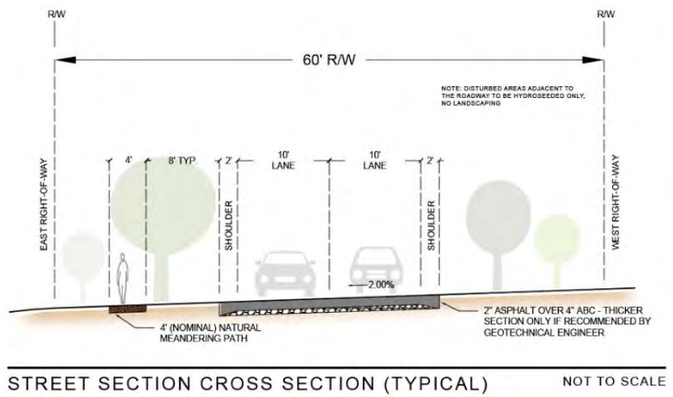
CaseLog# N/A Date Received 12/15/16 Signature

CRW# PC2016012-001 | GPA1612-001

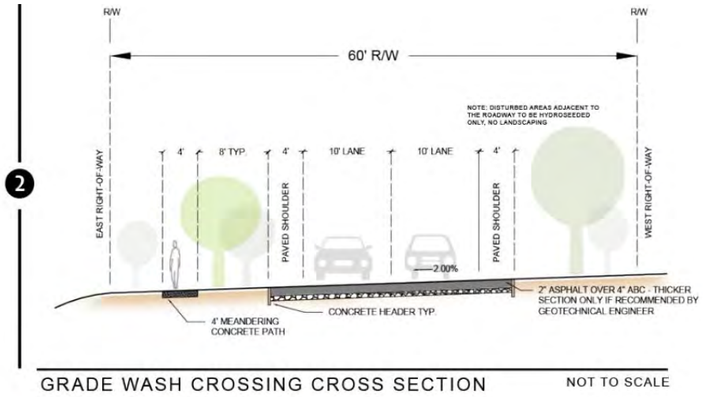
Exhibit III.F.1: Proposed Scenic Drive Improvements



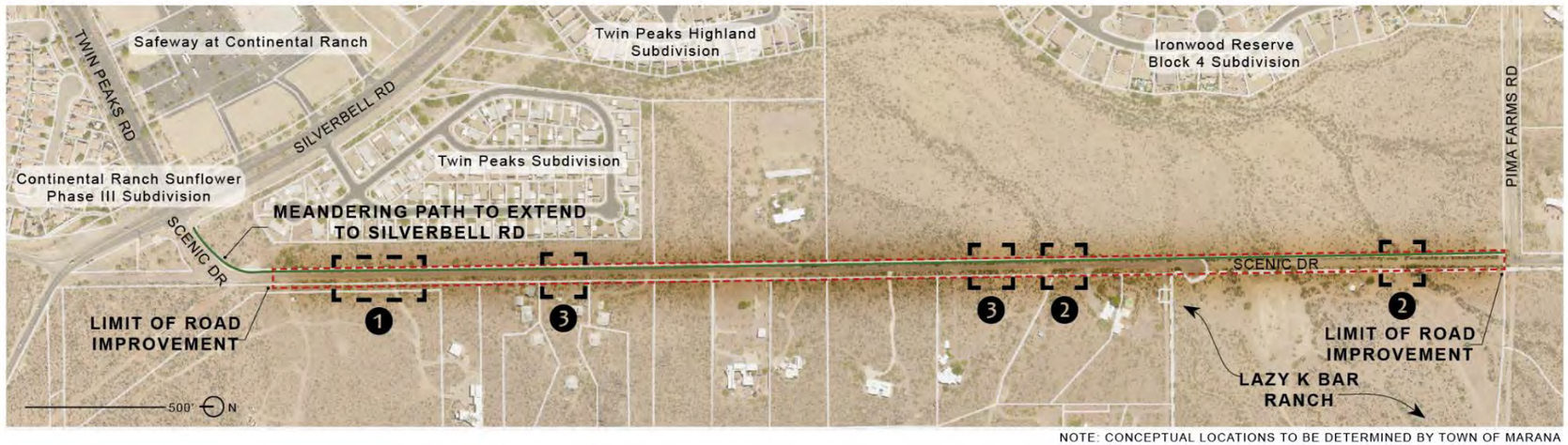
STREET SECTION PLAN VIEW (TYPICAL) NOT TO SCALE



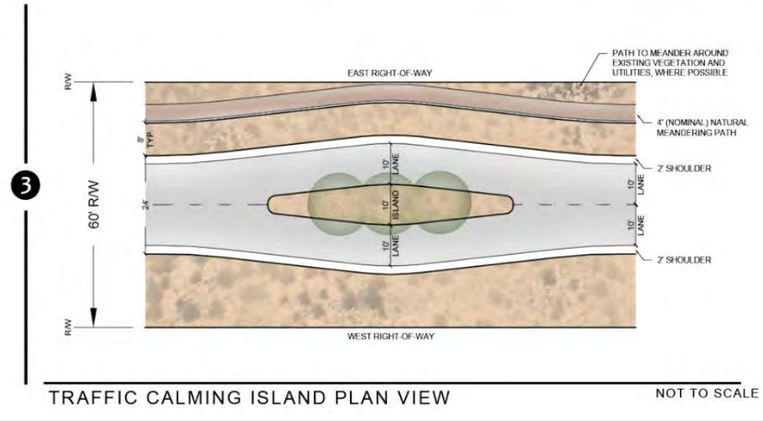
STREET SECTION CROSS SECTION (TYPICAL) NOT TO SCALE



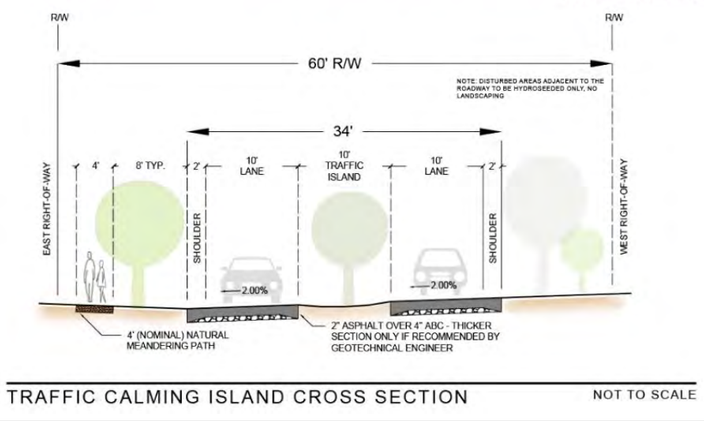
GRADE WASH CROSSING CROSS SECTION NOT TO SCALE



NOTE: CONCEPTUAL LOCATIONS TO BE DETERMINED BY TOWN OF MARANA



TRAFFIC CALMING ISLAND PLAN VIEW NOT TO SCALE



TRAFFIC CALMING ISLAND CROSS SECTION NOT TO SCALE

THE PLANNING CENTER
a division of TPC Group, Inc.

EXHIBIT D-1
PROPOSED SCENIC DRIVE ROADWAY IMPROVEMENT

MARANA PLANNING COMMISSION
REGULAR MEETING MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, April 26, 2017, at or after 6:30 p.m.

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

REGULAR PLANNING COMMISSION MEETING

CALL TO ORDER. Chairman Schnee called the meeting to order at 6:32 p.m.

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

ROLL CALL. Terri Byler, Planning Commission Secretary, called roll. Commissioners Officer and Miller were absent. A quorum was present.

CALL TO THE PUBLIC. No speaker cards presented.

APPROVAL OF AGENDA. ***Motion to approve, with the change to move Commission Action item DPR1703-001 Encantada at Continental Ranch Development Plan prior to Public Hearing item PCZ1612-001 Lazy K Bar Ranch SP, by Commissioner Jakab, seconded by Commissioner Miklosi. Passed unanimously.***

ANNOUNCEMENTS.

GENERAL ORDER OF BUSINESS. Approval of March 29, 2017 meeting minutes.
Motion to approve by Commissioner Miklosi, seconded by Commissioner Fehrmann. Passed unanimously.

COMMISSION ACTION.

DRAFT

1. DPR1703-001 Encantada at Continental Ranch Development Plan. Relating to Development; approving a development plan for Encantada at Continental Ranch at 6101 W. Arizona Pavilions Road (The Links at Continental Ranch Block 3). (Steven Vasquez)

Steven Vasquez stated this was a request for approval of a development plan for Encantada at Continental Ranch, located at the NW corner of Arizona Pavilions Road and Casa Grande Hwy. The zoning is "F" Specific Plan -specifically Continental Ranch Specific Plan. The proposed development is a multi-family residential complex with 16 residential units - 10 two-story and 6 three-story - for a total of 304 dwelling units. The access point will be off of Arizona Pavilions Drive across from Cracker Barrel Road, along with two exit-only gates to the north and south of the main entrance.

Chairman Schnee liked the fact that the three-story units would be placed on the interior of project and not on the perimeter. He wanted to know if there were any concerns with golf balls entering the backyards from the 9th hole and driving range. **Steven Vasquez** stated that a ball net and fence are proposed along the driving range area.

Motion to approve by Vice Chair Duncan, seconded by Commissioner Jakab. Passed unanimously. 5-0.

PUBLIC HEARINGS.

1. PCZ1612-001: Lazy K Bar Ranch Specific Plan; A request for recommendation to the Marana Town Council for approval to rezone approximately 104 acres of land from RR (Resort and Recreation) to F (Specific Plan) for the purpose of establishing the Lazy K Bar Ranch Specific Plan; and, a request for recommendation for approval of a minor amendment to the Marana General Plan. The property is generally located at the west terminus of Pima Farms Road, west of the Scenic Drive alignment, in Section 29, Township 12 S, Range 12 E. (Brian Varney).

Brian Varney stated this was a request for recommendation to the Town Council for approval of a rezoning of approximately 103 acres of land from RR (Resort and Recreation) to F (Specific Plan.) There was also a request for a minor General Plan amendment from RDR (Rural Density Residential) to MPA (Master Planning Area.) The total project area is 138.2 acres but the applicant is requesting to rezone approximately 103 acres.

The development plan is proposing 178 lots with three lot size categories. All homes will be one-story. The land use categories are RA (Residential Area) – totaling 40% of the project and OS (Open Space) - totaling 60% of the project. The proposed density is 1.29 residences per acre. A 15' public trail easement has been relocated to the south boundary. There will be a 150' setback along the perimeter. The primary access will be off of Scenic Drive. The 6000 s.f. lots will be located along the eastern part of the development, adding, the lots get progressively larger towards the west.

Vice Chair Duncan asked where the wildlife corridor would be located. **Brian Varney** stated that the wildlife corridor will be located in the center and western parts of the project. **Chairman Schnee** liked the fact that all homes were single-story and asked if the homes would be earth-toned in color.

DRAFT

Brian Varney stated the town's Residential Design Standards require earth tone colors. **Commissioner Miklosi** wanted to know what the speed limit would be along Scenic Drive. **Keith Brann** stated the current speed limit on Scenic Drive is 25 mph and that speed would not change. Pima Farms Road is currently 35 mph and that speed would also not change.

Vice Chair Duncan asked if the town would maintain any structures on the site. **Brian Varney** stated staff has decided to retain the old ranch house building and the patio area, adding, the developer would be responsible to improve the buildings and the HOA would take ownership and maintain the sites. **Ryan Mahoney** stated the development agreement would reflect the contemplation on how we would work out the agreement between the HOA and the town. **Chairman Schnee** wanted to know where the community park would be located. **Brian Varney** there is a possibility at the community park would be located to the south where the buildings currently are.

Linda Morales – The Planning Center – stated this was a working-ranch with quite a bit of disturbance, but there are some areas that are more natural than others, such as in the northern portion. Access to the property would be off Pima Farms Road. Re-opening Scenic Drive would give another option to Silverbell Road. A site visit was held with The Coalition for Sonoran Desert Protection. They looked at the project from a biological standpoint, from the wildlife corridors and from the previous disturbance - to get their perspectives on where the appropriate places for development would be. Through the feedback they received, they learned people wanted to see a variety of lots and larger lots. Approximately 1/3 of the lots are designated 6,000 s.f. lots. The light reflectivity values will not exceed the 40%. A 150 ft. setback around the development has been proposed and the wildlife corridors have been addressed in working closely with the coalition. **Chairman Schnee** wanted to know if the coalition had an issue with the pedestrian trail. **Ms. Morales** stated that the coalition would prefer to leave the natural trails for the wildlife and not have the trail open to the public. **Vice Chair Duncan** wanted to know if the residents along Scenic Drive would be able to hook up to the water right away or wait to be annexed first. **Brian Varney** stated the residents couldn't hook up to the water line until they have been annexed into the town. Staff is currently in discussion with the residents.

Mr. Cassidy clarified that the commission doesn't approve the development agreement. The draft development agreement was added to their packets for viewing purposes only.

Chairman Schnee opened the public portion of the hearing.

Tom Evans, Tracy Evans, Dominique Bronour, Pamela Youngberg, Vincent Iacono, Kerry Milligan, Ethel Coffey and David Lutz were opposed to the project. Peter Chessson was opposed to the project. He was concerned with the preservation of the Tucson Mountains. Ken Scoville was opposed to the project. He wanted to keep the history and resources for future generations. Carl Larson and Virgil Swadley were opposed to the project. They were concerned with the density of the project. Anne Boettcher, E. Hardy Smith, Joyce Obiol and Barbara Rose were opposed to the project. They were concerned with the wildlife corridors, walking trails and traffic. Pat Lopez was neither for or against the project, but was concerned with the preservation of natural open space and asked for delay on the decision until a third party conservation entity is in place.

Chairman Schnee closed the public portion of the hearing.

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Vice Chair Duncan asked if a wall would be built around the development. **Ms. Morales** stated there was not a continuous wall proposed the subdivision, only the backyards would have walls or view-fencing.

Chairman Schnee wanted to make sure the existing roads were sufficient to handle the amount of anticipated traffic from the development. **Fausto Burruel** stated that the roadway design was designed as a two-lane street that would handle the capacity. **Chairman Schnee** requested the public trail easement along Scenic Drive be moved closer to the subdivision with an added vegetative buffer. **Ms. Morales** stated that the final design has not been added in, adding, the design would mirror the trail that was going in adjacent to Scenic Dr. **Chairman Schnee** liked the fact there was an extra 150' vegetation buffer that would remain untouched. **Chairman Schnee** also was pleased with the proposed 40% luminosity, the number of homes and the single-story restriction. He liked the walking paths and the fact that Scenic Drive would be opened. **Commissioner Miklosi** felt there was a lot more consideration with this plan than with the previous plans; regarding the wildlife corridors and the concern for road safety. **Commissioner Jakab** felt this was a better plan, but because all who spoke opposed the project – with not one in support – she had changed her mind on supporting the project. **Commissioner Fehrmann** felt the plan had greatly improved from the previous plans - stating only 40% of over 138 acres would be developed, leaving 60% open space. She liked the fact that all homes would be one-story and felt the trail was extremely important. She appreciated the concerns of the citizens but felt the plan that staff has put together was an acceptable plan. **Vice Chair Duncan** concurred with Commissioner Fehrmann. He felt the 150' setback would be good for the project, stating it would offer more space between the development and the current homeowners. He felt opening Scenic Drive to the public was a necessity.

Motion to approve with the added conditions, to include the 40% luminosity and to add a covenant to enforce the open space by a third party conservation entity; such as the Arizona Land and Water Trust, by Commissioner Fehrmann, seconded by Commissioner Miklosi. Passed 4-1. Commissioner Jakab voting no.

INFORMATIONAL ITEMS/POSSIBLE ACTION ITEMS.

FUTURE AGENDA ITEMS.

ADJOURNMENT. ***Motion to adjourn at 8:53 p.m. by Commissioner Miklosi, seconded by Vice Chair Duncan. Passed unanimously.***

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Planning Commission meeting held on April 26, 2017. I further certify that a quorum was present.

Terri Byler

Terri Byler, Planning Commission Secretary

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F. ANN RODRIG , RECORDER
RECORDED BY: VLJ
DEPUTY RECORDER
7995 ROOE

SMARA
TOWN OF MARANA
ATTN: TOWN CLERK
13251 N LON ADAMS RD
MARANA AZ 85653

I ET: 11685
PAGE: 3367
NO. OF PAGES: 9
SEQUENCE: 20012300782
11/29/2001
AG 16:12

MAIL

AMOUNT PAID $ 10.00

When recorded, return to:

Daniel J. Hochuli, Esq.
Hochuli & Benavidez, P.C.
220 E. Wetmore Road, Suite 110
Tucson, AZ 85705

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

TOWN OF MARANA, ARIZONA AND LKB, L.L.C.

7 6 5 3 3 1 5 0 0 5

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and LKB, L.L.C., an Arizona limited liability company ("LKB").

WHEREAS, LKB is the owner of the property located within Pima County, Arizona legally described on Exhibit A (the "Property"). LKB and the Town desire that the Property be annexed into the corporate limits of the Town and become an integral part of the Town.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, the parties hereto state, confirm and agree as follows:

1 **Annexation**. The Town has initiated the annexation process by filing a blank annexation petition with Pima County Recorder consistent with the requirements of Section 9-471 of the Arizona Revised Statutes and all other application laws, ordinances and rules (the "Annexation Laws"), to annex the Property into the Town. The Town shall timely publish, mail and post the required notices and hold one or more public hearings, as required under the Annexation Laws in connection with the annexation of the Property into the Town. Following the public hearing, LKB shall sign and deliver annexation petitions for the Property. It is understood by the parties that the Town Council retains the discretion to approve or deny the annexation ordinance.

2 **No Extra Development Fees**. In order to induce LKB to enter into this Agreement, the Town agrees that the Town shall not charge LKB any development fees, impact fees or growth fees pursuant to A.R.S. § 9-463.05 or otherwise (hereinafter collectively "Development Fees") for residential (not lodging) development of any portion of the Property that are greater than or in addition to the Development Fees actually imposed by the Town elsewhere within its corporate limits for comparable projects or developments. Development Fees as defined herein are not intended to include any taxes, administrative fees, inspection fees, review fees, or other fees charged throughout the Town, and are intended to include only those fees which are assessed against development in order to pay for capital improvements to infrastructure as contemplated by A.R.S. § 9-463.05.

3 **Over-Sizing**. The Town and LKB agree that:

3.1 Except as provided in subsection 3.2 below, in no event shall the Town require LKB or any of its affiliates to over size any utility lines or other facilities other than water so as to be available to serve other projects or properties unless the Town pays or causes a third party to pay the greater of (i) the proportionate share of the entire cost of planning, designing, engineering, permitting and constructing the utility line or other facility based on projected use, or (ii) the oversizing cost. The third party payment must be remitted on or before any payments by LKB are due.

3.2 In the event that LKB submits a development request to the Town for the Property, the Town may require LKB or any of its affiliates to oversize any Town municipal water lines or facilities so as to be available to serve water to other projects or

properties in the vicinity of the Property. As other parties connect to said oversized municipal water lines or facilities, such parties shall pay their respective projected share proportionate to their use of the municipal water line or facility, and LKB shall be reimbursed as set forth in one applicable Water Service Agreement.

4 **Public Improvements**. As soon as reasonably possible, and at no cost or expense to LKB, the Town shall:

4.1 Install signs on Silverbell Road near Pima Farms Road and both Continental Loop intersections showing the direction to the Lazy K Bar Ranch hotel and resort.

4.2 Work with Pima County to improve the junctions of Silverbell Road, Twin Peaks and Scenic Drive so that those roads intersect at angles that are acceptable to the Town Engineer.

4.3 Close Scenic Drive from Pima Farms Road north to the south boundary of Moonrise Ranch and from the Sahuaro National Park to 100 feet north of the south boundary of the Property, and work toward abandonment of said properties as soon as reasonably possible.

4.4 Improve Pima Farms Road to the Town's standard specifications for paved permanent all-weather access.

4.5 Attempt to procure funding and assistance from Pima County, Arizona for a sewer main line extension to the Property.

5 **Original Zoning.**

5.1 The land uses that are lawfully conducted on the Property in Pima County prior to annexation translate to the Resort and Recreation (RR) Zone and the R-144 Residential (R-144) Zone in the Town's Land Use and Development Code. The historical use of the of the Property as a guest ranch with lodging and related ancillary activities is a legal nonconforming use under the existing Suburban Ranch (SR) Zone in Pima County. The annexation laws require the Town to translate the zoning for the Property from the lawful uses, activities and zoning in Pima County to Town zoning upon annexation without permitting densities or uses that are greater than those permitted in Pima County prior to annexation. In order to establish original Town zoning which is consistent with the current lawful uses of the Property, and which minimizes non-conforming uses, upon annexation the Town shall impose the Recreation and Resort (RR) Zone and the R-144 Residential (R-144) Zone on the Property.

5.2 In the event that a court of competent jurisdiction determines that subsection 5.1 above is not permitted by law, LKB may apply for rezoning of the Property to RR and R-144 under the Town's Land Use and Development Code, and if the Town does not grant such rezoning, the Town shall be in breach of this Agreement and LKB

shall be entitled to damages as well as such other relief and remedies as are available at law or in equity.

5.3 To the extent the uses and activities conducted on the Property in Pima County prior to annexation are authorized by law, the Town recognizes such lawful uses as legal nonconforming uses, and agrees that such uses may be continued as a legal non-conforming uses after the Property is annexed into the corporate, jurisdictional and geographic limits of the Town.

5.4 The noise and sound levels permitted or exempted in Pima County shall be allowed on the Property until the Town adopts a noise ordinance, at which time LKB will comply with such ordinance. Notwithstanding the provisions of such noise ordinance, LKB shall be permitted maximum average levels for amplified music of at least 55 decibels from 7:00 a.m. to 10:30 p.m., and 50 decibels from 10:30 p.m. to 7:00 a.m. Decibel limits will not apply to human voices that are not electronically amplified, and will be as measured at the property line.

6 **Wells**. The Town acknowledges that LKB now provides water service to the Property from its own wells, and the Town covenants and agrees that LKB will be permitted to continue to do so until such time as LKB is unable to do so, or the Town acquires the LKB water system for just compensation.

7 **Financing**. The Town and LKB agree that sanitary sewers, drainage, potable water, traffic circulation and traffic control systems, multi-use paths, landscaping, lighting systems, golf courses, schools and public facilities may be acquired or constructed through the creation of one or more community facilities districts, sanitary districts, municipal improvement districts and combinations thereof, subject to Town approval and in accordance with applicable law.

8 **Notices**. All notices, filings, consents, approvals and other communications provided for in this Agreement or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or by overnight carrier, or sent by United States first class (or registered or certified) mail, postage prepaid, addressed as follows:

If to the Town: Town of Marana
13251 North Lon Adams
Marana, Arizona 85653
Attention: Mike Hein, Town Manager

with a copy to: Hochuli & Benavidez, P.C.
220 East Wetmore Road
Tucson, Arizona 85705
Attn: Daniel Hochuli, Esq.

If to LKB: LKB, L.L.C.
790 Panorama Road

20170330005

Tucson, Arizona 85704
Attn: James Shiner

with a copy to: T. Patrick Griffin
Haralson, Miller, Pitt & McAnally, P.L.C.
One South Church Avenue, Suite 900
Tucson, Arizona 85701

or to such other addresses as either party hereto may from time to time designate in writing and delivery in a like manner. Notices, filings, consents, approvals and communication given by personal delivery, or by overnight carrier, shall be deemed given, received and effective upon delivery, and if given by mail shall be deemed delivered forty-eight (48) hours following deposit in the U.S. mail, postage prepaid and addressed as set forth above.

9 **Hierarchy of Documents**. In the event of a conflict or inconsistency, to the extent permitted by law, this Agreement shall take precedence over the applicable ordinances, rules, regulations, permit requirements, development fees, other requirements, and/or official policies of the Town.

10 **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

11 **Headings**. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

12 **Exhibits and Recitals**. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof. The Recitals set forth at the beginning of this Agreement are incorporated herein and the parties hereby confirm the accuracy thereof.

13 **Further Acts**. Each of the parties hereto shall promptly execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement. The parties agree that all conditions and contingencies set forth in this Agreement are critical in the development of the Property.

14 **Time of Essence**. Time is of the essence of each of the terms and provisions of this Agreement.

15 **Inurement**. This Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.

16 **Term**. The term of this Agreement shall commence on the date and at the time an ordinance approving and adopting this Agreement is approved by the Town Council, and shall

terminate on the 25th anniversary of such date unless extended by mutual agreement of the parties. Termination of this Agreement shall not affect the zoning of the Property.

17 **No Partnership; Third Parties**. Nothing contained in this Agreement shall create any partnership, joint venture or other arrangement between LKB and the Town. No term or provision of this Agreement is intended or shall be for the benefit of any person, organization or entity not a party hereto, and no such other person, organization or entity shall have any right to cause of action hereunder.

18 **Entire Agreement**. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded and merged into this Agreement.

19 **Amendment**. This Agreement may be amended only by a written amendment executed by the Town and LKB.

20 **Good Standing; Authority**. LKB represents and warrants to the Town that (a) LKB is duly formed and validly existing under the laws of the State of Arizona and qualified to do business in the State of Arizona, and (b) the individual executing this Agreement on behalf of LKB are authorized to do so. The Town represents and warrants to LKB that (i) the Town is a municipal corporation duly formed and validly existing under the laws of the State of Arizona, and (ii) the individual(s) executing this Agreement on behalf of the Town are authorized to do so.

21 **Severability**. If any portion of any provision of this Agreement is declared void or unenforceable, such portion shall be severed from this Agreement and the remainder of the provision and remainder of this Agreement shall remain in full force and effect. The parties acknowledge and agree that, although the parties believe that the terms and conditions contained in this Agreement do not constitute an impermissible restriction of the police power of the Town, and that it is their express intention that such terms and conditions be construed and applied as provided herein, to the fullest extent possible, it is their further intention that, to the extent any such term or condition is found to constitute an impermissible restriction of the police power of the Town, such term or condition shall be construed and applied in such lesser fashion as may be necessary to reserve to the Town all such power and authority that cannot be restricted by contract.

22 **Status Statements**. Any party to this agreement (the "requesting party") may, at any time, and from time to time, deliver written notice to any other party requesting such other party (the "providing party") to provide in writing that, to the knowledge of the providing party, (a) this Agreement is in full force and effect and a binding obligation of the parties, (b) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments, and (c) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults (a "Status Statement"). A party receiving a request hereunder shall execute and return such Status Statement within twenty (20) days following the receipt thereof. The Town Manager or any Assistant Town Manager shall have the right to execute

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any Status Statement requested by LKB hereunder. The Town shall have no liability for monetary damages to LKB, and transferee or mortgagee, or any other person in connection with, resulting from or based upon the issuance of any Status Statement hereunder.

23 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, and the parties consent to jurisdiction and venue in Pima County, Arizona. In particular, this Agreement is subject to the provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date and at the time an ordinance approving and adopting this Agreement is approved by the Town Council of the Town of Marana.

Date: Nov. 20, 2001

TOWN OF MARANA, an Arizona municipal corporation

ATTEST:

By _____
Town Clerk

_____
Mayor

APPROVED AS TO FORM AND AUTHORITY
The foregoing Agreement has been reviewed by the undersigned attorney who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona to the Town of Marana.

TOWN OF MARANA CORPORATE SEAL ARIZ. 1977

_____
Daniel J. Hochuli, Esq.
Attorney for Town of Marana

Date: 11/16/01

LKB, L.L.C., an Arizona limited liability company

By _____

93333 07006

Its Managing member

STATE OF ARIZONA)
) ss
County of Pima)

The foregoing instrument was acknowledged before me this 16th day of November, 2001, by James Shiner the Managing member of LKB, L.L.C., an Arizona limited liability company, on behalf of said limited liability company.

Julia A. Baldwin
Notary Public

My Commission Expires:

_____

OFFICIAL SEAL
JULIA A. BALDWIN
NOTARY PUBLIC - ARIZONA
PIMA COUNTY
My Comm. Expires July 18, 2003

4700 0506 1

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:
The South Half of the Northwest quarter and the North Half of the Southwest quarter of Section 29, Township 12 South, Range 12 East, Gila and Salt river Base and Meridian, Pima County, Arizona.

EXCEPT the North 300.00 feet of the south Half of the Northwest quarter of said Section 29; and

EXCEPT a strip of land 30 feet wide running along the East side of the above tract and now occupied by Pima County Public Highway No. 255, known as Scenic Drive.

PARCEL 2:
The North 300 feet of the South Half of the Northwest quarter of Section 29, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

EXCEPT any portion thereof lying within Pima County Public Highway No. 255, known as Scenic Drive.

20170050005

Council-Regular Meeting **A2**

Meeting Date: 05/16/2017

To: Mayor and Council

From: Erik Montague, Finance Director

Date: May 16, 2017

Strategic Plan Focus Area:
Commerce, Community, Heritage, Recreation, Progress & Innovation

Subject: Resolution No. 2017-045; Resolution of the Mayor and Common Council of the Town of Marana, Arizona, (1) providing for the sale and issuance of Town of Marana, Arizona Tangerine Farms Road Improvement District Improvement Refunding Bonds and an applicable payment amount of supplemental interest certificates with respect thereto; (2) prescribing certain terms and conditions of the bonds, the certificates and bonds to be refunded with the proceeds of the sale thereof including the delegation to the manager of the Town of Marana, Arizona, of the authority to designate the final principal and payment amounts, maturity and payment dates, interest rate and yield and other matters with respect to the bonds and the certificates; (3) making certain findings, certifications and covenants with respect to the bonds; (4) delegating to such manager the authority to accept a proposal for the placement of the bonds and the certificates, approving a placement agent agreement with respect to such proposal and authorizing the Mayor or Vice Mayor of the Town to execute and deliver such agreement; (5) ratifying all actions taken to further this resolution and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution and (6) declaring an emergency (Erik Montague)

Discussion:

On May 2, 2017, staff provided Mayor and Council with an update on the Tangerine Farms Road Improvement District (TFRID) Special Assessment Bonds which were issued for the purpose of funding significant portions of the Tangerine Farms Road capital project from I-10 to approximately Moore Road. The bonds carry an average interest rate of 4.6% and $14,469,000 of the original principal amount remains outstanding.

The Resolution before you this evening, if approved, would authorize the sale and issuance of TFRID Refunding Bonds and an applicable payment amount of supplemental interest certificates to pay for normal costs of issuance. The bonds will be sold through a competitive private placement which is deemed to be most advantageous to the TFRID. The Resolution will also

authorize staff to take actions necessary to complete the transaction and declare an emergency.

Financial Impact:

Any interest savings achieved through this refunding will benefit individual special assessment property owners through reduced, future interest costs. The principal portion of any outstanding assessments will not be impacted as a result of this refunding transaction.

Staff Recommendation:

Staff recommends approval of Resolution No. 2017-045.

Suggested Motion:

I move to approve Resolution No. 2017-045.

Attachments

Resolution No. 2017-045

RESOLUTION NO. 2017-045

RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF MARANA, ARIZONA, (1) PROVIDING FOR THE SALE AND ISSUANCE OF TOWN OF MARANA, ARIZONA TANGERINE FARMS ROAD IMPROVEMENT DISTRICT IMPROVEMENT REFUNDING BONDS AND AN APPLICABLE PAYMENT AMOUNT OF SUPPLEMENTAL INTEREST CERTIFICATES WITH RESPECT THERETO; (2) PRESCRIBING CERTAIN TERMS AND CONDITIONS OF THE BONDS, THE CERTIFICATES AND BONDS TO BE REFUNDED WITH THE PROCEEDS OF THE SALE THEREOF INCLUDING THE DELEGATION TO THE MANAGER OF THE TOWN OF MARANA, ARIZONA, OF THE AUTHORITY TO DESIGNATE THE FINAL PRINCIPAL AND PAYMENT AMOUNTS, MATURITY AND PAYMENT DATES, INTEREST RATE AND YIELD AND OTHER MATTERS WITH RESPECT TO THE BONDS AND THE CERTIFICATES; (3) MAKING CERTAIN FINDINGS, CERTIFICATIONS AND COVENANTS WITH RESPECT TO THE BONDS; (4) DELEGATING TO SUCH MANAGER THE AUTHORITY TO ACCEPT A PROPOSAL FOR THE PLACEMENT OF THE BONDS AND THE CERTIFICATES, APPROVING A PLACEMENT AGENT AGREEMENT WITH RESPECT TO SUCH PROPOSAL AND AUTHORIZING THE MAYOR OR VICE MAYOR OF THE TOWN TO EXECUTE AND DELIVER SUCH AGREEMENT; (5) RATIFYING ALL ACTIONS TAKEN TO FURTHER THIS RESOLUTION AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND (6) DECLARING AN EMERGENCY

WHEREAS, on June 6, 2006, the Mayor and Common Council of the Town of Marana, Arizona (the "Town"), passed and adopted Resolution No. 2006-75 (the "Resolution of Intention") which declared its intention to provide the "Work" defined in the Resolution of Intention, determined that improvement bonds be issued and sold to represent the costs and expenses thereof (the "Bonds to be Refunded") and declared the Work to be of more than local or ordinary public benefit and that the costs and expenses thereof be assessed upon a certain district, provided that the Work be performed under the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, the Work, the district assessed (the "District") and the Bonds issued and sold being fully described in the Resolution of Intention to which reference is hereby made for such descriptions; and

WHEREAS, a copy of the Resolution of Intention was published in the *Daily Territorial*, a newspaper generally circulated in the Town, as required by law; and

WHEREAS, the Superintendent of Streets of the Town (the "Superintendent of Streets") caused to be posted along the line of the Work on the streets, alleys and rights-of-way to be improved, at not more than three hundred (300) feet apart, notices of the passage of the Resolution of Intention, said notices being headed in letters at least one (1) inch in height and stating the fact of the passage of the Resolution of Intention; and

WHEREAS, within the fifteen (15) days since the date of the last publication of the Resolution of Intention and the completion of the posting of such notices, one protest against the Work and one objection to the extent of the District were filed with the Clerk of the Town during the time prescribed by law; and

WHEREAS, as such, the furnishing of all labor, materials, transportation, services and equipment for the Work was ordered by Resolution No. 2006-108 adopted on July 18, 2006 by the Mayor and Common Council of the Town; and

WHEREAS, upon completion of final plans and specifications for the Work (including any addendums with respect thereto, the "Final Plans and Specifications") and the filing thereof with the Clerk of the Town, sealed proposals were received pursuant to an "Advertisement for Bids and Notice of the Passage of the Resolution Ordering the Improvement and Inviting Sealed Proposals for the Work For Town of Marana, Arizona Tangerine Farms Road Improvement District" (the "Notice"), which was duly published as provided by law, for the Work; and

WHEREAS, the proposal of Hunter Contracting Co. (the "Contractor") was determined to be the lowest and best bid of a responsible bidder for the kind of material and specifications set forth in the Final Plans and Specifications at the unit prices named for the Work in such proposal on file in the Office of the Clerk of the Town, and such proposal in all respects complied with the terms of the Notice; and

WHEREAS, the total amount bid by the Contractor for the Construction Contract was $23,459,459.00 and the total amount of the costs (including for the Construction Contract) and the incidental expenses, before the addition of capitalized interest, as shown in the engineer's official estimate, was $27,577,500.15; and

WHEREAS, on October 3, 2006, the Mayor and Council of the Town passed and adopted Resolution No. 2006-158 (the "Resolution Awarding Contract") which awarded the contract for the Work (the "Construction Contract") to the Contractor and provided that not more than $748,357.26 would be contributed by the Town with respect to the Work; and

WHEREAS, MMLA Psomas, the Engineers for the District, prepared and presented to the Mayor and Common Council of the Town duplicate diagrams of the property contained within the District

showing each separate lot, numbered consecutively, the approximate areas in square feet of each lot, and the location of the lot in relation to the Work (the "Diagram"), which were approved by the Mayor and Common Council of the Town by the Resolution Awarding Contract along with the method of Assessment to be applied with respect to the Diagram (which the Mayor and Common Council of the Town hereby ratify and confirm, including the fact that the acquisition of certain property necessary with regard to the Work, the payment of the cost of certain of the Work on behalf of a property owner from whom certain of such property was necessary and a portion of the cost of the railroad underpass are to be assessed directly against property owned by the Town); and

WHEREAS, the Superintendent of Streets has heretofore entered into the Construction Contract with the Contractor whereby the Contractor agreed to construct the Work in accordance with the Final Plans and Specifications and its proposal; and

WHEREAS, the Superintendent of Streets levied and recorded an assessment, indicating the several assessments imposed on the lots or parcels of land benefited by the Work in the District (the "Assessment"), and the Superintendent of Streets will execute, and the Mayor of the Town will countersign, a warrant to the Finance Director of the Town (the "Finance Director") to collect the Assessment; and

WHEREAS, the Assessment and such warrant were returned by the Finance Director as prescribed by law; and

WHEREAS, the certified list of unpaid amounts with respect to the Assessment was filed with the Clerk of the Town by the Superintendent of Streets indicating the amount that is unpaid; and

WHEREAS, the Mayor and Common Council of the Town sold and issued the Bonds to be Refunded in the aggregate principal amount of $25,744,000, payable from the Assessment and to provide for certain other matters related thereto; and

WHEREAS, the Work has been done in accordance with the Plans and Specifications, and the costs of the Work as assessed and apportioned in the Assessment were in proportion to the benefits received by the lots and parcels of land upon which imposed; and

WHEREAS, pursuant to Title 48, Chapter 4, Article 2, Arizona Revised Statutes (the "Refunding Act"), bonds may be issued for the purpose of refunding any bonds issued pursuant to the Act; and

WHEREAS, bonds may be issued pursuant to the Refunding Act only if the total amount of principal of and interest on the refunding bonds does not exceed the total amount of remaining principal of and interest on the Bonds to be Refunded; and

WHEREAS, the Superintendent of Streets will file a modified assessment reflecting the reduction in the Assessment if such circum-

stances can be met and the Bonds (as such term is hereinafter defined) are issued (the "Modified Assessment"); and

WHEREAS, the Mayor and Common Council of the Town have determined to sell and issue bonds, payable from the Modified Assessment if the circumstances described above can be met (the "Bonds"); and

WHEREAS, the Mayor and Common Council of the Town have further determined to sell and issue certain supplemental interest certificates with respect to the Bonds (the "Certificates"); and

WHEREAS, the Mayor and Common Council of the Town will receive a proposal from Stifel, Nicolaus & Company, Incorporated (the "Placement Agent"), and has determined that the Bonds should be placed by the Placement Agent; and

WHEREAS, the proceeds of the Bonds and the Certificates together with all or a portion of the amounts held in the debt service fund for payment of principal of and interest on the Bonds to be Refunded and other amounts lawfully available will be invested provided such investments and any reinvestment thereof will mature with interest so as to provide funds to pay the Bonds to be Refunded when due, or called for redemption, together with interest thereon and redemption premiums, if any, at maturity or on an available redemption date, and, for such purpose, such amounts and investments shall be deposited in trust with a national banking corporation or association that is authorized to do trust business in this state and that is a member of the Federal Deposit Insurance Corporation pursuant to a trust agreement with banking corporations or associations for the handling, safekeeping and administration of the amounts and investments that are derived from or contributed to, the refunding; and

WHEREAS, the Mayor and Common Council of the Town desire to (i) authorize the sale and issuance and placement by the Placement Agent of the Bonds and the Certificates; (ii) delegate to the Manager of the Town the authority to determine certain of the terms of the Bonds and the Certificates and various other matters; (iii) prescribe the form of the Bonds and the Certificates and (iv) ratify and confirm all prior acts of the Mayor and Common Council of the Town, of the Clerk of the Town, of the Superintendent of Streets of the Town, and of the Finance Director of the Town with respect to the District; and

WHEREAS, all things required to be done preliminary to the authorization and issuance of the Bonds and the Certificates have been duly done and performed in the manner required by law, and the Mayor and Common Council of the Town are now empowered to proceed with the authorization of the sale and issuance of the Bonds and the Certificates,

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

Section 1. (A) If the total amount of the principal of and interest on the Bonds (including the portion of the interest evidenced by the Certificates) will not exceed the total amount of remaining principal of and interest on the Bonds to be Refunded, the Bonds, to be designated "Town of Marana, Arizona Tangerine Farms Road Improvement District Improvement Refunding Bonds," and the certificates to be designated as "Supplemental Interest Certificates", are authorized to be placed and issued by the Town pursuant to, and in accordance with, the provisions of the Refunding Act and this Resolution to provide funds for the purposes set forth herein, the interest evidenced by the Bonds as issued being designated as "A" interest and the interest evidenced by the Certificates as issued being designated as "B" interest, all in accordance with this Resolution and applicable law. (Unless specified or unless the context otherwise requires, all references herein to "interest on the Bonds" shall be deemed to include interest designated as both "A" and "B" interest on the Bonds, the interest designated as "B" interest being evidenced by the Certificates.)

(B) The Manager of the Town is hereby authorized and directed to determine on behalf of the Town: (1) the denominations of the Bonds and the Certificates; (2) the dated date and total principal and payment amounts of the Bonds and the Certificates; (3) the final principal and maturity date and payment and payment date schedules of the Bonds and the Certificates; (4) the interest rate of the Bonds and the interest accrual period and approximate yield with respect to the payment date for the Certificates and the dates for payment of such interest (the "interest payment dates"); (5) the provisions for redemption in advance of maturity of the Bonds and the Bonds to be Refunded; (6) the sales price and sales terms of the Bonds and the Certificates (including for original issue discount) and (7) the provision for credit enhancement, if any, for the Bonds and the Certificates; provided, however, that such determinations must result in a net present value savings, net of all cots of issuance, in an amount of not less than three percent (3%) of the principal amount of the Bonds to be Refunded. Notwithstanding any provisions hereof to the contrary, the Manager of the Town is hereby authorized, if necessary in connection with the placement of the Bonds on the most attractive terms, to determine on behalf of the Town serial maturities for the Bonds and associated principal amounts and rates per annum.

(C) (1) The Bonds shall bear interest designated as "A" interest at the per annum rate determined as described hereinabove from their date to the maturity or prior redemption of each Bond, payable on the interest payment dates. The Bonds shall be issued in the denominations of principal amount determined as provided herein due on a specific maturity date or integral multiples thereof and only in fully registered form and be numbered, by maturity, from "1" consecutively upwards.

(2) In addition to such interest designated as "A" interest, the Bonds shall bear supplemental interest designated as "B" interest evidenced by the Certificates which shall be owned,

transferred, and presented for payment separately from the Bonds and shall evidence that portion of interest designated as "B" interest on the Bonds coming due for the interest accrual period specified above which the registered owners thereof are entitled to receive. The Certificates shall be issued in the denomination of $1,000 of interest designated as "B" interest due on the "B" interest payment date or integral multiples thereof and only in fully registered form.

(D) The Finance Director of the Town will act as "Bond Registrar and Paying Agent" with respect to the Bonds and the Certificates. The Bond Registrar and Paying Agent shall maintain the books of the Town for the registration of ownership of each Bond and each Certificate. A Bond or a Certificate may be transferred on the registration books upon delivery of the Bond or the Certificate to the Bond Registrar and Paying Agent, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Bond Registrar and Paying Agent, duly executed by the registered owner of the Bond or the Certificate to be transferred or the attorney-in-fact or legal representative thereof, containing written instructions as to the details of the transfer of such Bond or Certificate. No transfer of any Bond or Certificate shall be effective until entered on the registration books.

(E) The final payment of principal of and premium, if any, on the Bonds shall be payable upon presentation and surrender thereof to the Bond Registrar and Paying Agent. The interest designated as "B" interest evidenced by the Certificates shall be payable upon presentation and surrender to the Bond Registrar and Paying Agent. Principal of and premium, if any, and interest on the Bonds shall otherwise be payable by wire transfer to the registered owner thereof, as shown on the registration books for the Bonds maintained by the Bond Registrar and Paying Agent to the account appearing therein at the close of business on the 15th day of the calendar month next preceding that payment date. The principal of and premium, if any, or interest on the Bonds and interest evidenced by the Certificates shall be payable in lawful money of the United States of America.

(F) In all cases upon the transfer of a Bond or a Certificate, the Bond Registrar and Paying Agent shall enter the transfer of ownership in the registration books and shall authenticate and deliver in the name of the transferee a new fully registered Bond, or Certificate, as applicable, as the case may be, of the appropriate denominations for the aggregate principal or payment amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of this Section. The Town or the Bond Registrar and Paying Agent shall charge the registered owner of such Bond or Certificate, for every such transfer of a Bond, an amount sufficient to reimburse them for any transfer fee, tax or governmental charge required to be paid with respect to such transfer and may require that such transfer fee, tax or governmental charge be paid before any such new Bond or Certificate shall be delivered.

(G) The Town and the Bond Registrar and Paying Agent shall not be required to issue or transfer the Bonds during a period beginning with the opening of business on the 15th business day next preceding any interest payment date and ending with the close of business on the interest payment date.

(H) (1) Based on the determinations made as described hereinabove, the Bonds shall be subject to redemption prior to maturity, in whole or in part, on any date on or after a date determined by the Manager of the Town from prepayment of, and from amounts collected pursuant to a public auction of property upon a delinquency in payment of installments of, the Modified Assessment by the payment of the principal amount of each Bond to be redeemed plus interest accrued to the date fixed for redemption and plus a premium, the premium to be calculated as a percentage of the principal amount of such Bond to be redeemed, as determined by the Manager of the Town.]

(2) Based on such determinations, the Bonds shall also be subject to redemption prior to maturity, in whole or in part, on any date determined by the Manager of the Town by the payment of the principal amount of each Bond to be redeemed, plus accrued interest to the date fixed for redemption and plus a premium, the premium to be calculated as a percentage of the principal amount of such Bond to be redeemed, as determined by the Manager of the Town.

(I) The Bonds shall be redeemed only so that approximately equal debt service shall be paid each year.

(J) Not more than forty-five (45) nor less than thirty (30) days before any redemption date, the Bond Registrar and Paying Agent shall cause a notice of any redemption described in subsection (H)(1) to be mailed by first-class mail, postage prepaid, to the registered owner of the Bonds at the address shown on the registration books maintained by the Bond Registrar and Paying Agent.

(K) Any Bond or portion thereof shall be deemed paid and defeased and thereafter shall have no claim on the Bond Fund (i) if there is deposited with a bank or comparable financial institution, in trust, moneys or obligations issued by or guaranteed by the United States government ("Defeasance Obligations") or both which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay the principal of and interest and any premium on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption and (ii) if such defeased Bond or portion thereof is to be redeemed, notice of such redemption has been given in accordance with provisions hereof. Bonds the payment of which has been provided for in accordance with this Section shall no longer be deemed payable or outstanding hereunder and thereafter such Bonds shall be entitled to payment only from the moneys or Defeasance Obligations deposited to provide for the payment of such Bonds.

(L) The Bonds and the Certificates shall be in physically, certificated form and be executed on behalf of the Town by the manual or facsimile signature of the Mayor of the Town and attested by the manual or facsimile signature of the Clerk of the Town, and such officials are hereby authorized and directed to execute and attest the Bonds and the Certificates as aforesaid.

(M) (1) The Bonds shall be in substantially the following form, allowing those executing the Bonds to make insertions and deletions necessary to conform the Bonds as provided by the delegations allowed by this Resolution:

REGISTERED NO. .....

REGISTERED $.....

UNITED STATES OF AMERICA

STATE OF ARIZONA COUNTY OF PIMA

TOWN OF MARANA, ARIZONA
TANGERINE FARMS ROAD IMPROVEMENT DISTRICT
IMPROVEMENT REFUNDING BOND

Interest Rate:	Maturity Date:	Original Issue Date:
"A" .....% per annum	January 1, ...	....., 2016

REGISTERED OWNER: .....

PRINCIPAL AMOUNT: ..... DOLLARS

KNOW ALL MEN BY THESE PRESENTS:

THAT THE TOWN OF MARANA, ARIZONA, a duly organized municipal corporation (the "Town"), for value received, hereby promises to pay to the Registered Owner specified above or registered assigns, solely from the sources hereinafter specified, the Principal Amount specified above on the aforesaid Maturity Date and to pay interest designated as "A" interest on the Principal Amount at the aforesaid Interest Rate on ..... 1, ..., and on January 1 and July 1 of each year thereafter (each an "interest payment date") from the date of this Bond to its maturity or its redemption prior to maturity. The final payment of principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the office of the Finance Director of the Town, as "Bond Registrar and Paying Agent." Principal of and premium, if any, and interest designated as "A" interest on this Bond are payable by wire transfer to the Registered Owner of the account shown on the registration books for the Bonds of the issue of which this Bond is one (the "Bonds") maintained by the Bond Registrar and Paying Agent at the close of business on the 15th day of the calendar month next preceding that

payment date. The principal of and any premium, if any, and interest designated as "A" interest on this Bond are payable in lawful money of the United States of America on the respective dates when principal and interest become due.

This Bond is one of an issue of ..... Dollars ($.....,000) in aggregate principal amount issued pursuant to law and Resolution No. ..... adopted on May 16, 2017 (the "Resolution"), by the Mayor and Common Council of the Town, to refinance the work and improvements described (i) in the "Plans" on file in the offices of the Superintendent of Streets and Clerk of the Town described in Resolution No. 2006-75, adopted on June 6, 2006 (the "Resolution of Intention"), by the Mayor and Common Council of the Town and (ii) in summary fashion in Exhibit C to the Resolution of Intention (collectively, the "Work") to be performed, the Work having been initiated pursuant to the Resolution of Intention, and is payable only out of a special fund to be held by the Town, collected from installments of special assessments imposed on the lots, pieces and parcels of land benefited by the Work (the "Special Fund"). The Special Fund is set apart by law for the payment of the Bonds and can be used for no other purpose.

It is hereby certified and declared that the Work is authorized by law; that all the acts, conditions and things required to be done, precedent to and in the issuance of the Bonds, have been done and performed in regular and due form as required by the laws of the State of Arizona and all ordinances and resolutions of the Town; that the special assessments out of which the Bonds are to be paid are first liens on the property assessed, subject only to the lien for general taxes and prior special assessments; and that any bona fide purchaser for value of this Bond has the right to rely on the recitals herein contained. For the assessment or reassessment, collection and payment of said special assessments, the full faith and diligence of the Town are hereby irrevocably pledged.

(In addition to the interest designated as "A" interest at the rate indicated above, the Bonds shall bear supplemental interest designated as "B" interest during the interest accrual period set forth below, payable on the date and in the amount as follows:

Interest Accrual Period	"B" Interest Payment Date	Amount of "B" Interest Payable on "B" Interest Payment Date
..... 1, ..., through and including ....., ...	..... 1, ...	$...,000

Such interest is evidenced by fully registered Supplemental Interest Certificates which shall be owned, transferred and presented for payment separately from this Bond.)

The Bonds are subject to redemption prior to maturity, in whole or in part, on any interest payment date on or after ..... 1, 200..., from prepayment of the special assessments out of which the Bonds are to be paid and from amounts collected pursuant to a public auction of property upon a delinquency in payment of installments of such an Assessment by the payment of the principal amount of each Bond to be redeemed plus interest accrued to the date fixed for redemption and plus a premium, the premium to be calculated as a percentage of the principal amount of such Bond to be redeemed as follows:

Redemption Dates	Premium
[Not before Supps paid in full.]	
January 1, ..., through and including December 31, ...	...%
January 1, ..., through and including December 31, ...	...
January 1, ..., and thereafter	...

The Bonds are also subject to redemption prior to maturity, in whole or in part, on any date on or after January 1, 20..., by the payment of the principal amount of each Bond to be redeemed, plus interest accrued to the date fixed for redemption and plus a premium, the premium to be calculated as a percentage of the principal amount of such Bond to be redeemed as follows:

Redemption Dates	Premium
January 1, ..., through and including December 31, ...	...%
January 1, ..., through and including December 31, ...	...
January 1, ..., and thereafter	...

The Bonds maturing on January 1 of the following years will be redeemed on January 1 of the following years (and as chosen by lot by the Bond Registrar and Paying Agent from such maturity) and in the following principal amounts at a price equal to the principal amount thereof plus interest accrued to the date of redemption, but without premium:

Term Bond Maturing January 1, 20...

Year Redeemed	Principal Amount Redeemed
....	$...,000
....	...,000

Term Bond Maturing January 1, 20...

Year Redeemed	Principal Amount Redeemed
....	$...,000
....	...,000

The Bonds shall be redeemed only so that approximately equal principal and interest shall be paid each year. Not more than 45 nor less than 30 days before any redemption date, the Bond Registrar and Paying Agent shall cause a notice of any optional redemption to be mailed by first-class mail, postage prepaid, to the registered owner of the Bonds at the address shown on the registration books maintained by the Bond Registrar and Paying Agent.

The Bond Registrar and Paying Agent will maintain the registration books of the Town for the registration of ownership of each Bond as provided in the Resolution. This Bond may be transferred on the registration books upon delivery hereof to the Bond Registrar and Paying Agent, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Bond Registrar and Paying Agent, duly executed by the registered owner of this Bond or the attorney-in-fact or legal representative thereof, containing written instructions as to the details of the transfer. No transfer of this Bond shall be effective until entered on the registration books. The Town and the Bond Registrar and Paying Agent will not be required to issue or transfer any Bonds during a period beginning with the opening of business on the 15th business day next preceding any interest payment date and ending with the close of business on the interest payment date.

In all cases upon the transfer of a Bond, the Bond Registrar and Paying Agent will enter the transfer of ownership in the registration books and will authenticate and deliver in the name of the transferee a new fully registered Bond for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of the Resolution. The Town or the Bond Registrar and Paying Agent will charge the registered owner of such Bond, for every such transfer of a Bond, an amount sufficient to reimburse them for any transfer fee, tax or other governmental charge required to be paid with respect to such transfer, and may require that such transfer fee, tax or governmental charge be paid before any such new Bond shall be delivered.

Pursuant to the Resolution, payment of all or any part of the Bonds may be provided for by the irrevocable deposit, in trust, of moneys or obligations issued or guaranteed by the United States of America ("Defeasance Obligations") or both, which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate of an accountant, to pay when due the principal or redemption price of and interest on such Bonds. Any Bonds so provided for will no longer be outstanding under the Bond Resolution or payable from ad valorem taxes on taxable property in the District, and the owners of such Bonds shall thereafter be entitled to payment only from the amounts and Defeasance Obligations deposited in trust.

This Bond shall not be entitled to any security or benefit under the Resolution or be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar and Paying Agent.

IN WITNESS WHEREOF, the TOWN OF MARANA, ARIZONA, has caused this Bond to be signed in its name by the facsimile signature of the Mayor of the Town and attested by the facsimile signature of the Clerk of the Town.

TOWN OF MARANA, ARIZONA

By (Facsimile)
.....
Mayor, Town of Marana, Arizona

ATTEST:

(Facsimile)
.....
Clerk, Town of Marana,
Arizona

Date of Authentication: .....

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution and is one of the Town of Marana, Arizona Tangerine Farms Road Improvement District Improvement Refunding Bonds.

.....,
Finance Director, Town of Marana,
Arizona, as Bond Registrar and Paying
Agent

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto ..... the within Bond and irrevocably constitutes and appoints ..... attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ....
Signature

Signature Guaranteed:

.....
[Insert proper legend]

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

ALL FEES AND COSTS OF TRANSFER SHALL BE PAID BY THE TRANSFEROR

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT/TRANS MIN ACT - ..... Custodian .....
(Cust) (Minor)

under Uniform Gifts/Transfers to Minors Act .....
(State)

Additional abbreviations may also be used though not included in the above list.

(2) The Certificates shall be in substantially the following form, allowing those executing the Certificates to make insertions and deletions necessary to conform the Certificates as provided by the delegations allowing by this Resolution:

REGISTERED NO. .....

REGISTERED $.....

UNITED STATES OF AMERICA

STATE OF ARIZONA COUNTY OF MARICOPA

TOWN OF MARANA, ARIZONA
TANGERINE FARMS ROAD IMPROVEMENT DISTRICT
IMPROVEMENT REFUNDING BOND
SUPPLEMENTAL INTEREST CERTIFICATE

Payment Date: Dated:

...., 2016

REGISTERED OWNER: .....

"B" INTEREST AMOUNT: ..... DOLLARS

THAT THE TOWN OF MARANA, ARIZONA, a duly organized municipal corporation (the "Town"), for value received, hereby promises to pay to the aforesaid registered owner, or registered assigns, on the payment date specified above, the amount specified above, which evidences a portion of the interest designated as "B" interest (computed on the basis of a 360-day year of twelve 30-day months) which shall become due and payable on such payment date on the outstanding principal amount of the Town's Tangerine Farms Road Improvement District Improvement Refunding Bonds, dated ....., 2017, issued in the principal amount of $....,000 (the "Bonds"), for the period beginning from the January 1 or July 1, as applicable, immediately preceding such payment date through the day immediately prior to such payment date. The interest designated as "B" interest on the Bonds evidenced by this Certificate is payable upon presentation and surrender hereof at the office of the Finance Director of the Town, as "Bond Registrar and Paying Agent".

The Bonds and the interest designated as "B" interest thereon evidenced by the Supplemental Interest Certificates of which this is one (the "Certificates") have been issued pursuant to law and Resolution No. ..... adopted on May 16, 2017 (the "Resolution"), by the Mayor and Common Council of the Town, to refinance the work and improvements described (i) in the "Plans" on file in the offices of the Superintendent of Streets and Clerk of the Town described in Resolution No. 2006-75, adopted on June 6, 2006 (the "Resolution of Intention"), by the Mayor and Common Council of the Town and (ii) in summary fashion in Exhibit C to the Resolution of Intention (collectively, the "Work") to be performed, the Work having been initiated pursuant to the Resolution of Intention, and are payable only out of a special fund to be held by the Town, collected from installments of

special assessments imposed on the lots, pieces and parcels of land benefited by the Work (the "Special Fund"). The Special Fund is set apart by law for the payment of the Bonds and the Certificates can be used for no other purpose.

It is hereby certified and declared that the Work is authorized by law; that all the acts, conditions and things required to be done, precedent to and in the issuance of the Bonds and the Certificates, have been done and performed in regular and due form as required by the laws of the State of Arizona and all ordinances and resolutions of the Town; that the special assessments out of which the Bonds and the Certificates are to be paid are first liens on the property assessed, subject only to the lien for general taxes and prior special assessments; and that any bona fide purchaser for value of this Certificate has the right to rely on the recitals herein contained. For the assessment or reassessment, collection and payment of said special assessments, the full faith and diligence of the Town are hereby irrevocably pledged.

The Certificates are not subject to prepayment prior to their payment date.

The Bond Registrar and Paying Agent will maintain the registration books of the Town for the registration of ownership of each Certificate as provided in the Resolution. This Certificate may be transferred on the registration books upon delivery hereof to the Bond Registrar and Paying Agent at its designated corporate trust office, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Bond Registrar and Paying Agent, duly executed by the registered owner of this Certificate to be transferred or the attorney-in-fact or legal representative thereof, containing written instructions as to the details of the transfer. No transfer of any Certificate shall be effective until entered on the registration books.

In all cases upon the transfer of a Certificate, the Bond Registrar and Paying Agent will enter the transfer of ownership in the registration books and shall authenticate and deliver in the name of the transferee a new fully registered Certificate for the aggregate amount of "B" interest which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of the Resolution. The Town and the Bond Registrar and Paying Agent shall charge the owner of such Certificate, for every transfer of a Certificate, an amount sufficient to reimburse them for any transfer fee, tax or other governmental charge required to be paid with respect to such transfer, and may require that such transfer fee, tax or governmental charge be paid before any such new Certificate shall be delivered.

This Certificate shall not be entitled to any security or benefit under the Resolution or be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar and Paying Agent.

IN WITNESS WHEREOF, the TOWN OF MARANA, ARIZONA, has caused this Certificate to be signed in its name by the facsimile signature of the Mayor of the Town and attested by the facsimile signature of the Clerk of the Town.

TOWN OF MARANA, ARIZONA

By (Facsimile)
.....
Mayor, Town of Marana, Arizona

ATTEST:

(Facsimile)
.....
Clerk, Town of Marana,
Arizona

CERTIFICATE OF AUTHENTICATION

This Supplemental Interest Certificate is one of the Certificates evidencing the "B" interest described in the within-mentioned Resolution.

Date of Authentication: .....

.....,
Finance Director, Town of Marana,
Arizona, as Bond Registrar and Paying
Agent

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto .....
(Name and Address of Transferee)
the within Certificate and irrevocably constitutes and appoints ..... attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ....
Signature

Signature Guaranteed:

....
[*Insert proper legend*] Signature

Note: The signature(s) on this assignment must correspond with the name(s) as it appears upon the face of the within Certificate in every particular, without alteration or any change whatsoever.

The following abbreviations, when used in the inscription on the face of the within Certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - ..... Custodian .....
(Cust) (Minor)

under Uniform Gifts to Minors Act .....
(State)

Additional abbreviations may also be used though not included in the above list.

ALL FEES AND COSTS OF TRANSFER
SHALL BE PAID BY THE TRANSFEROR

Section 2. (A) The Modified Assessment showing the remaining unpaid installments of the Assessment recalculated and modified so that the amounts to be collected equal the amounts needed to repay the Bonds and the Certificates is hereby approved.

(B) All provisions of Title 48, Chapter 4, Article 3, Arizona Revised Statutes regarding the collection, payment and enforcement of the Assessment and the validity and priority of the lien of the assessments for the Bonds remain in full force and effect. Except as modified pursuant to this section, the Assessment survives the payment or defeasance of the Bonds to be Refunded and remains in full force and effect, securing the Bonds until the payment in full of the Bonds and the Certificates.

(C) If there is a deficiency in the funds collected from the Modified Assessment to pay the principal of or interest on the Bonds (including interest evidenced by the Certificates) when due, the Town shall, pursuant to the authority contained in Title 48, Chapter 4, Article 2, Section 48-609, Arizona Revised Statutes, and without condition, on or before December 31 and June 30 in each of the years in which the payments of the principal of or interest on the Bonds (including interest evidenced by the Certificates) are due, make good such deficiency by making a temporary loan to the special fund which is set apart for the payment of the principal of or interest on the Bonds (including interest evidenced by the Certificates) (the "Special Fund"), so that the principal of and the interest on the Bonds (including interest evidenced by the Certificates) shall be paid when due on the next succeeding January 1 or July 1 as the case may be.

Section 3. (A) Any capitalized interest with respect to the Bonds shall be deposited in the Special Fund.

(B) The Finance Director of the Town shall cause to be safe kept and administered the portion of the proceeds of the Bonds and the Certificates together with all or a portion of the amounts held in the debt service fund for payment of principal of and interest on the Bonds to be Refunded and other amounts lawfully available so as to provide funds to pay the Bonds to be Refunded when due, or called for redemption, together with interest thereon and redemption premiums, if any, at maturity or on an available redemption date. The Bonds to be Refunded shall be deemed to have been paid and shall have no further interest in the Assessment.

(C) Amounts to pay expenses incurred in connection with the authorization and issuance of the Bonds and the Certificates and the refunding of the Bonds to be Refunded shall be held and paid by the Finance Director of the Town.

Section 4. (A) The Finance Director of the Town is hereby authorized to accept a proposal for the purchase of the Bonds and the Certificates, and the Bonds and the Certificates are hereby ordered to be placed accordingly, substantially in accordance with the terms of

the Placement Agent Agreement in standard form (the "Placement Agent Agreement"). The Mayor, or in the absence thereof, Vice Mayor of the Town is hereby authorized to execute, and the Clerk of the Town to attest and deliver, the Placement Agent Agreement, for and on behalf of the Mayor and Common Council of the Town, in such form, with necessary changes, satisfactory to the Mayor, or in the absence thereof, Vice Mayor of the Town, and such execution by the Mayor or Vice Mayor of the Town shall indicate the approval thereof on behalf of the Mayor and Common Council of the Town by the Mayor or Vice Mayor of the Town.

(B) The Mayor and other officers of the Town are hereby authorized and directed to cause the Bonds and the Certificates to be delivered upon receipt of payment therefor and satisfaction of the other conditions for delivery thereof in accordance with the terms of the sale accepted by the Finance Director of the Town.

Section 5. All prior acts of the Mayor and Common Council of the Town, of the Town, of the Superintendent of Streets of the Town and of the Finance Director of the Town are hereby ratified and confirmed. The Mayor, or in the absence thereof, Vice Mayor of the Town and the other officers of the Town are hereby authorized to execute such certificates and receipts as in the opinion of bond counsel opining upon issuance of the Bonds are necessary in connection with the issuance and delivery of the Bonds and the Certificates.

Section 6. (A) As to be provided in further detail in the Certificate As To Federal Tax Matters to be delivered by the Town in connection with the issuance of the Bonds (the "Tax Certificate"), no investment or other use of the proceeds of any Bonds or Certificates shall be made or directed to be made which would cause such Bonds or Certificates to be "arbitrage bonds" as that term is defined in section 148 (or any successor provision thereto) of the Internal Revenue Code of 1986, as amended, or "private activity bonds" as that term is defined in section 141 (or any successor provision thereto) of such Code, and the requirements of such Code sections and related regulations shall be complied with throughout the term of the Bonds and the Certificates. In consideration of the purchase and acceptance of the Bonds by the holders from time to time thereof and of retaining such exclusion and as authorized by Title 35, Chapter 3, Article 7, Arizona Revised Statutes, the Mayor and Common Council of the Town covenant, and the appropriate officials of the Town are hereby directed, to take all action required to preserve such exclusion or to refrain from taking any action prohibited by such Code which would adversely affect in any respect such exclusion.

(B) The Town shall be the owner of the facilities refinanced with the proceeds of the sale of the Bonds (the "Facilities") for federal income tax purposes. Except as otherwise advised in a Bond Counsel's Opinion (as such term is defined in the next Section), the Town shall not enter into (i) any management or service contract with any entity other than a governmental entity for the operation of any portion of the Facilities unless the management

or service contract complies with the requirements of Revenue Procedure 97-13 or such other authority as may control at the time, or (ii) any lease or other arrangement with any entity other than a governmental entity that gives such entity special legal entitlements with respect to any portion of the Facilities.

(C) The procedures and covenants contained in any arbitrage rebate provision or separate agreement executed in connection with the issuance of the Bonds (initially those in Section 7) shall be complied with for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds (including that evidenced by the Certificates).

(D) The payment of principal and interest with respect to the Bonds (including interest evidenced by the Certificates) shall not be guaranteed (in whole or in part) by the United States or any agency or instrumentality of the United States. The proceeds of the Bonds and the Certificates, or amounts treated as proceeds of the Bonds and the Certificates, shall not be invested (directly or indirectly) in federally insured deposits or accounts, except to the extent such proceeds (i) may be so invested for an initial temporary period until needed for the purpose for which the Bonds are being issued, (ii) may be so used in making investments of a bona fide debt service fund or (iii) may be invested in obligations issued by the United States Treasury.

(E) (1) All necessary and desirable steps to comply with the requirements hereunder in order to ensure that interest on the Bonds (including that evidenced by the Certificates) is excluded from gross income for federal income tax purposes under such Code shall be taken; provided, however, compliance with any such requirement shall not be required in the event the Town receives a Bond Counsel's Opinion (as such term is defined in the next section) that either (i) compliance with such requirement is not required to maintain the exclusion from gross income of interest on the Bonds (including that evidenced by the Certificates), or (ii) compliance with some other requirement will meet the requirements of such Code. In the event the Town receives such a Bond Counsel's Opinion, this Resolution shall be amended to conform to the requirements set forth in such opinion.

(2) If for any reason any requirement hereunder is not complied with, all necessary and desirable steps to correct such noncompliance shall be taken within a reasonable period of time after such noncompliance is discovered or should have been discovered with the exercise of reasonable diligence, and the Town shall pay any required interest or penalty under Regulations section 1.148-3(h) hereinafter described.

(F) Written procedures have been established for the Town to ensure that all nonqualified obligations are remediated according to the requirements under such Code and related Regulations

and to monitor the requirements of section 148 of the Code relating to arbitrage, with which the Town will comply.

Section 7. (A) Terms not otherwise defined in Subsection (B) hereof shall have the meanings given to them in the Tax Certificate.

(B) The following terms shall have the following meanings:

Bond Counsel's Opinion shall mean an opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the Town.

Bond Year shall mean each one-year period beginning on the day after the expiration of the preceding Bond Year. The first Bond Year shall begin on the date of issue of the Bonds and shall end on the date selected by the Town, provided that the first Bond Year shall not exceed one calendar year. The last Bond Year shall end on the date of retirement of the last Bond.

Bond Yield is as indicated in the Tax Certificate. Bond Yield shall be recomputed if required by Regulations section 1.148-4(b)(4) or 4(h)(3). Bond Yield shall mean the discount rate that produces a present value equal to the Issue Price of all unconditionally payable payments of principal, interest and fees for qualified guarantees within the meaning of Regulations section 1.148-4(f) and amounts reasonably expected to be paid as fees for qualified guarantees in connection with the Bonds as determined under Regulations section 1.148-4(b). The present value of all such payments shall be computed as of the date of issue of the Bonds and using semiannual compounding on the basis of a 360-day year.

Code shall mean the Internal Revenue Code of 1986, as amended, and any successor provisions thereto.

Gross Proceeds shall mean:

(i) any amounts actually or constructively received by the Town from the sale of the Bonds but excluding amounts used to pay accrued interest on the Bonds within one year of the date of issuance of the Bonds;

(ii) transferred proceeds of the Bonds under Regulations section 1.148-9;

(iii) any amounts actually or constructively received from investing amounts described in (i), (ii) or this (iii); and

(iv) replacement proceeds of the Bonds within the meaning of Regulations section 1.148-1(c). Replacement proceeds include amounts reasonably expected to be used directly or indirectly

to pay debt service on the Bonds, pledged amounts where there is reasonable assurance that such amounts will be available to pay principal or interest on the Bonds in the event the Town encounters financial difficulties and other replacement proceeds within the meaning of Regulations section 1.148-1(c)(4). Whether an amount is Gross Proceeds is determined without regard to whether the amount is held in any fund or account established under this Resolution.

Investment Property shall mean any security, obligation (other than a tax-exempt bond within the meaning of Code section 148(b)(3)(A)), annuity contract or investment-type property within the meaning of Regulations section 1.148-1(b).

Issue Price is as indicated in the Tax Certificate, which is the initial offering price of the Bonds. Issue price shall be determined as provided in Regulations section 1.148-1(b).

Nonpurpose Investment shall mean any Investment Property acquired with Gross Proceeds, and which is not acquired to carry out the governmental purposes of the Bonds.

Payment shall mean any payment within the meaning of Regulations section 1.148-3(d)(1) with respect to a Nonpurpose Investment.

Rebate Requirement shall mean at any time the excess of the future value of all Receipts over the future value of all Payments. For purposes of calculating the Rebate Requirement the Bond Yield shall be used to determine the future value of Receipts and Payments in accordance with Regulations section 1.148-3(c). The Rebate Requirement is zero for any Nonpurpose Investment meeting the requirements of a rebate exception under section 148(f)(4) of the Code or Regulations section 1.148-7.

Receipt shall mean any receipt within the meaning of Regulations section 1.148-3(d)(2) with respect to a Nonpurpose Investment.

Regulations shall mean the sections 1.148-1 through 1.148-11 and section 1.150-1 of the regulations of the United States Department of the Treasury promulgated under the Code, including and any amendments thereto or successor regulations.

(C) Within 60 days after the end of each Bond Year unless an exception to the requirement to do so is established, the Town shall cause the Rebate Requirement to be calculated and shall pay to the United States of America:

(1) not later than 60 days after the end of the fifth Bond Year and every fifth Bond Year thereafter, an amount which, when added to the future value of all previous rebate payments with respect to the Bonds (determined as of such Computation Date), is equal to

at least 90% of the sum of the Rebate Requirement (determined as of the last day of such Bond Year) plus the future value of all previous rebate payments with respect to the Bonds (determined as of the last day of such Bond Year); and

(2) not later than 60 days after the retirement of the last Bond, an amount equal to 100% of the Rebate Requirement (determined as of the date of retirement of the last Bond).

Each payment required to be made under this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date such payment is due, and shall be accompanied by IRS Form 8038-T.

(D) No Nonpurpose Investment shall be acquired for an amount in excess of its fair market value. No Nonpurpose Investment shall be sold or otherwise disposed of for an amount less than its fair market value.

(E) For purposes of Subsection (D), whether a Nonpurpose Investment has been purchased or sold or disposed of for its fair market value shall be determined as follows:

(1) The fair market value of a Nonpurpose Investment generally shall be the price at which a willing buyer would purchase the Nonpurpose Investment from a willing seller in a bona fide arm's length transaction. Fair market value shall be determined on the date on which a contract to purchase or sell the Nonpurpose Investment becomes binding.

(2) Except as provided in Subsection (F) or (G), a Nonpurpose Investment that is not of a type traded on an established securities market, within the meaning of Code section 1273, is reputably presumed to be acquired or disposed of for a price that is not equal to its fair market value.

(3) If a United States Treasury obligation is acquired directly from or sold or disposed of directly to the United States Treasury, such acquisition or sale or disposition shall be treated as establishing the fair market value of the obligation.

(F) The purchase price of a certificate of deposit that has a fixed interest rate, a fixed payment schedule and a substantial penalty for early withdrawal is considered to be its fair market value if the yield on the certificate of deposit is not less than:

(1) the yield on reasonably comparable direct obligations of the United States; and

(2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(G) A guaranteed investment contract shall be considered acquired and disposed of for an amount equal to its fair market value if:

(1) A bona fide solicitation in writing for a specified guaranteed investment contract, including all material terms, is timely forwarded to all potential providers. The solicitation must include a statement that the submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Town or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the Town or any other person for purposes of satisfying the requirements in the Regulations that the Town receive bids from at least one reasonably competitive provider and at least three providers that do not have a material financial interest in the Bonds.

(2) All potential providers have an equal opportunity to bid, with no potential provider having the opportunity to review other bids before providing a bid.

(3) At least three reasonably competitive providers (i.e. having an established industry reputation as a competitive provider of the type of investments being purchased) are solicited for bids. At least three bids must be received from providers that have no material financial interest in the Bonds (e.g., a lead underwriter within 15 days of the issue date of the Bonds or a financial advisor with respect to the investment) and at least one of such three bids must be from a reasonably competitive provider. If the Town uses an agent to conduct the bidding, the agent may not bid.

(4) The highest-yielding guaranteed investment contract for which a qualifying bid is made (determined net of broker's fees) is purchased.

(5) The determination of the terms of the guaranteed investment contract takes into account as a significant factor the reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) The terms for the guaranteed investment contract are commercially reasonable (i.e. have a legitimate business purpose other than to increase the purchase price or reduce the yield of the guaranteed investment contract).

(7) The provider of the investment contract certifies the administrative costs (as defined in Regulations section 1.148-5(e)) that it pays (or expects to pay) to third parties in connection with the guaranteed investment contract.

(8) The Town retains until three years after the last outstanding Bond is retired, (i) a copy of the guaranteed investment contract, (ii) a receipt or other record of the amount actually paid for the guaranteed investment contract, including any administrative costs paid by the Town and a copy of the provider's certification described in (7) above, (iii) the name of the person and entity submitting each bid, the time and date of the bid, and the bid results and (iv) the bid solicitation form and, if the terms of the guaranteed investment contract deviates from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose of the deviation.

(H) The employment of such experts and consultants to make, as necessary, any calculations in respect of rebates to be made to the United States of America in accordance with Section 148(f) of the Code with respect to the Bonds, is hereby authorized.

Section 8. All of the provisions of this Resolution shall constitute a contract between the Town and the registered owners of the Bonds and the Certificates, and no amendments, alterations or modifications of this Resolution shall be made which shall in any manner impair, impede or lessen the rights of the registered owners of the Bonds or the Certificates then outstanding.

Section 9. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 10. All resolutions or parts thereof, inconsistent herewith, are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any resolution or any part thereof.

Section 11. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety of the residents and citizens of the Town for the reason that the Bonds and the Certificates must be sold without delay;

an emergency is, therefore hereby declared to exist; this Resolution is enacted as an emergency measure and shall be in full force and effect immediately upon its passage and adoption by the Mayor and Common Council of the Town, as required by law and this Resolution is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona. After the issuance and delivery of the Bonds, this Resolution shall be and remain irrepealable until the Bonds and the Certificates and the interest thereon shall have been fully paid, cancelled and discharged.

PASSED, ADOPTED AND APPROVED by the Mayor and Common Council of the Town of Marana, Arizona, this 16th day of May, 2017.

.....
Edward Honea, Mayor

ATTEST:

.....
Jocelyn Bronson, Town Clerk

PHX 332431772v1

CERTIFICATION

I hereby certify that the foregoing Resolution No. ..... was duly passed and adopted by the Mayor and Common Council of the Town of Marana, at a regular meeting held on May 16, 2017, and that a quorum was present thereat and the vote was .... ayes and .... nays.

.....
Jocelyn Bronson, Town Clerk

Council-Regular Meeting **A3**

Meeting Date: 05/16/2017

To: Mayor and Council

From: Curry C. Hale, Human Resources Director

Date: May 16, 2017

Strategic Plan Focus Area:
Progress & Innovation

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

Subject: Resolution No. 2017-046: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 4 - Employment Benefits and Leaves, Chapter 5 - Work Rules and Employee Discipline, and Chapter 8 - Termination of Employment (Curry C. Hale & Libby Shelton)

Discussion:

At the Council's January 31, 2017 Study Session, Town staff made a presentation regarding proposed changes to employee leave benefits, introducing the Town's new Managed Time Off (MTO) Leave program among other items. This item proposes several changes to the Town's Personnel Policies and Procedures in order to implement the new program and changes.

The proposed revisions to Chapter 4 (Employment Leaves and Benefits) include the following:

- A change to the maximum amount of vacation that employees may accrue. Current policy allows for a maximum accrual of 240 hours; under the revisions, the maximum accrued hours are based on years of service and range from 180 hours for employees employed 0-5 years, to 240 hours for those employed over 10 years.
- For sick leave, short-term temporary employees will now accrue sick leave a the rate of one hour of sick leave for every 30 hours worked. Full and part-time classified and unclassified employees and term-limited employees will no longer accrue sick leave hours and all of their current sick leave hours will be transferred to a sick leave bank as of June 24, 2017. The

definition of "family member" was expanded, and the reasons for use of sick leave were also expanded.

- Policy 4-3, which was previously the Personal Leave Policy, is replaced by the Managed Time Off (MTO) Leave policy. Eligible full-time employees will receive 112 hours of MTO leave at the beginning of each calendar year, and part-time employees will receive a prorated amount. MTO leave provides greater flexibility for employees because it is not limited to use for only medical purposes, but can be used for up to two days for any purpose as long as it is planned in advance. MTO leave that extends beyond two days or that is unplanned can only be used for medical purposes and other limited purposes. MTO leave accrues without limit and an employee is not compensated for unused accrued MTO leave upon termination of employment.
- Christmas Eve is added as a Town-approved holiday.
- There are other corresponding changes throughout Chapter 4 to add MTO leave.

The proposed changes to Chapter 5 (Work Rules and Employee Discipline) include the following:

- A new leave without pay policy requires Department Head approval for any leave without pay.
- "Giving false information or lying about the reasons for an absence from work" is added as a ground for employee discipline.
- There were other corresponding changes throughout Chapter 5 to add MTO leave.

The proposed changes to Chapter 8 (Termination of Employment) include the following:

- A new section is added regarding use of leave during an employee's last 14 days of employment.
- If an employee is re-employed in his or her former position within nine months, the employee shall have his or her previous accumulated sick or MTO leave balance restored. Previous policy stated that sick leave would be restored if the employee was reemployed within six, but new state law requires the nine-month provision.
- There are other corresponding changes throughout Chapter 8 to add MTO leave.

To implement the policy changes mid-calendar year, the adopting resolution includes the following provisions:

1. Current Policy 4-3 “Personal Leave” is removed from Chapter 4 of the Town’s Personnel Policies and Procedures and replaced by new Policy 4-3 “Managed Time Off (MTO) Leave”. The Personal Leave policy shall remain in effect through December 31, 2017, except that employees who begin employment with the Town after June 23, 2017 shall not receive any personal leave. As of January 1, 2018, the Personal Leave policy is rescinded and all references to personal leave in the Town’s Personnel Policies and Procedures are deleted. A copy of the stand-alone Personal Leave Policy is included in the agenda packet as back-up material.
2. Eligible employees shall receive managed time off (MTO) leave hours as follows:
    - Eligible full-time employees shall receive 56 hours of MTO leave on June 24, 2017.
    - Eligible part-time employees shall receive a prorated amount of MTO leave on June 24, 2017, based on the number of hours per week that they are officially schedule to work.
3. Any employee who, as of June 24, 2017, has a vacation leave balance in excess of the new maximum vacation accrual limit applicable to the employee, will have until December 7,

2017 to come into compliance with the maximum vacation accrual limit applicable to the employee. Effective December 8, 2017, any vacation leave hours in excess of the maximum vacation accrual limit shall be paid out to the employee at the employee's base rate of pay in the pay check for the pay period ending December 15, 2017.

Staff Recommendation:

Staff recommends approval of the Personnel Policy amendments.

Suggested Motion:

I move to adopt Resolution No. 2017-046, approving and adopting revisions to Chapter 4 - Employment Benefits and Leaves, Chapter 5 - Work Rules and Employee Discipline, and Chapter 8 - Termination of Employment of the Town's Personnel Policies and Procedures.

Attachments

Resolution No. 2017-046

Chapter 4

Chapter 5

Chapter 8

Personal Leave Policy

MARANA RESOLUTION NO. 2017-046

RELATING TO PERSONNEL; APPROVING AND ADOPTING AMENDMENTS TO THE TOWN'S PERSONNEL POLICIES AND PROCEDURES, REVISING CHAPTER 4 - EMPLOYMENT BENEFITS AND LEAVES, CHAPTER 5 – WORK RULES AND EMPLOYEE DISCIPLINE, AND CHAPTER 8 – TERMINATION OF EMPLOYMENT

WHEREAS Chapter 3-3 of the Marana Town Code provides that the Town Council may adopt personnel policies, rules, and regulations that follow the generally accepted principles of good personnel administration and which may be modified or changed from time to time; and

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

WHEREAS the Council finds that adoption of the amendments to the Town's Personnel Policies and Procedures as set forth in this resolution is in the best interests of the Town and its employees.

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

SECTION 1. Chapter 4 of the Town's Personnel Policies and Procedures, entitled "Employment Benefits and Leaves", is hereby amended as set forth in Exhibit A attached to and incorporated by this reference in this resolution, with deletions shown with ~~strikeouts~~ and additions shown with double underlining, and with the following additional provisions:

A. Policy 4-3 "Personal Leave" is removed from Chapter 4 of the Town's Personnel Policies and Procedures and replaced by new Policy 4-3 "Managed Time Off (MTO) Leave" as set forth in Exhibit A. The Personal Leave policy shall remain in effect through December 31, 2017, except that employees who begin employment with the Town after June 23, 2017 shall not receive any personal leave. As of January 1, 2018, the Personal Leave policy is hereby rescinded and all references to personal leave in the Town's Personnel Policies and Procedures are hereby deleted.

B. Eligible employees shall receive managed time off (MTO) leave hours as follows:

    1. Eligible full-time employees shall receive 56 hours of MTO leave on June 24, 2017.

    2. Eligible part-time employees shall receive a prorated amount of MTO leave on June 24, 2017, based on the number of hours per week that they are officially schedule to work.

3. Thereafter, eligible employees shall receive MTO leave hours in accordance with Policy 4-3 "Managed Time Off (MTO) Leave" as set forth in Exhibit A.

C. Any employee who, as of June 24, 2017, has a vacation leave balance in excess of the maximum vacation accrual limit applicable to the employee per Section 4-1-4 of the Town's Personnel Policies and Procedures, as set forth in Exhibit A, will have until December 7, 2017 to come into compliance with the maximum vacation accrual limit applicable to the employee. Effective December 8, 2017, any vacation leave hours in excess of the maximum vacation accrual limit shall be paid out to the employee at the employee's base rate of pay in the pay check for the pay period ending December 15, 2017. Thereafter, all vacation leave balance and accrual limits shall be in accordance with Section 4-1-4 as set forth in Exhibit A.

SECTION 2. Chapter 5 of the Town's Personnel Policies and Procedures, entitled "Work Rules and Employee Discipline", is hereby amended as set forth in Exhibit B attached to and incorporated by this reference in this resolution, with deletions shown with ~~strikeouts~~ and additions shown with double underlining.

SECTION 3. Chapter 8 of the Town's Personnel Policies and Procedures, entitled "Termination of Employment", is hereby amended as set forth in Exhibit C attached to and incorporated by this reference in this resolution, with deletions shown with ~~strikeouts~~ and additions shown with double underlining.

SECTION 4. All ordinances, resolutions, or motions and parts of ordinances, resolutions, or motions of the Council in conflict with the provisions of this resolution are hereby repealed, effective as of the effective date of this resolution.

SECTION 5. The Town's manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the aforementioned amendments.

SECTION 6. The amendments to the Town's Personnel Policies and Procedures approved and adopted by this resolution shall become effective on June 24, 2017.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of May, 2017.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

MARANA AZ

CHAPTER 4

EMPLOYMENT LEAVES AND BENEFITS

POLICY 4-1 VACATION LEAVE

The Town of Marana provides vacation leave with pay to eligible employees.

[No revisions to Sections 4-1-1 through 4-1-3]

Section 4-1-4 Maximum Accrued Hours Permitted

A. Except as provided in paragraph D below, ~~A~~an employee's accrued vacation leave balance shall not be permitted to exceed the hours designated on the following schedule: ~~240 hours.~~

Maximum Vacation Hours	
Length of Service	Maximum Accrued Vacation Hours
0 to 5 years	180 hours
> 5 - 10 years	200 hours
> 10 years	240 hours

B. ~~Therefore, e~~Employees shall not be credited for vacation leave in excess of the maximum accrued hours permitted based on their length of service ~~240 hours~~. Employees who are approaching the ~~240~~ maximum accrued vacation hour cut-off shall be notified by the Finance Department of their vacation leave balance and given the opportunity to request vacation leave before vacation leave hours are forfeited.

C. In extenuating circumstances, the Town Manager may approve an exception to this provision and grant an employee an additional 90 calendar days to come into compliance with the ~~240~~maximum accrued vacation-hour rule without forfeiting any vacation leave. This exception will only be granted once per rolling 12-month period. If the employee fails to come into compliance with the ~~240~~maximum accrued vacation-hour rule within the additional 90-day period, the employee will forfeit all accrued vacation leave in excess of ~~240~~ the maximum accrued hours.

D. Employees in the following categories shall be permitted to accrue a maximum of 240 hours of vacation, regardless of length of service:

1. Deputy or Assistant Town Managers
2. General Managers
3. Department Heads

4. Deputy or Assistant Department Heads with management responsibilities including supervision of staff.

[No revisions to Sections 4-1-5 through 4-1-7]

POLICY 4-2 SICK LEAVE

~~The Town of Marana provides sick leave with pay as income protection to eligible employees.~~

Section 4-2-1 ~~Eligibility~~Definitions

A. For purposes of this policy, "sick leave" means time that is compensated at the same hourly rate and with the same benefits, including health care benefits, as the employee normally earns during hours worked and includes "earned paid sick time" as defined in A.R.S. § 23-371(D). ~~The provisions of this policy apply to all regular full- and part-time classified and unclassified employees, including those serving in an initial evaluation period, and term-limited temporary employees.~~

B. For purposes of this policy, "family member" means:

1. Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of an employee's domestic partner, a child to whom the employee stands *in loco parentis*, or an individual to whom the employee stood *in loco parentis* when the individual was a minor;

2. A biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood *in loco parentis* when the employee or employee's spouse or domestic partner was a minor child;

3. A person to whom the employee is legally married under the laws of any state or a domestic partner of an employee as registered under the laws of any state or political subdivision;

4. A grandparent, grandchild, or sibling (whether of a biological, foster, adoptive, or step relationship) of the employee or the employee's spouse or domestic partner; or

5. Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Section 4-2-2 Accrual of Sick Leave

A. ~~Eligible~~Short-term temporary employees ~~begin to~~ shall accrue sick leave ~~on their effective date of hire~~ at the rate of one hour of sick leave for every 30 hours worked.

B. Prior to June 24, 2017, all regular full- and part-time classified and unclassified employees, including those serving in an initial evaluation period, and term-limited

temporary employees, accrued sick leave at a rate determined by the Town. As of June 24, 2017, regular full- and part-time classified and unclassified employees, including those serving in an initial evaluation period, and term-limited temporary employees, will no longer accrue sick leave. Sick leave hours accrued by these employees prior to June 24, 2017 will be transferred to a sick leave bank for the employee's use. The provisions of this sick leave policy will apply to the sick leave bank and whenever the term "sick leave" is used in these Personnel Policies and Procedures, it shall include sick leave bank hours. An employee shall receive no additional sick leave once the employee has used all the hours in the employee's sick leave bank. ~~When an employee is on leave and a portion of the leave is unpaid, the employee shall accrue sick leave on a prorated basis, based on the number of hours paid by the Town during the pay period. When an employee is on leave and receives no compensation from the Town, the employee shall not accrue sick leave.~~

~~C. Sick leave shall accrue without limit.~~

~~**Section 4-2-3 Rate of Accrual**~~

~~A. Eligible full-time employees shall accrue sick leave at the rate of 3.08 hours per pay period.~~

~~B. Eligible part-time employees shall accrue sick leave on a prorated basis each pay period based on the number of hours paid by the Town during the pay period.~~

Section 4-2-43 Permitted Uses

~~A. Eligible employees may use sick leave after 30 days of employment.~~

~~B.~~ ~~Eligible~~ Eemployees shall be permitted to use sick leave for the following reasons:

1. Personal illness, disease or injury or surgical, medical, dental or optical appointments, including regular, preventative care appointments, and travel time to and from medical appointments. ~~a physician's office~~
2. Medical conditions that prevent the employee from performing assigned tasks.
3. ~~Surgical, medical, dental or optical appointments, including regular, preventative care appointments, that must be made during working hours and travel time to and from such appointments.~~
4. Illness or injury of ~~immediate~~ a family member or surgical, medical, dental or optical appointments, including regular, preventative care appointments, for a~~n immediate~~ family member and related travel time to and from medical appointments. ~~a physician's office~~. ~~For purposes of this policy, "immediate family member" shall be defined as the spouse, children, parents, grandparents, brothers, sisters or other individuals whose relationship to the employee is that of a dependent. A relative~~

~~who, because of family circumstances, has been a parent substitute to the employee may be considered the mother or father in this definition.~~

4. Any FMLA-qualifying reason not otherwise listed in this section.

5. Any reason listed in A.R.S. § 23-373(A).

Section 4-2-~~5~~4 Notification to Supervisor

A. For unplanned absences, ~~such as when an employee is unable to report to work due to illness or injury,~~ the employee shall notify his or her direct supervisor before the scheduled start of the employee's work day. The employee shall also contact his or her direct supervisor on each additional day of absence unless the employee ~~is on FMLA leave or~~ has notified the supervisor in advance of the number of days the employee will be absent.

B. Upon return to work, the employee shall submit a leave request form to his or her direct supervisor for the time missed. ~~Requests for leave are subject to the approval of the supervisor and the supervisor may require the employee to submit a medical verification statement from a health care provider verifying the need for the sick leave absence.~~

~~B~~C. For planned absences pursuant to this policy, such as a planned appointment or medical procedure, an employee shall make a good faith effort to provide notice of the need for such time to the employer in advance of the use of the sick leave and shall make a reasonable effort to schedule the use of sick leave in a manner that does not unduly disrupt the operations of the employer. The employee shall submit a leave request form to his or her direct supervisor as soon as the employee becomes aware of the need for the planned absence. ~~Requests for leave are subject to the approval of the supervisor and the supervisor may require the employee to submit a medical verification statement from a health care provider verifying the need for the sick leave absence.~~

Section 4-2-~~6~~5 ~~Medical Verification~~Reasonable Documentation of Sick Leave Use

A. If an employee uses sick leave for three or more consecutive days, the employee's supervisor or Department Head may require the employee to submit reasonable documentation, as defined in A.R.S. § 23-373(G), that the sick leave has been used for a purpose covered by Section 4-2-3 ~~a medical verification statement from a health care provider verifying the need for the sick leave absence~~.

B. ~~If an employee exhibits an unusual pattern of sick leave absences, such as recurring absences on the days immediately preceding and/or immediately following the employee's regularly scheduled days off or Town approved holidays, the employee's supervisor or Department Head may require the employee to submit a medical~~

~~verification statement from a health care provider verifying the need for the sick leave absence.~~

~~C.~~ If the employee fails to provide the required ~~medical verification~~ documentation or if the employee's Department Head determines, in consultation with the Human Resources Director or designee, that the ~~verification~~ documentation provided by the employee is inadequate, the absence may be charged to another category of leave or considered leave without pay.

~~D.~~C. The employee's department shall forward ~~medical verification statements~~ documentation received pursuant to this section to the Human Resources Department.

Section 4-2-~~7~~6 Additional Conditions of Eligibility

A. When applicable, an employee requesting to use sick leave must apply for any other available compensation and benefits that the employee may be eligible to receive under disability insurance coverage provided by the Town, such as workers' compensation and short- and long-term disability.

B. Sick leave benefits may be used to supplement any payments that an employee is eligible to receive from workers' compensation or any disability insurance programs paid for by the Town.

C. The employee's pay shall not exceed the employee's normal weekly earnings through any combination of paid leave and other payments received by the employee, such as disability insurance payments, or workers' compensation benefits. If the combination of payments results in the employee being paid more than his or her normal weekly earnings, the Town shall require the employee to reimburse the Town for the overpayment.

~~**Section 4-2-8 No Sick Leave Available**~~

~~An employee who has exhausted accrued sick leave may request leave without pay.~~

~~**Section 4-2-9 Transfer of Sick Leave Hours to Vacation Leave**~~

~~A. If an eligible employee who has successfully completed the initial evaluation period uses less than 16 hours of sick leave during a calendar year, the employee may submit a request to transfer the unused portion of the 16 hours, up to a maximum of 16 hours, to vacation leave.~~

~~B. The employee must request the transfer in writing to the Finance Department by the deadline set by the Finance Department. If an employee does not request the transfer, the hours will not automatically be transferred.~~

~~C. Hours not transferred shall remain in the employee's sick leave balance each calendar year until they are approved for use in accordance with the sick leave policies in this chapter.~~

~~D. If the transfer of sick leave hours to the employee's vacation leave total would cause the employee's accrued vacation leave to exceed the maximum vacation leave hours allowed under this chapter, the employee's request for transfer shall be denied.~~

Section 4-2-~~10~~7 Payment of Sick Leave Upon Termination of Employment

A. Employees shall not be compensated for unused accrued sick leave or sick leave bank hours upon termination of employment.

B. If an ~~regular full- or part-time classified~~ employee is laid off and then recalled within a 12 calendar month period following the effective date of the layoff, the employee's previous unused accrued sick leave balance or sick leave bank hours shall be restored at the time of the employee's re-employment.

[POLICY 4-3 PERSONAL LEAVE IS REMOVED FROM CHAPTER 4 OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL BUT SHALL REMAIN IN EFFECT THROUGH DECEMBER 31, 2017]

POLICY 4-3 MANAGED TIME OFF (MTO) LEAVE

The Town of Marana provides managed time off (MTO) leave to eligible employees to allow for necessary rest and relaxation away from work, for attendance at commitments outside of work, and for income protection during medical leave. Employees are expected to responsibly use their MTO leave.

Section 4-3-1 Purpose and Intent

It is the purpose and intent of the Town of Marana that this policy shall comply with and exceed the requirements of "The Fair Wages and Healthy Families Act," in accordance with A.R.S. § 23-372(E) which provides that any employer with a paid leave policy who makes available an amount of paid leave sufficient to meet the accrual requirements of the Act that may be used for the same purposes and under the same conditions as earned paid sick time under the Act is not required to provide additional paid sick time.

Section 4-3-2 Definitions

A. For purposes of this policy, MTO leave means time that is compensated at the same hourly rate and with the same benefits, including health care benefits, as the employee

normally earns during hours worked and includes "earned paid sick time" as defined in A.R.S. § 23-371(D).

B. For purposes of this policy, "family member" means:

1. Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of an employee's domestic partner, a child to whom the employee stands *in loco parentis*, or an individual to whom the employee stood *in loco parentis* when the individual was a minor;
2. A biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood *in loco parentis* when the employee or employee's spouse or domestic partner was a minor child;
3. A person to whom the employee is legally married under the laws of any state or a domestic partner of an employee as registered under the laws of any state or political subdivision;
4. A grandparent, grandchild, or sibling (whether of a biological, foster, adoptive, or step relationship) of the employee or the employee's spouse or domestic partner; or
5. Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Section 4-3-3 Eligibility

The provisions of this policy apply to all benefit-eligible regular full- and part-time classified and unclassified employees, including those serving in an initial evaluation period, and term-limited temporary employees. Eligible employees may request to use MTO leave at any time after start of employment.

Section 4-3-4 Amount of Managed Time Off Leave

A. Eligible full-time employees shall receive 112 hours of MTO leave at the beginning of each calendar year.

B. Eligible part-time employees shall receive a prorated amount of MTO leave at the beginning of each calendar year based on the number of hours per week that they are officially scheduled to work.

C. Eligible employees who begin employment after the beginning of any calendar year shall receive a prorated amount of MTO leave based on the portion of the calendar year that remains.

D. When an employee is on leave at the beginning of a calendar year, even if a portion of the leave is unpaid, the employee shall still receive the full allotment of MTO leave.

E. As an incentive to recruit and retain key employees, the Town Manager may, upon hiring or in connection with an annual performance evaluation, grant additional MTO leave, up to an additional 40 hours per calendar year, to employees in the following categories:

1. Deputy or Assistant Town Managers
2. General Managers
3. Department Heads
4. Deputy or Assistant Department Heads with management responsibilities including supervision of staff.

F. If the Town Manager grants additional MTO leave pursuant to paragraph E of this section, the additional MTO leave shall be granted to the employee for subsequent calendar years unless and until the Town Manager, in his or her sole discretion, determines that the employee's performance and/or workload no longer justify the granting of additional MTO leave. The Town Manager's decision regarding MTO leave is not subject to review under the personnel action review procedures set forth in Chapter 5 of these Personnel Policies and Procedures.

G. MTO leave shall accrue without limit.

Section 4-3-5 Request for Planned Managed Time Off Leave

A. Eligible employees may request to use planned MTO leave for up to two consecutive days for any purpose, including the reasons listed in A.R.S. § 23-373(A).

B. Eligible employees may request to use planned MTO leave for more than two consecutive days in the increments of time the employee reasonably needs to use based on the purpose of the leave. Planned MTO leave for more than two consecutive days may be used for any of the following purposes:

1. Personal illness, disease or injury, or surgical, medical, dental or optical appointments, including regular, preventative care appointments, and travel time to and from medical appointments.
2. Medical conditions that prevent the employee from performing assigned tasks.
3. Illness or injury of family member or surgical, medical, dental or optical appointments, including regular, preventative care appointments, for a family member and related travel time to and from medical appointments.
4. Any FMLA-qualifying reason not otherwise listed in this paragraph.
5. Any reason listed in A.R.S. § 23-373(A).

C. Employees must request to use planned MTO leave in advance. Leave request forms shall be submitted as far in advance as possible. Employees shall make a good faith effort to provide notice of the need for such time to the employer in advance of the use of the MTO leave and shall make a reasonable effort to schedule the use of MTO leave in a manner that does not unduly disrupt the operations of the employer.

D. No more than two planned MTO leave days may be used in conjunction with the use of vacation leave, unless the use is for medical purposes.

Section 4-3-6 Request for Unplanned Managed Time Off Leave

A. Eligible employees may request to use unplanned MTO in the increments of time the employee reasonably needs to use based on the purpose of the leave for any of the following unforeseen reasons:

1. Personal illness, disease or injury, or surgical, medical, dental or optical appointments, including regular, preventative care appointments, and travel time to and from medical appointments.
2. Medical conditions that prevent the employee from performing assigned tasks.
3. Illness or injury of family member or surgical, medical, dental or optical appointments, including regular, preventative care appointments, for a family member and related travel time to and from medical appointments.
4. Any FMLA-qualifying reason not otherwise listed in this paragraph.
5. Any reason listed in A.R.S. § 23-373(A).
6. Emergencies or other similar circumstances necessitating the employee's absence from work.

B. For unplanned MTO leave, the employee shall notify his or her direct supervisor before the scheduled start of the employee's work day. The employee shall also contact his or her direct supervisor on each additional day of absence unless the employee has notified the supervisor in advance of the number of days the employee will be absent.

C. Upon return to work, the employee shall submit a leave request form to his or her direct supervisor for the time missed.

Section 4-3-7 Reasonable Documentation of Managed Time Off Leave Use

A. If an employee uses planned or unplanned MTO leave for three or more consecutive days, the employee's supervisor or Department Head may require the employee to submit reasonable documentation, as defined in A.R.S. § 23-373(G), that the MTO leave has been used for a purpose listed in Section 4-3-5 or 4-3-6. If the employee fails to provide the required documentation, or if the employee's Department Head determines,

in consultation with the Human Resources Director or designee, that the documentation provided by the employee is inadequate, the absence will be considered leave without pay.

B. The employee's department shall forward documentation received pursuant to this section to the Human Resources Department.

Section 4-3-8 Additional Conditions of Eligibility

A. When applicable, an employee requesting to use MTO leave for medical purposes must apply for any other available compensation and benefits that the employee may be eligible to receive under disability insurance coverage provided by the Town, such as workers' compensation and short- and long-term disability.

B. MTO leave benefits may be used to supplement any payments that an employee is eligible to receive from workers' compensation or any disability insurance programs paid for by the Town.

C. The employee's pay shall not exceed the employee's normal weekly earnings through any combination of paid leave and other payments received by the employee, such as disability insurance payments, or workers' compensation benefits. If the combination of payments results in the employee being paid more than his or her normal weekly earnings, the Town shall require the employee to reimburse the Town for the overpayment.

Section 4-3-9 Termination of Employment

A. Employees shall not be compensated for unused accrued MTO leave upon termination of employment.

B. If an employee is laid off and then recalled within a 12 calendar month period following the effective date of the layoff, the employee's previous unused accrued MTO leave balance shall be restored at the time of the employee's re-employment.

POLICY 4-4 HOLIDAYS

The Town of Marana provides paid time off to eligible employees for Town Council-approved holidays. Regular Town operations are officially closed during these approved holidays.

[No revisions to Section 4-4-1]

Section 4-4-2 Town-Approved Holidays

A. The Town-approved holidays for each calendar year are as follows.

1. New Year's Day (January 1)
2. Martin Luther King, Jr./Civil Rights Day (third Monday in January)
3. Presidents' Day (third Monday in February)
4. Memorial Day (last Monday in May)
5. Independence Day (July 4)
6. Labor Day (first Monday in September)
7. Veterans' Day (November 11)
8. Thanksgiving Day (fourth Thursday in November)
9. Day after Thanksgiving (fourth Friday in November)
10. Christmas Eve (December 24)
11. Christmas Day (December 25)

B. The Town Council, at its sole discretion, may approve additional holidays in any calendar year.

[No revisions to Section 4-4-3]

Section 4-4-4 Miscellaneous Rules

A. If a Town-approved holiday falls on a day when an eligible employee is on approved paid vacation, MTO, personal, or sick leave, the employee shall receive paid time off for the Town-approved holiday and deductions will not be taken from the employee's vacation, MTO, personal, or sick leave balances for that day.

B. If a Town-approved holiday falls on an eligible employee's regularly scheduled day off, the employee shall receive paid time off for that holiday based on the number of hours they are regularly scheduled to work.

[No revisions to Section 4-4-5]

[NO REVISIONS TO POLICY 4-5 MILITARY LEAVE]

[NO REVISIONS TO POLICY 4-6 BEREAVEMENT LEAVE]

POLICY 4-7 FAMILY AND MEDICAL LEAVE

In accordance with the Family and Medical Leave Act (FMLA) of 1993 and the National Defense Authorization Acts (NDAA) of 2008 and 2010, the Town of Marana provides job-protected

family and medical leaves of absence without pay to eligible employees who are temporarily unable to work due to an FMLA-qualifying reason.

The provisions of this policy are not intended to conflict with or supersede federal law, nor should they be interpreted or construed to do so. If any provision of this policy conflicts with federal law, federal law shall control.

[No revisions to Sections 4-7-1 through 4-7-2]

Section 4-7-3 Eligibility

A. An "eligible employee" under the FMLA is a classified or unclassified employee who has:

   1. Worked for the Town for at least 12 months; and

   2. Worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the FMLA leave.

B. The 12 months required by paragraph (A)(1) above need not be consecutive months. If an employee is maintained on the payroll for any part of a week, including any periods of paid (MTO, sick, vacation) or unpaid leave ~~(sick, vacation)~~ during which other benefits or compensation are provided by the Town (e.g., workers' compensation, group health plan benefits, etc.), the week counts as a week of employment. For purposes of determining whether intermittent/occasional/casual employment qualifies as "at least 12 months," 52 weeks is deemed to be equal to 12 months.

C. Whether an employee has worked the minimum 1,250 hours is determined according to the principles established under the Fair Labor Standards Act (FLSA) for determining compensable hours of work.

[No revisions to Sections 4-7-4 through 4-7-6]

Section 4-7-7 Use of ~~Accrued~~ Paid Leave

FMLA leave is unpaid leave, unless an employee uses ~~accrued~~ paid leave balances during the FMLA leave period as described in this section. The Town requires employees to use all paid leave balances concurrently with approved FMLA leave before leave without pay is used, except that an employee may choose to retain a sick or MTO leave balance of up to 40 hours. The use of paid leave time is subject to the leave policies set forth in this chapter.

[No revisions to Sections 4-7-8 through 4-7-13]

Section 4-7-14 Maintenance of Group Health Plan Benefits

A. Subject to the terms, conditions and limitations of the applicable group health insurance plans, the Town of Marana shall maintain group health plan benefits, including family coverage, for an employee on FMLA leave on the same terms as if the employee continued to work.

B. An employee who is on paid FMLA leave via the use of ~~accrued~~ paid leave balances shall continue to pay his or her share of the group health plan insurance premium, if any, through payroll deductions.

C. An employee who is on unpaid FMLA leave shall make arrangements with the Human Resources and Finance Departments to make payments for his or her share of the group health plan insurance premium, if any. If payment is more than 30 days overdue, the Town shall provide written notice to the employee that payment has not been received and that coverage will be dropped. The notice shall be mailed to the employee at least 15 days before coverage is to be dropped. If the Town pays any of the employee's share of group health plan premiums, the Town may require the employee to reimburse the Town for the employee's share. If coverage is dropped, it shall be dropped retroactively to the date the unpaid premium payment was due and the provisions of the federal COBRA law shall apply.

D. The Town's obligation to maintain group health plan benefits under this section stops if and when the employee informs the Town of an intent not to return to work at the end of the leave period or if the employee fails to return to work when the FMLA leave entitlement is exhausted. In some circumstances, the Town may recover its share of premiums it paid to maintain group health plan insurance coverage for an employee who fails to return to work from FMLA leave.

Section 4-7-15 Maintenance of Other Benefits

A. The Town has no obligation to maintain insurance and other benefits, such as life insurance or disability insurance, that are not considered to be a "group health plan", while an employee is on FMLA leave. The Town will meet its responsibilities to provide equivalent benefits to the employee upon return from FMLA leave.

B. An employee who is on paid FMLA leave via the use of ~~accrued~~ paid leave balances shall continue to pay his or her share of any non-group health plan insurance premiums through payroll deductions.

C. An employee who is on unpaid FMLA leave must make payment arrangements with the Human Resources and Finance Departments for his or her share of any non-group health plan insurances premiums. If payment is more than 30 days overdue, the Town

shall provide written notice to the employee that payment has not been received and that coverage will be dropped. The notice shall be mailed to the employee at least 15 days before coverage is to be dropped. If the Town pays any of the employee's share of non-group health plan premiums, the Town may require the employee to reimburse the Town for the employee's share. If coverage is dropped, it shall be dropped retroactively to the date the unpaid premium payment was due.

[No revisions to Sections 4-7-16 through 4-7-19]

POLICY 4-8 ADMINISTRATIVE LEAVE

The Town of Marana may provide administrative leave with or without pay to eligible employees as described in this policy.

[No revisions to Sections 4-8-1 through 4-8-3]

Section 4-8-4 Compensation

A. Administrative leave for medical or non-medical purposes may be paid or unpaid, as described in this section.

B. The Town requires employees to use all paid leave balances concurrently with approved administrative leave before leave without pay is used, except that an employee may choose to retain a sick or MTO leave balance of up to 40 hours. The use of paid leave time is subject to the leave policies set forth in this chapter.

C. If an employee does not have any ~~accrued~~ paid leave balances or exhausts all paid leave, other than the 40 hours of sick or MTO leave the employee is permitted to retain, the employee shall be placed on unpaid administrative leave.

[No revisions to Section 4-8-5]

Section 4-8-6 Maintenance of Benefits

A. An employee who is on paid administrative leave via the use of ~~accrued~~ paid leave balances shall continue to pay his or her share of any group health plan and other insurance premiums through payroll deductions.

B. An employee who is on unpaid administrative leave must pay both the employee's and the Town's share of any group health plan and other insurance premiums in order to maintain coverage. The employee must make payment arrangements with the Human Resources and Finance Departments. If payment is more than 30 days overdue, the Town shall provide written notice to the employee that payment has not been received

and that coverage will be dropped. The notice shall be mailed to the employee at least 15 days before coverage is to be dropped. If the Town pays any of the employee's or the Town's share of group health plan or other premiums in order to maintain coverage, the Town may require the employee to reimburse the Town. If coverage is dropped, it shall be dropped retroactively to the date the unpaid premium payment was due and the provisions of the federal COBRA law shall apply.

[No revisions to Sections 4-8-7 through 4-8-9]

POLICY 4-9 LEAVE DONATION

Eligible employees may receive contributions of leave from other employees as outlined in this policy if the employee is unable to return to work due to his or her own serious health condition or the serious health condition of a~~n immediate~~ family member as defined in this policy.

Section 4-9-1 Definitions

A. For purposes of this policy, "serious health condition" shall be defined as set forth in Policy 4-7 (Family and Medical Leave) of these Personnel Policies and Procedures.

B. For purposes of this policy, "~~immediate~~ family member" shall be defined as set forth in Policy 4-2 (Sick Leave) of these Personnel Policies and Procedures.

Section 4-9-2 Eligibility

A. The provisions of this policy apply to all regular full- and part-time classified and unclassified employees, including those serving in an initial evaluation period, and term-limited temporary employees.

B. To be eligible to receive and use donated leave, employees must meet all of the following criteria:

1. Be on approved FMLA leave or administrative leave for medical purposes.
2. Have exhausted all ~~accrued~~ paid leave balances that the employee is eligible to use.
3. Have applied for any other available compensation and benefits that the employee may be eligible to receive under disability insurance coverage provided by the Town, such as workers' compensation and short- and long-term disability.

C. Eligible employees shall not be permitted to use donated leave if they have been unable to perform the full essential functions of their position, with or without a reasonable accommodation, for a period of time equivalent to 12 months in a 24-month period. For purposes of tracking leave time, 12 months will be measured based on 2080 hours for full-time employees and pro-rated for part-time employees.

[No revisions to Section 4-9-3]

Section 4-9-4 Donation of Leave

A. Employees may donate leave by submitting a completed leave donation form, available in the Human Resources Department, to the Human Resources Department. The identity of donating employees will be kept confidential.

B. Employees must submit a new leave donation form for each FMLA leave or administrative leave for medical purposes period during which the employee desires to donate leave and for each person the employee desires to donate leave to.

C. Employees may donate vacation, MTO, or sick leave, pursuant to the following conditions:

   1. Donating employees must maintain a total cumulative balance of 80 hours of sick, MTO, and vacation leave.

   2. Employees may only donate up to a combined total of 40 hours of sick and MTO leave per calendar year. Employees may donate as much vacation leave as they choose, provided that the mandated 80-hour balance is maintained.

D. Employees must donate leave in full day increments, based on the number of hours in the receiving employee's work day. That is, if the receiving employee works eight hour days, the donating employee must donate leave in eight-hour increments; if the receiving employee works ten hour days, the donating employee must donate leave in ten-hour increments, and so on.

E. Employees must pledge up to a certain maximum amount of leave hours they will donate for a particular employee during a particular leave period. The pledged leave hours will remain in the donating employees leave banks unless and until they are needed by the receiving employee, at which time the Finance Department will draw from the pledged leave hours.

F. The Human Resources Department will review the leave donation form to ensure that the donation complies with the provisions of this policy. As the Finance Department draws from the pledged leave hours, the Finance Department will monitor the donation to ensure continued compliance with the mandatory 80-hour leave balance provision of this policy.

G. If more than one employee donates leave to a particular employee, leave will be deducted from the donors' leave balances on a rotating basis, in the order it was donated, in full day increments, based on the number of hours in the receiving employee's work day.

H. There is no limit on the amount of donated leave eligible employees may receive, except that the total time the employee is unable to perform the essential functions of his or her

regular position, with or without a reasonable accommodation, shall not exceed the equivalent of 12 months in any 24-month period. For purposes of tracking leave time, 12 months will be measured based on 2080 hours for full-time employees and pro-rated for part-time employees.

I. Donated leave hours may only be drawn from and used by the receiving employee while the donating employee is an active Town employee.

J. The receiving employee and the Town are under no obligation to repay any used donated leave to the donating employee.

[No revisions to Sections 4-9-5 through 4-9-6]

Section 4-9-7 Leave Accrual

A. An employee who is on leave and using donated leave shall not accrue any sick or vacation leave during the leave period.

B. An employee who is on leave and using donated leave at the beginning of a calendar year shall still receive the full allotment of ~~personal~~ MTO leave.

[NO REVISIONS TO POLICY 4-10 GROUP BENEFITS]

POLICY 4-11 WORKERS' COMPENSATION

Under Arizona law, it is mandatory for employers to secure workers' compensation insurance for their employees. Workers' compensation is a "no fault" system in which an injured or ill employee is entitled to receive benefits for a job-related injury or illness, no matter who caused the injury or illness. If an illness or injury is job-related, then the injured employee is eligible to receive medical benefits and may receive temporary compensation, if eligibility requirements are met. In some cases, a claimant may also receive permanent compensation benefits, job retraining, and supportive medical care.

The provisions of this policy are not intended to conflict with or supersede state law, nor should they be interpreted or construed to do so. If any provision of this policy conflicts with state law, state law shall control.

[No revisions to Sections 4-11-1 through 4-11-3]

Section 4-11-4 Use of Leave

A. On the day of the accident, injury or illness, the employee will not be required to use sick, MTO, or other leave for an absence that is a direct result of the accident, injury or

illness. The employee shall record time spent during the work day addressing the accident, injury or illness, such as seeking medical attention, as "industrial leave" on his or her time sheet or attendance record. The employee will not be paid wages for any time spent addressing the accident, injury or illness outside the employee's scheduled work day.

B. Beginning with the first work day following the day of the accident, injury or onset of illness, the employee may use any ~~accrued~~ leave balances for absences related to the accident, injury or illness. Any request to use paid leave balances will be considered in accordance with the leave policies set forth in this chapter.

C. If the employee used ~~accrued~~ leave balances for time lost and the workers' compensation carrier then provides retroactive compensation benefits for lost wages, the Town shall reimburse the employee's leave balances in the appropriate amount and type of leave for the time lost that is retroactively paid through compensation benefits. The Town will correct the overpayment to the employee in the next regular pay cycle or cycles by reducing the employee's hours paid by the Town.

D. The employee's pay shall not exceed the employee's normal weekly earnings through any combination of workers' compensation benefits, paid leave and other payments received by the employee. If the combination of payments results in the employee being paid more than his or her normal weekly earnings, the Town shall require the employee to reimburse the Town for the overpayment.

E. For any absences during which the employee is receiving compensation benefits for lost wages from the workers' compensation carrier, the payroll liaison for the employee's department shall record the employee's time on a time sheet or attendance record allocating that portion of the employee's time that is being paid by the workers' compensation carrier as "industrial leave" and the remainder of the employee's time as paid or unpaid leave, as applicable.

F. When an employee with a job-related injury or illness returns to work, either in his or her normal assignment or in an alternative work assignment (light/restricted duty), the employee must use sick <u>or MTO</u> leave or other approved leave for absences due to medical appointments, including physical therapy, for the job-related injury or illness. Any request to use paid leave balances will be considered in accordance with the leave policies set forth in this chapter.

G. The Town shall not approve the use of sick<u>, MTO,</u> or vacation leave for an employee who has an injury, illness or disease incurred while employed by another employer.

Section 4-11-5 Maintenance of Benefits

A. An employee who uses ~~accrued~~ paid leave balances to supplement compensation benefits for lost wages due to a job-related injury or illness shall continue to pay his or

her share of any group health plan and other insurance premiums through payroll deductions.

B. An employee who does not use ~~accrued~~ paid leave balances to supplement compensation benefits for lost wages due to a job-related injury or illness shall make arrangements with the Human Resources and Finance Departments to make payments for his or her share of any group health plan and other insurance premiums. If payment is more than 30 days overdue, the Town shall provide written notice to the employee that payment has not been received and that coverage will be dropped. The notice shall be mailed to the employee at least 15 days before coverage is to be dropped. If the Town pays any of the employee's share of group health plan or other premiums in order to maintain coverage, the Town may require the employee to reimburse the Town. If coverage is dropped, it shall be dropped retroactively to the date the unpaid premium payment was due and the provisions of the federal COBRA law shall apply.

[No revisions to Sections 4-11-6 through 4-11-7]

POLICY 4-12 SUPPLEMENTAL BENEFITS PLAN FOR PUBLIC SAFETY EMPLOYEES

Pursuant to A.R.S. §38-961, the Town of Marana is required to provide a supplemental benefits plan for eligible public safety employees who are injured on the job and unable to perform the functions of their position.

The provisions of this policy are not intended to conflict with or supersede state law, nor should they be interpreted or construed to do so. If any provision of this policy conflicts with state law, state law shall control.

[No revisions to Sections 4-12-1 through 4-12-5]

Section 4-12-6 Paid Leave Balances

A. An employee shall not accrue <u>or be allotted</u> any additional sick, <u>MTO,</u> vacation, personal or compensatory leave while the employee is participating in the supplemental benefits plan.

B. An employee's <u>MTO,</u> sick, vacation, personal and compensatory leave balances shall not be decreased while the employee is participating in the supplemental benefits plan.

C. If the employee used ~~accrued~~ leave balances to supplement workers' compensation benefits for lost wages prior to being approved for the plan, the Town shall reimburse the employee's leave balances in the appropriate amount and type of leave for the time lost that is retroactively paid through the supplemental benefits plan. The Town will

correct the overpayment to the employee in the next regular pay cycle or cycles by reducing the employee's hours paid by the Town.

[No revisions to Section 4-12-7]

[NO REVISIONS TO POLICY 4-13 BENEFITS CONTINUATION/COBRA]

[NO REVISIONS TO POLICY 4-14 ALTERNATIVE WORK ASSIGNMENTS/LIGHT DUTY]

POLICY 4-15 CIVIC DUTY

The Town of Marana encourages employees to fulfill their civic responsibilities as citizens and provides civic duty leave to eligible employees as described in this policy.

[No revisions to Section 4-15-1]

Section 4-15-2 Jury Duty

A. Eligible employees shall be granted up to ten days of paid jury duty leave during any rolling 12-month period.

B. Employees shall provide a copy of the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate the employee's absence.

C. Employees on jury duty shall be paid their regular base rate of pay provided that they submit any juror fee payments received from the court, excluding mileage and per diem payments, to the Finance Department. Employees may keep mileage and per diem payments.

D. If an employee is required to serve on jury duty beyond the period of paid jury duty leave, the employee may request to use ~~accrued~~ vacation, MTO, personal, or compensatory leave balances or may request administrative leave for non-medical purposes.

E. Employees shall report for work while on jury duty whenever the court schedule permits.

F. The Department Head may ask the employee to request an excuse or postponement from jury duty if, in the Department Head's judgment, the employee's absence would create serious operational difficulties.

Section 4-15-3 Witness Duty

A. Eligible employees shall be granted up to 40 hours of paid time off for each instance in which the employee is subpoenaed to appear in court as a witness in a case. This section does not apply to employees who are subpoenaed to appear in court as a part of their regular job responsibilities, such as police officers. Employees who are subpoenaed to appear in court as a part of their regular job responsibilities are considered to be on duty while responding to the subpoena.

B. Employees shall provide a copy of the subpoena to their supervisor immediately after it is received so that the supervisor may make arrangements to accommodate the employee's absence.

C. Employees under subpoena shall be paid their regular base rate of pay provided that they submit any witness fee payments, excluding mileage and per diem payments, to the Finance Department. Employees may keep mileage and per diem payments.

D. If an employee is required to appear in court beyond the period of paid leave provided by this section, the employee may request to use ~~accrued~~ vacation, MTO, personal or compensatory leave balances or may request administrative leave for non-medical purposes.

E. Employees under subpoena shall report for work whenever the court schedule permits.

F. Employees are not eligible for witness duty leave for time spent in court on personal matters without a subpoena. Employees shall request the use of ~~accrued~~ leave ~~balances~~ for these court matters.

[No revisions to Section 4-15-4]

MARANA AZ

CHAPTER 5

WORK RULES AND EMPLOYEE DISCIPLINE

POLICY 5-1 HOURS OF WORK

An employee is expected to work the days and hours necessary to perform all assigned responsibilities and tasks in order to provide continuity of services to citizens and to facilitate teamwork and supervision. Attendance is an essential function of every Town position and shall be a consideration in determining promotions, transfers, satisfactory completion of performance periods and continued employment with the Town.

[No revisions to Sections 5-1-1 through 5-1-2]

Section 5-1-3 Absences and Tardiness

A. Advance notice of all absences is expected. Employees shall provide notice of scheduled absences as far in advance of the absence as possible ~~and no later than 24 hours before the absence~~. Employees shall provide notice of unscheduled absences ~~within one-half hour~~ before the scheduled start of their work day~~, unless other notice requirements are established by written departmental standard operating procedures~~. If the employee is physically unable to notify his or her supervisor within the time frame required by this policy, the employee shall provide notice as soon as possible. ~~If applicable, the supervisor may request medical verification of an employee's incapacitation, from a licensed health care provider as provided in Policy 4-2 of these Personnel Policies and Procedures.~~

B. Advance notice of anticipated tardiness is expected. Employees shall provide notice of anticipated tardiness as far in advance of the tardiness as possible ~~and no later than 24 hours before the tardiness~~. Employees shall provide notice of unanticipated tardiness as soon as possible. The employee's supervisor shall determine if work time lost due to tardiness may be made up by the employee or if the employee will be required to use accrued leave balances or take leave without pay. If authorized by the employee's supervisor, the employee may make up work time lost due to tardiness only during the work week in which it occurs.

C. Notification of an unscheduled absence or tardiness by another employee, friend or relative is not considered proper except in an emergency situation where the employee is physically unable to make the notification.

D. ~~Departments are responsible for establishing procedures for employee notification of unscheduled absences or tardiness.~~ Generally, unless provided otherwise by a written department procedure, employees are expected to speak with their direct supervisor regarding an unscheduled absence or tardiness within the time-frames provided by this section ~~policy~~.

E. Poor attendance and frequent tardiness are disruptive to the provision of Town services and may lead to disciplinary action, up to and including termination of employment.

[No revisions to Section 5-1-4)

Section 5-1-5 Leave without Pay

A. Employees are expected to responsibly use and manage their vacation, sick, and managed time off (MTO) leave balances and maintain appropriate leave balances for their use.

B. A leave without pay for time off in excess of the employee's vacation, sick, and MTO leave balances is inconsistent with the general needs and requirements of the Town, unless the leave is part of an approved FMLA or administrative leave, or is due to a workplace injury qualifying for workers' compensation benefits.

C. Employees may request leave without pay by submitting a leave request form to the Department Head. Requests for leave without pay shall be submitted as far in advance of the requested leave as possible.

D. Requests for leave without pay must be approved in writing by the Department Head, in consultation with the Human Resources Director or designee. Requests may be denied at the discretion of the Department Head.

E. The decision to deny leave without pay is not subject to review under the personnel action review procedures set forth in Chapter 5 of these Personnel Policies and Procedures or within any other Town policy or procedure.

[NO REVISIONS TO POLICY 5-2 PERSONNEL FILES]

[NO REVISIONS TO POLICY 5-3 PERSONAL APPEARANCE]

[NO REVISIONS TO POLICY 5-4 COMMUNICATION SYSTEMS AND EQUIPMENT]

POLICY 5-5 DISCIPLINE SYSTEM

Each supervisor shall have the responsibility and authority, with the approval of the Department Head and/or General Manager, to administer appropriate discipline to subordinates using a positive progressive discipline process as a corrective measure.

[No revisions to Sections 5-5-1 through 5-5-4]

Section 5-5-5 Grounds For Disciplinary Action

Grounds for disciplinary action, up to and including termination, include, but are not limited to, the following:

A. Dishonesty, including intentionally giving false information, intentionally falsifying records or making false statements when applying for employment, lying to supervisors in connection with the employee's job, giving false information or lying about the reason for an absence from work, or falsifying time sheets or other payroll records.

B. Discrimination or failure to abide by Equal Employment Opportunity regulations, including sexual or other harassment of a protected class.

C. Reporting to work under the influence of alcohol or drugs or using such substances while on Town property.

D. Theft or removal of Town money, merchandise or property, including property in the custody of the Town, without permission.

E. Unauthorized or unlawful possession of firearms, other weapons or explosives in Town facilities or while on Town business.

F. Conviction of a criminal offense.

G. Acts of workplace violence, including violence or threats of violence in the workplace or against other employees or members of the public.

H. Insubordination.

I. Failure to maintain the minimum qualifications of the employee's position.

J. Inability to perform the full essential functions of the employee's regular position, with or without a reasonable accommodation, for greater than 12 months in a 24-month period, as defined in these Personnel Policies and Procedures.

K. Failure to uphold the Town's Cultural Values.

L. Being absent from work without permission or failure to report to the supervisor, Department Head or General Manager when one is absent.

M. Being habitually absent or tardy for any reason.

N. Failure to follow the orders of one's supervisor(s).

O. Inability or unwillingness to perform the assigned job; failure to perform assigned work in an efficient or effective manner.

P. Participation in prohibited political activities.

Q. Acceptance of fees, gifts or other valuable items in the performance of the employee's official duties for the Town.

R. Any action, on or off the job, bringing discredit to the Town.

S. Violation of any Town policies, administrative directives, or ordinances, or state or federal law.

T. Violating safety rules and regulations; being wasteful of material, property or working time; failure to observe proper security or safety procedures.

U. Inability to get along with fellow employees so that the work being done is hindered and not up to required levels; speaking critically or making derogatory or false accusations so as to discredit other employees or supervisors.

V. The use of profanity or abusive language towards a fellow employee or member of the general public while performing official duties as a Town employee.

W. ~~Abuse of sick leave privileges by reporting sick when not sick or obtaining sick leave pay falsely or under false pretenses.~~

~~X.~~ Divulging or misusing confidential information, including removal from Town premises without proper authorization of any employee lists, records, designs, drawings or confidential information of any type.

~~Y~~X. Improper use of the Town's electronic storage and communications equipment, as set forth in these Personnel Policies and Procedures and any administrative directives established by the Town Manager.

~~Z~~Y. Such other act, error or omission detrimental to the mission of the Town.

[No revisions to Sections 5-5-6 through 5-5-8]

[NO REVISIONS TO POLICY 5-6 FORMAL PERSONNEL ACTION REVIEW PROCEDURES]

[NO REVISIONS TO POLICY 5-7 PERSONNEL ACTION REVIEW BOARD (PARB)]

[NO REVISIONS TO POLICY 5-8 INFORMAL PERSONNEL ACTION REVIEW PROCEDURES]

MARANA AZ

CHAPTER 8

TERMINATION OF EMPLOYMENT

POLICY 8-1 EMPLOYMENT END

Employment with the Town of Marana may be ended voluntarily or involuntarily.

[No revisions to Sections 8-1-1 through 8-1-2]

Section 8-1-3 Resignation

Resignation is voluntary termination for any reason other than formal retirement. It is customary and expected that an employee will provide a written resignation to his or her immediate supervisor at least 14 calendar days prior to the effective date of resignation. During this 14-day period, the employee will be expected to perform the normal functions of his or her job and to be available to assist in the training of a replacement or in the transition of job duties to another employee. ~~Employees may request to use vacation or personal leave during this 14-day period; however, the supervisor may deny a request on the grounds that the granting of leave will impede the operational needs of the department. Employees may use sick leave during this 14-day period in accordance with the Town's sick leave policies and procedures.~~

[No revisions to Sections 8-1-4 through 8-1-5]

Section 8-1-6 Layoff and Recall

[No revisions to paragraphs A through H]

I. Pre-Layoff Transfer

1. Layoff decisions shall be coordinated among Town departments to provide possible transfer of employees to positions in other departments for which the employees qualify.
2. An employee subject to a pre-layoff transfer retains all accrued <u>or allotted</u> sick<u>, MTO,</u> and vacation leave and compensatory time.
3. The employee shall serve an initial evaluation period in the classification the employee transfers into unless the employee has previously completed an initial evaluation period in that classification and in that department.

[No revisions to paragraphs J through K]

<u>Section 8-1-7 Use of Leave</u>

A. <u>Employees may request to use vacation leave during the last 14 days of their employment; however, the employee's supervisor or Department Head may deny a</u>

vacation leave request on the grounds that the granting of leave will impede the operational needs of the department.

B. Employees may request to use planned or unplanned MTO leave or sick leave during the last 14 days of their employment in accordance with the provisions of Chapter 4 of these Personnel Policies and Procedures.

POLICY 8-2 EXIT PROCESS

The Human Resources Department is responsible for coordinating the exit process with the Department Head, the chain of authority above the level of Department Head and the Finance Department.

[No revisions to Sections 8-2-1 through 8-2-4]

Section 8-2-5 Final Work Day

Employees are expected to be present and to work on their final work day to facilitate the exit clearance process. Requests ~~to use vacation or personal~~ for leave will be considered as described in Section 8-1-~~3~~7 of these Personnel Policies and Procedures. ~~Employees may use sick leave in accordance with the Town's sick leave policies and procedures~~

[NO REVISIONS TO POLICY 8-3 VERIFICATION OF PREVIOUS TOWN EMPLOYMENT]

POLICY 8-4 RE-EMPLOYMENT

[No revisions to Sections 8-4-1 through 8-4-2]

Section 8-4-3 Compensation and Benefits

A. An employee re-employed in his or her former position or in another position will be subject to the compensation policies and practices for new hires regardless of the employee's previous compensation at the time of separation.

B. Future performance pay increases for a re-employed employee will be in accordance with the performance management policies and procedures set forth in Chapter 6 of these Personnel Policies and Procedures.

C. An employee re-employed in his or her former position or another position within six months after the employee's resignation will accrue vacation leave at the same accrual rate as the employee accrued at the time of the employee's resignation. In addition, the employee's previous Town service time will be credited toward the employee's length of service for purposes of vacation leave accrual. However, the time between resignation

and re-employment will not be credited toward the length of service for this purpose. The employee will not be required to serve the waiting period described in Section 4-1-5 of these Personnel Policies and Procedures before using vacation.

D. An employee re-employed in his or her former position or another position within ~~six~~ nine months after the employee's resignation shall have his or her previous accumulated sick or MTO leave balance restored.

E. Depending upon the provider and the plan, separation and re-employment may be considered a break in service for purposes of insurance benefits and the employee may be required to serve the required waiting period before receiving insurance benefits.

[No revisions to Sections 8-4-4 through 8-4-7]

Note: Per Marana Resolution No. 2017-046, this Personal Leave Policy was removed from Chapter 4 of the Town's Personnel Policies and Procedures and replaced by new Policy 4-3 "Managed Time Off (MTO) Leave." This Personal Leave policy shall remain in effect through December 31, 2017, except that employees who begin employment with the Town after June 23, 2017 shall not receive any personal leave. As of January 1, 2018, this Personal Leave policy is rescinded and all references to personal leave in the Town's Personnel Policies and Procedures are deleted.

PERSONAL LEAVE POLICY

The Town of Marana provides personal leave with pay to eligible employees.

1. Eligibility

The provisions of this policy apply to all regular full- and part-time classified and unclassified employees, including those serving in an initial evaluation period, and term-limited temporary employees.

2. Amount of Personal Leave

A. Eligible full-time employees shall receive 16 hours of personal leave each calendar year.

B. When an employee is on leave at the beginning of a calendar year, even if a portion of the leave is unpaid, the employee shall still receive the full allotment of personal leave.

C. Eligible part-time employees shall receive a prorated amount of personal leave each calendar year based on the number of hours per week that they are officially scheduled to work.

D. As an incentive to recruit and retain key employees, the Town Manager may, upon hiring or in connection with an annual performance evaluation, grant additional personal leave, up to an additional 40 hours per calendar year, to employees in the following categories.

1. Deputy or Assistant Town Managers
2. General Managers
3. Department Heads
4. Deputy or Assistant Department Heads with management responsibilities including supervision of staff

E. If the Town Manager grants additional personal leave to an employee pursuant to paragraph D of this section, the additional leave shall be granted to the employee for subsequent calendar years unless and until the Town Manager, in his or her sole discretion, determines that the employee's performance and/or workload no longer justify the granting of additional personal leave. The Town Manager's decision regarding personal leave is not subject to review under the personnel action review procedures set forth in Chapter 5 of these Personnel Policies and Procedures.

3. Request for Personal Leave

A. Eligible employees may request to use personal leave at any time after employment.

B. Employees shall submit personal leave requests to their supervisor before taking any time off. Requests will be reviewed based on a number of factors, including Town needs and staffing requirements.

4. No Accrual

Personal leave does not accrue and is forfeited if not used within the calendar year that it is received.

5. Termination of Employment

Employees shall not be compensated for unused accrued personal leave upon termination of employment.

Council-Regular Meeting **A4**

Meeting Date: 05/16/2017

To: Mayor and Council

From: Erik Montague, Finance Director

Date: May 16, 2017

Strategic Plan Focus Area:
Commerce, Community, Heritage, Recreation, Progress & Innovation

Subject: Resolution No. GFCFD 2017-01: [Marana Town Council acting as the Gladden Farms Community Facilities District Board of Directors]: A Resolution of the District Board of Gladden Farms Community Facilities District, a Community Facilities District of Arizona, approving a tentative budget for fiscal year 2017-2018 pursuant to ARS §48-716; setting a public hearing date on said tentative budget; filing statements and estimates of the operation and maintenance expenses of the district, the costs of capital improvements to be financed by the approved ad valorem tax levy, and the amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay general obligation bonds of the district, all of which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property in the district; providing for notice of filing the statements and estimates, and notice of a public hearing on the portions of the statements and estimates not relating to debt service on general obligation bonds; and providing that this resolution shall be effective after its passage and approval according to law (Erik Montague)

Discussion:

On or before July 15th, the District Treasurer submits to the District Board a proposed budget for the new fiscal year. The proposed budget includes statements and estimates of the operation and maintenance expenses of the District, the costs of capital improvements to be financed by the voter authorized ad valorem tax levy, and the amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and the amount to be raised to pay the District's general obligation bonds.

The Treasurer has submitted the budget for FY 2017-2018 and has filed the necessary statements and estimates.

If the District Board approves this tentative budget for FY 2017-2018, the attached notice will be published giving notice of filing the required statements and estimates, and giving notice of a public hearing on June 20, 2017 to receive comment on the tentative budget and, particularly, on the portions of the statements and estimates not relating to debt service on general obligation bonds.

After the public hearing, the District Board may adopt a final budget by resolution and may order the fixing, levying and assessment of required ad valorem taxes.

Financial Impact:

Fiscal Year:	2018
Budgeted Y/N:	Y
Amount:	$2,049,643

Establishment of the tentative budget for fiscal year 2017-2018.

Staff Recommendation:

Staff recommends adoption of Resolution No. GFCFD 2017-01, adopting the tentative budget for fiscal year 2017-2018.

Suggested Motion:

I move to adopt Resolution No. GFCFD 2017-01, adopting the tentative budget for fiscal year 2017-2018.

Attachments

Gladden Farms CFD 2017-2018 Tentative Budget Resolution

RESOLUTION NO. GFCFD 2017-01

GLADDEN FARMS COMMUNITY FACILITIES DISTRICT

A RESOLUTION OF THE DISTRICT BOARD OF THE GLADDEN FARMS COMMUNITY FACILITIES DISTRICT, A COMMUNITY FACILITIES DISTRICT OF ARIZONA, APPROVING A TENTATIVE BUDGET FOR FISCAL YEAR 2017-2018 PURSUANT TO ARS §48-716; SETTING A PUBLIC HEARING DATE ON SAID TENTATIVE BUDGET; FILING STATEMENTS AND ESTIMATES OF THE OPERATION AND MAINTENANCE EXPENSES OF THE DISTRICT, THE COSTS OF CAPITAL IMPROVEMENTS TO BE FINANCED BY THE APPROVED AD VALOREM TAX LEVY, AND THE AMOUNT OF ALL OTHER EXPENDITURES FOR PUBLIC INFRASTRUCTURE AND ENHANCED MUNICIPAL SERVICES PROPOSED TO BE PAID FROM THE TAX LEVY AND OF THE AMOUNT TO BE RAISED TO PAY GENERAL OBLIGATION BONDS OF THE DISTRICT, ALL OF WHICH SHALL BE PROVIDED FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES ON THE ASSESSED VALUE OF ALL THE REAL AND PERSONAL PROPERTY IN THE DISTRICT; PROVIDING FOR NOTICE OF FILING THE STATEMENTS AND ESTIMATES, AND NOTICE OF A PUBLIC HEARING ON THE PORTIONS OF THE STATEMENTS AND ESTIMATES NOT RELATING TO DEBT SERVICE ON GENERAL OBLIGATION BONDS; AND PROVIDING THAT THIS RESOLUTION SHALL BE EFFECTIVE AFTER ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, on, February 17, 2004 the Mayor and Council of the Town of Marana ("Town") adopted Resolution No. 2004-23 creating within Sections 33 and 34, R11E, T11S, G&SRB&M of the Town the Gladden Farms Community Facilities District ("GFCFD"), a community facilities district in accordance with ARS §48-701 et seq. Arizona Revised Statutes, as amended, as described in Exhibit “A” attached hereto and expressly made a part hereof; and

WHEREAS, GFCFD is a special purpose district for purposes of Article IX, Section 19, Constitution of Arizona, a tax-levying public improvement district for the purposes of Article XIII, Section 7, Constitution of Arizona, and a municipal corporation for all purposes of Title 35, Chapter 3, Articles 3, 3.1., 3.2, 4 and 5, Arizona Revised Statutes, as amended, and [except as otherwise provided in §48-708(B), as amended] is considered to be a municipal corporation and political subdivision of the State of Arizona, separate and apart from the Town; and

WHEREAS, a primary purpose for creating GFCFD was to finance construction and maintenance of certain public improvements needed for the Gladden Farms development through assessment of ad valorem taxes on all real and personal property within the development; and

WHEREAS, in accordance with ARS §§48-719 and 48-723, a special election was held on May 18, 2004 wherein the qualified electors of GFCFD voted to issue general obligation bonds in the maximum amount of sixty nine million dollars ($69,000,000) to cover costs of constructing required public improvements, and to levy and collect an annual ad valorem tax at a rate not to exceed thirty cents (30¢) per one hundred dollars ($100) of assessed valuation for GFCFD operation and maintenance expenses; and

WHEREAS, by Resolution GFCFD No. 2004-03 (dated July 6, 2004) the GFCFD Board authorized the sale of up to two million three hundred thousand dollars ($2,300,000) aggregate principal amount of general obligation bonds, Series 2004 ("2004 Bonds"); and by Resolution GFCFD No. 2006-02 (dated June 6, 2006) the GFCFD Board authorized the sale of up to three million five hundred thousand dollars ($3,500,000) aggregate principal amount of general obligation bonds, Series 2006 ("2006 Bonds"); and by Resolution GFCFD No. 2007-03 (dated July 17, 2007) the GFCFD Board authorized the sale of up to three million five hundred thousand dollars ($3,500,000) aggregate principal amount of general obligation bonds, Series 2007 ("2007 Bonds"); and by Resolution GFCFD No. 2010-03 (dated August 17, 2010) the GFCFD Board authorized the sale of up to one million seven hundred and fifty thousand dollars ($1,750,000) aggregate principal amount of general obligation bonds, Series 2010 ("2010 Bonds") to fund public improvements for the development; and by Resolution GCCFD No. 2016-03 (adopted August 16, 2016) the GCCFD Board authorized the sale of up to nine million dollars ($9,000,000) aggregate principal amount of general obligation and general obligation refunding bonds, Series 2016 ("2016 Bonds") to fund public improvements for the development and to refund all of the remaining, outstanding 2004 Bonds, 2006 Bonds, 2007 Bonds and 2010 Bonds; and

WHEREAS, GFCFD also entered into a standby contribution agreement with Gladden Phase I L.L.C., a limited liability company duly organized and validly existing pursuant to the laws of the State of Delaware ("Gladden Phase I") with respect to the 2016 Bonds whereby Gladden Phase I shall make annual payments to GFCFD in order to maintain the tax rate at no more than two dollars fifty cents ($2.50) per one hundred dollars ($100) of secondary assessed valuation for debt service, given the tax base of GFCFD in each tax year; and

WHEREAS, in accordance with ARS §§48-716 and 48-723, the GFCFD Treasurer has submitted to the GFCFD Board a proposed budget for Fiscal Year 2017-2018 which includes statements and estimates of the operation and maintenance expenses of GFCFD, the costs of capital improvements to be financed by the authorized ad valorem tax levy, and the amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay GFCFD general obligation bonds, all of which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property within GFCFD; and

WHEREAS, the GFCFD Board desires now to approve said tentative budget for Fiscal Year 2017-2018 to publish notice of having filed the required statements and estimates, and to set a date (and publish a notice thereof) for a public hearing to receive comment on the tentative budget and, particularly, on the portions of the statements and estimates not relating to debt service on general obligation bonds; and

WHEREAS, after said public hearing (and on or before October 1), the GFCFD Board expects to adopt a final budget by resolution; and

WHEREAS, on or before the third Monday in August, the GFCFD Board also expects to order the fixing, levying and assessment of required ad valorem taxes and to cause certified copies of the order to be delivered to the Pima County Board of Supervisors and the Arizona Department of Revenue;

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT BOARD OF THE GLADDEN FARMS COMMUNITY FACILITIES DISTRICT, AS FOLLOWS:

1. That that certain proposed budget prepared by the GFCFD Treasurer for Fiscal Year 2017-2018, attached hereto and expressly made a part hereof as Exhibit "B", is hereby tentatively approved.

2. That the statements and estimates of the operation and maintenance expenses of GFCFD, the costs of capital improvements to be financed by the approved ad valorem tax levy, and the amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay GFCFD general obligation bonds in Fiscal Year 2017-2018 are hereby filed on forms of the Auditor General in accordance with ARS §§42-17101(3) and 48-723(C), Arizona Revised Statutes, as amended, and are attached hereto and expressly made a part hereof as Exhibit "C".

3. That a public hearing date of Tuesday, June 20, 2017, beginning at or after 7:00 p.m. in the council chambers of the Town of Marana Civic Center located at 11555 W. Civic Center Drive, Town of Marana, Arizona, is hereby set to consider said tentative budget (including, but expressly not limited to, consideration of those portions of the statements and estimates not relating to debt service on GFCFD general obligation bonds), and said notice (attached hereto and expressly made a part hereof as Exhibit "D") shall be published once in The Daily Territorial no later than ten (10) days prior to said hearing date.

4. That if any provision in this Resolution is held invalid by a Court of competent jurisdiction, the remaining provisions shall not be affected but shall continue in full force and effect.

5. That this Resolution shall be effective after its passage and approval according to law.

RESOLVED by the District Board of the Gladden Farms Community Facilities District this 16th day of May 2017.

_____
Ed Honea, Chairman
District Board
Gladden Farms Community Facilities District

ATTEST:

_____
Jocelyn C. Bronson, District Clerk
Gladden Farms Community Facilities District

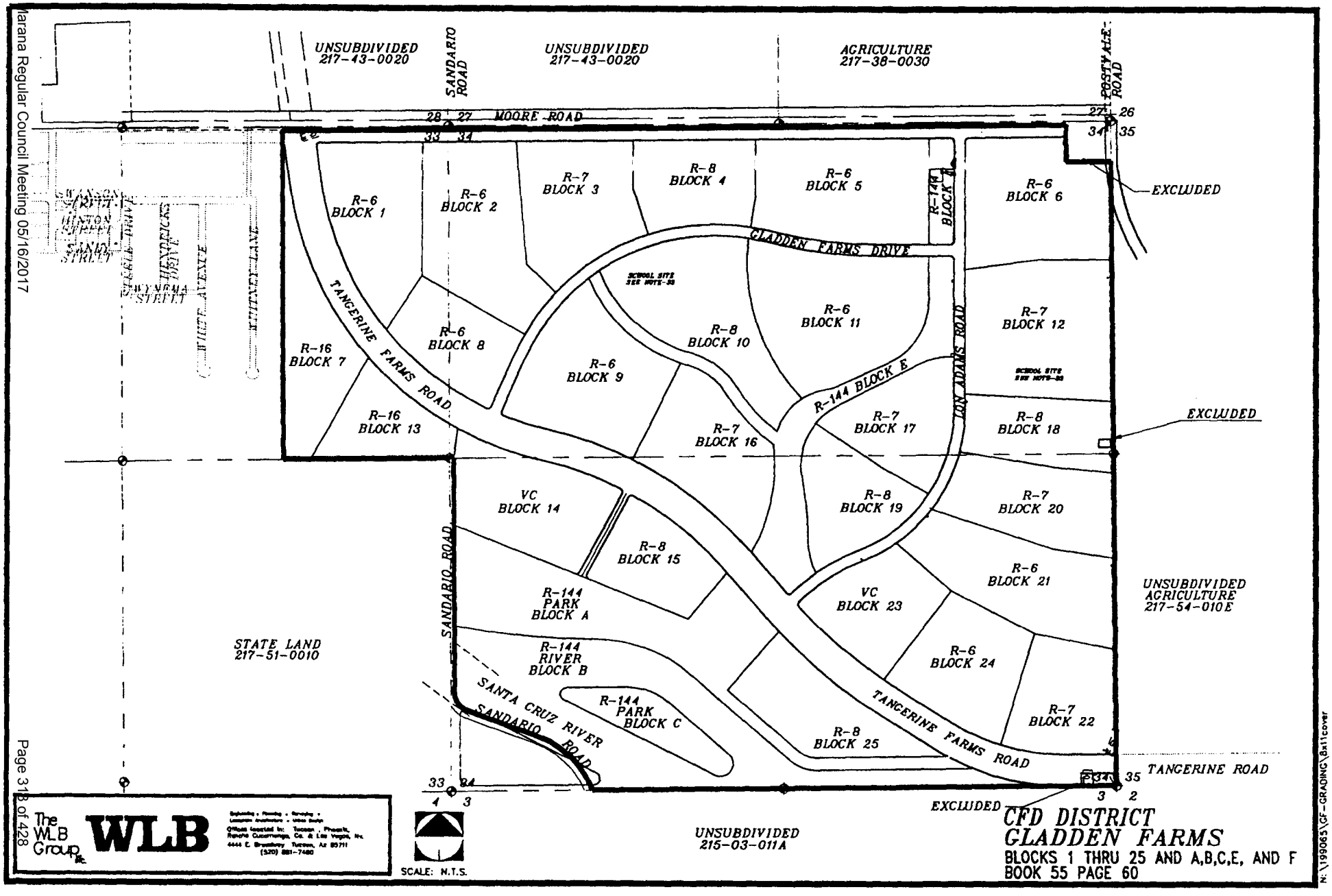
APPROVED AS TO FORM:

_____

Frank Cassidy, Legal Counsel
Gladden Farms Community Facilities District

EXHIBIT "A"

GFCFD Map and Legal Description



The WLB Group Inc.

WLB

Offices located in: Tucson, Phoenix, Rancho Cucamonga, CA, & Las Vegas, NV
4444 E. Broadway Tucson, AZ 85711
(520) 881-7480

CFD DISTRICT
GLADDEN FARMS

BLOCKS 1 THRU 25 AND A,B,C,E, AND F
BOOK 55 PAGE 60

N:\199065\GF-GRADING\8x11cover

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY
TO BE INCLUDED IN THE DISTRICT

ALL OF **GLADDEN FARMS BLOCKS 1 THRU 25 AND A THRU F**, EXCEPT BLOCK D, AS SHOWN ON THE PLAT RECORDED IN BOOK 55 OF MAPS AND PLATS AT PAGE 60, RECORDS OF THE PIMA COUNTY RECORDER, PIMA COUNTY, ARIZONA, BEING PORTIONS OF SECTIONS 33 AND 34 OF TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A ½" IRON PIN (NO TAG) AT THE NORTHEAST CORNER OF SAID SECTION 34;

THENCE SOUTH 0°30'09" EAST 322.00 FEET UPON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34 TO THE **POINT OF BEGINNING;**

THENCE CONTINUE SOUTH 0°30'09" EAST 2322.59 FEET UPON SAID EAST LINE AND UPON THE EAST LINE OF SAID **GLADDEN FARMS** TO A ½" ALUMINUM CAPPED PIN, LS 7599, AT THE EAST QUARTER CORNER OF SAID SECTION 34;

THENCE SOUTH 0°30'03" EAST 2644.34 FEET UPON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34 AND UPON SAID EAST LINE OF **GLADDEN FARMS** TO A ½" IRON PIN, NO TAG, AT THE SOUTHEAST CORNER OF SAID SECTION 34;

THENCE SOUTH 89°22'30" WEST 187.66 FEET UPON THE SOUTH LINE OF SAID SOUTHEAST QUARTER AND UPON THE SOUTH LINE OF SAID **GLADDEN FARMS** TO THE SOUTHEAST CORNER OF CMID WELL SITE NO. 18 AS SHOWN ON SAID PLAT;

THENCE NORTH 0°37'30" WEST 100.00 FEET UPON THE EAST LINE OF SAID WELL SITE TO THE NORTHEAST CORNER THEREOF;

THENCE SOUTH 89°22'30" WEST 75.00 FEET UPON THE NORTH LINE OF SAID WELL SITE TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH 0°37'30" EAST 100.00 FEET UPON THE WEST LINE OF SAID WELL SITE TO THE SOUTHWEST CORNER THEREOF BEING ON SAID SOUTH LINE OF THE SOUTHEAST QUARTER;

THENCE SOUTH 89°22'30" WEST 3885.00 FEET CONTINUING UPON THE SOUTH LINE OF SAID SOUTHEAST QUARTER AND UPON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34, BEING THE SOUTH LINE OF SAID **GLADDEN FARMS**, TO THE SOUTHWEST CORNER OF BLOCK B OF **GLADDEN FARMS** AS SHOWN ON SAID PLAT, BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SANDARIO ROAD AND A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 68°20'49" WEST, FOR REFERENCE, AN ALUMINUM CAPPED PIN, RLS 7599, AT THE SOUTHWEST CORNER OF SAID SECTION 34 BEARS SOUTH 89°22'30" WEST AT A DISTANCE OF 1124.04 FEET;

THENCE THE FOLLOWING THREE COURSES UPON SAID RIGHT OF WAY LINE AND UPON SAID SOUTHWEST LINE OF BLOCK B:

1) NORTHWESTERLY UPON SAID ARC, TO THE LEFT, HAVING A RADIUS OF 746.20 FEET AND A CENTRAL ANGLE OF 48°17'38", FOR AN ARC DISTANCE OF 628.96 FEET TO A TANGENT LINE;

2) NORTH 69°56'49" WEST 593.45 FEET TO A POINT ON THE ARC OF A TANGENT CURVE CONCAVE NORTHEASTERLY;
3) NORTHWESTERLY UPON SAID ARC, TO THE RIGHT, HAVING A RADIUS OF 160.99 FEET AND A CENTRAL ANGLE OF 69°26'33", FOR AN ARC DISTANCE OF 195.12 FEET TO A THE TANGENT EAST RIGHT OF WAY LINE OF SAID SANDARIO ROAD BEING THE WEST LINE OF SAID **GLADDEN FARMS**;

THENCE NORTH 0°30'16" WEST 1862.79 FEET UPON SAID EAST RIGHT OF WAY LINE AND UPON SAID WEST LINE TO AN ANGLE POINT;

THENCE SOUTH 89°29'44" WEST 30.04 FEET UPON SAID WEST LINE TO A ½" IRON PIN, NO TAG, AT THE WEST QUARTER CORNER OF SAID SECTION 34, BEING ALSO THE EAST QUARTER CORNER OF SAID SECTION 33;

THENCE SOUTH 89°17'57" WEST 1321.01 FEET UPON SAID WEST LINE AND UPON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO AN ANGLE POINT;

THENCE NORTH 0°34'17" WEST 2610.03 FEET UPON SAID WEST LINE TO THE NORTHWEST CORNER OF SAID **GLADDEN FARMS**, BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF MOORE ROAD PRIOR TO THE DEDICATION OF ADDITIONAL RIGHT OF WAY AS SHOWN ON SAID PLAT, BEING A LINE 30.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 33;

THENCE NORTH 89°20'24" EAST 1320.79 FEET UPON THE NORTH LINE OF SAID **GLADDEN FARMS**, UPON SAID PRIOR RIGHT OF WAY LINE AND UPON SAID PARALLEL LINE TO AN ANGLE POINT;

THENCE NORTH 89°25'03" EAST 2634.98 FEET UPON SAID NORTH LINE, UPON SAID PRIOR RIGHT OF WAY LINE AND UPON A LINE PARALLEL WITH AND 30.00 FEET SOUTHERLY OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34 TO AN ANGLE POINT;

THENCE NORTH 89°25'03" EAST 2283.27 FEET UPON SAID NORTH LINE, UPON SAID PRIOR RIGHT OF WAY LINE AND UPON A LINE PARALLEL WITH AND 30.00 FEET SOUTHERLY OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34;

THENCE SOUTH 0°30'13" EAST 292.00 FEET;

THENCE NORTH 89°25'03" EAST 357.00 FEET TO THE **POINT OF BEGINNING.**

EXHIBIT "B"

FY 2017-2018 GFCFD Budget

GLADDEN FARMS COMMUNITY FACILITIES DISTRICT (GFCFD)
TENTATIVE BUDGET AND SUMMARY SCHEDULE
OF ESTIMATED REVENUES AND EXPENDITURES
FISCAL YEAR 2017-18

REVENUES	FY 2017 Adopted Budget	FY 2017 Amended Budget	FY 2017 Estimated Acutal	FY 2018 Budget
Property Tax - General (Operating)	$ 54,272	$ 54,272	$ 47,184	$ 58,912
Property Tax- Secondary (Debt Service)	452,269	452,269	443,224	490,934
Developer Contributions	264,603	264,603	266,167	10,229
Total Revenues	771,144	771,144	756,575	560,075
EXPENDITURES				
CFD Administration	5,000	5,000	3,750	5,000
Costs of Issuance	100,000	100,000	489,004	100,000
Accounting/Auditing	2,500	2,500	1,150	2,500
Public Notification Expenses	1,000	1,000	52	1,000
Consultant Services	15,000	15,000	4,000	15,000
Outside Legal Counsel	5,000	5,000	-	5,000
Debt Service	696,872	696,872	696,872	481,163
Trustee Fees	20,000	20,000	12,519	20,000
Capital Improvements Acquisition	900,000	900,000	395,480	900,000
Maintenance and Operation	452,772	452,772	47,000	469,980
Replacement Reserve	50,000	50,000	-	50,000
Total Expenditures	2,248,144	2,248,144	1,649,827	2,049,643
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,477,000)	(1,477,000)	(893,252)	(1,489,568)
Other Financing Sources (Uses)				
Bond Proceeds	1,000,000	1,000,000	7,955,000	1,000,000
Bond Premium	-	-	872,957	
Refunded Bond Escrow Payment	-	-	(7,935,148)	
Total Other Financing Sources	1,000,000	1,000,000	892,809	1,000,000
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Uses	(477,000)	(477,000)	(443)	(489,568)
BEGINNING FUND BALANCE	1,328,032	1,328,032	1,328,032	1,327,589
ENDING FUND BALANCE	$ 851,032	$ 851,032	$ 1,327,589	$ 838,021

EXHIBIT "C"

GFCFD Statements and Estimates on Auditor General Forms

TOWN OF MARANA
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2018

Fiscal Year		Sch	FUNDS							
			General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds
2017	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	42,988,705	8,003,917	9,029,886	81,633,576	0	24,291,695	4,116,110	170,063,889
2017	Actual Expenditures/Expenses**	E	34,906,658	5,432,305	9,066,419	34,848,226	0	7,911,048	3,819,304	95,983,960
2018	Fund Balance/Net Position at July 1***		22,662,353	5,487,737	1,854,308	34,339,671		31,670,889	1,224,625	97,239,583
2018	Primary Property Tax Levy	B	0							0
2018	Secondary Property Tax Levy	B			452,269	68,949				521,218
2018	Estimated Revenues Other than Property Taxes	C	43,558,148	5,842,629	2,261,303	46,143,079	0	15,832,594	4,214,329	117,852,082
2018	Other Financing Sources	D	0	0	0	5,500,000	0	2,000,000	0	7,500,000
2018	Other Financing (Uses)	D	0	0	0	0	0	0	0	0
2018	Interfund Transfers In	D	0	100,000	6,266,911	3,000,000	0	669,022	0	10,035,933
2018	Interfund Transfers (Out)	D	6,107,870	0	0	1,554,437	0	2,373,626	0	10,035,933
2018	Reduction for Amounts Not Available:									
LESS:	Amounts for Future Debt Retirement:									0
										0
										0
										0
2018	Total Financial Resources Available		60,112,631	11,430,366	10,834,791	87,497,262	0	47,798,879	5,438,954	223,112,883
2018	Budgeted Expenditures/Expenses	E	46,801,370	7,850,924	8,283,441	86,747,578	0	47,028,683	4,214,329	200,926,325

EXPENDITURE LIMITATION COMPARISON	2017	2018
1. Budgeted expenditures/expenses	$ 170,063,889	$ 200,926,325
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	170,063,889	200,926,325
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	$ 170,063,889	$ 200,926,325
6. EEC expenditure limitation	$	$

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.
** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

TOWN OF MARANA
Tax Levy and Tax Rate Information
Fiscal Year 2018

	2017	2018
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$	$
2. Amount received from primary property taxation in the **current year** in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	$	
3. Property tax levy amounts		
A. Primary property taxes	$	$
B. Secondary property taxes	511,794	571,672
C. Total property tax levy amounts	$ 511,794	$ 571,672
4. Property taxes collected*		
A. Primary property taxes		
(1) **Current** year's levy	$ 511,333	
(2) Prior years' levies	461	
(3) Total primary property taxes	$ 511,794	
B. Secondary property taxes		
(1) **Current** year's levy	$	
(2) Prior years' levies		
(3) Total secondary property taxes	$	
C. Total property taxes collected	$ 511,794	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate		
(2) Secondary property tax rate	2.8000	2.8000
(3) Total city/town tax rate	2.8000	2.8000
B. Special assessment district tax rates		

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating four special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

TOWN OF MARANA
Revenues Other Than Property Taxes
Fiscal Year 2018

SOURCE OF REVENUES	ESTIMATED REVENUES 2017	ACTUAL REVENUES* 2017	ESTIMATED REVENUES 2018
GENERAL FUND			
Local taxes			
Sales taxes	$ 24,156,385	$ 25,265,098	$ 25,817,378
Licenses and permits			
Building and development fees	3,480,385	3,353,925	3,459,185
Business and license fees	160,000	157,980	160,000
Animal license fees			85,000
Franchise fees	400,000	389,180	400,000
Host Fees			350,000
Intergovernmental			
State shared sales taxes	3,891,291	3,685,849	3,926,928
Urban revenue sharing	5,057,824	5,053,740	5,185,515
Auto lieu	1,770,957	1,778,650	1,923,473
Other	85,000	79,453	
Charges for services			
Charges for services	489,160	508,576	534,650
Fines and forfeits			
Court fines and fees	640,000	624,750	625,000
Interest on investments			
Interest	200,000	165,540	200,000
Contributions			
Voluntary contributions	231,264	213,924	224,300
Miscellaneous			
Other miscellaneous	655,919	650,959	666,719
Total General Fund	$ 41,218,185	$ 41,927,624	$ 43,558,148
SPECIAL REVENUE FUNDS			
Community development block grants	$ 261,700	$ 93,136	$ 175,000
Affordable housing revolving	10,000	2,218	10,000
Other grants and contributions	1,183,593	758,339	1,185,593

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

TOWN OF MARANA
Revenues Other Than Property Taxes
Fiscal Year 2018

SOURCE OF REVENUES	ESTIMATED REVENUES 2017	ACTUAL REVENUES* 2017	ESTIMATED REVENUES 2018
RICO	30,515	34,568	31,615
	$ 1,485,808	$ 888,261	$ 1,402,208
Impound	$ 50,000	$ 46,400	$ 50,000
Bed Tax	937,884	973,160	989,558
Emergency telecommunications	52,000	48,950	52,000
Local JCEF	15,000	11,817	15,000
	$ 1,054,884	$ 1,080,327	$ 1,106,558
Fill the GAP	$ 6,000	$ 5,707	$ 6,500
Local technology enhancement	140,000	127,635	130,000
Highway user revenue	3,100,763	3,023,812	3,197,363
	$ 3,246,763	$ 3,157,154	$ 3,333,863
Total Special Revenue Funds	$ 5,787,455	$ 5,125,742	$ 5,842,629

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

DEBT SERVICE FUNDS

Tangerine farms road improvement district	$ 2,111,776	$ 2,428,821	$ 2,251,074
Gladden farms CFD debt	264,603	223,569	10,229
	$ 2,376,379	$ 2,652,390	$ 2,261,303
Total Debt Service Funds	$ 2,376,379	$ 2,652,390	$ 2,261,303

CAPITAL PROJECTS FUNDS

Transportation	$ 5,933,250	$ 5,648,657	$ 7,018,183
One-half cent sales tax	6,000,000	5,045,585	5,579,676
Impact fee funds	1,546,093	1,981,750	2,014,725
Other capital projects	891,075	669,365	3,946,871
	$ 14,370,418	$ 13,345,357	$ 18,559,455
Downtown reinvestment	$ 180,165	$ 214,732	$ 223,600
Regional transportation authority	40,382,226	30,397,922	26,911,099
Tangerine farms road improvement district	35,000	17,450	35,000
	$ 40,597,391	$ 30,630,104	$ 27,169,699
Gladden farms II CFD capital	$	$	$
Vanderbilt farms CFD capital	29,839		29,839
Saguaro springs CFD capital	384,086		384,086
	$ 413,925	$	$ 413,925
Total Capital Projects Funds	$ 55,381,734	$ 43,975,461	$ 46,143,079

TOWN OF MARANA
Revenues Other Than Property Taxes
Fiscal Year 2018

SOURCE OF REVENUES	ESTIMATED REVENUES 2017	ACTUAL REVENUES* 2017	ESTIMATED REVENUES 2018
* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.			
ENTERPRISE FUNDS			
Water utility	$ 5,561,518	$ 4,795,695	$ 6,555,548
Airport	2,295,569	459,658	6,715,540
Wastewater utility	2,048,694	1,595,805	2,561,506
	$ 9,905,781	$ 6,851,158	$ 15,832,594
Total Enterprise Funds	$ 9,905,781	$ 6,851,158	$ 15,832,594
* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.			
INTERNAL SERVICE FUNDS			
Health benefits	$ 3,856,160	$ 3,497,856	$ 3,925,763
Dental benefits	259,950	251,457	288,566
	$ 4,116,110	$ 3,749,313	$ 4,214,329
Total Internal Service Funds	$ 4,116,110	$ 3,749,313	$ 4,214,329
TOTAL ALL FUNDS	$ 118,785,644	$ 104,281,688	$ 117,852,082
* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.			

TOWN OF MARANA
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2018

FUND	OTHER FINANCING 2018 SOURCES	OTHER FINANCING 2018 <USES>	INTERFUND TRANSFERS 2018 IN	INTERFUND TRANSFERS 2018 <OUT>
GENERAL FUND				
Other grants and contributions	$	$	$	$ 100,000
Other capital projects				3,000,000
2013 debt service				1,259,913
2014 debt service				672,500
2017 debt service				406,435
Airport				669,022
Wastewater utility				
Total General Fund	$	$	$	$ 6,107,870
SPECIAL REVENUE FUNDS				
Other grants and contributions	$	$	$ 100,000	$
Total Special Revenue Funds	$	$	$ 100,000	$
DEBT SERVICE FUNDS				
2013 debt service			3,069,439	$
2014 debt service			531,908	
2016 debt service			2,665,564	
2017 debt service				
Total Debt Service Funds	$	$	$ 6,266,911	$
CAPITAL PROJECTS FUNDS				
Transportation	$	$	$	$ 641,740
Impact fees				912,697
Other capital projects			3,000,000	
Gladden farms II CFD	1,000,000			
Saguaro springs CFD	4,500,000			
Total Capital Projects Funds	$ 5,500,000	$	$ 3,000,000	$ 1,554,437
PERMANENT FUNDS				
	$	$	$	$
Total Permanent Funds	$	$	$	$
ENTERPRISE FUNDS				
Airport	$	$	$ 669,022	$
Water utility	2,000,000			1,186,813
Wastewater utility				1,186,813
Total Enterprise Funds	$ 2,000,000	$	$ 669,022	$ 2,373,626
INTERNAL SERVICE FUNDS				
	$	$	$	$
Total Internal Service Funds	$	$	$	$

TOWN OF MARANA
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2018

FUND	OTHER FINANCING 2018 SOURCES	OTHER FINANCING 2018 <USES>	INTERFUND TRANSFERS 2018 IN	INTERFUND TRANSFERS 2018 <OUT>
TOTAL ALL FUNDS	$ 7,500,000	$	$ 10,035,933	$ 10,035,933

TOWN OF MARANA
Expenditures/Expenses by Fund
Fiscal Year 2018

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017	ACTUAL EXPENDITURES/ EXPENSES* 2017	BUDGETED EXPENDITURES/ EXPENSES 2018
GENERAL FUND				
Non-departmental	$ 1,278,097	$ 276,000	$ 900,891	$ 1,977,426
Mayor and council	289,572		247,658	290,628
Town manager	1,650,390		1,535,590	1,719,940
Town clerk	497,244		365,750	429,193
Human resources	879,634		799,650	869,595
Finance	1,212,225		1,012,541	1,197,621
Legal	832,495		801,715	847,174
Technology services	2,554,348	35,000	2,415,158	2,664,643
Economic and tourism develop	200,285		190,744	276,876
Development services admin	324,349		221,580	344,274
Development records				
Building safety	1,121,615		1,014,540	1,055,171
Planning	1,194,939		1,003,870	1,020,554
Engineering	2,598,690		2,385,950	2,626,234
Police	12,134,654		11,917,960	12,919,320
Courts	1,033,015		980,450	992,929
Public works	3,526,743		3,048,135	4,266,770
Parks and recreation	3,988,586	85,000	3,728,390	4,482,977
Community development	963,860	156,000	1,012,540	1,042,374
Capital outlay	1,707,964		1,047,546	2,777,671
Contingency	5,000,000		276,000	5,000,000
Total General Fund	$ 42,988,705	$	$ 34,906,658	$ 46,801,370
SPECIAL REVENUE FUNDS				
Highway user revenue	$ 3,867,177	$	$ 3,798,568	$ 3,678,138
Revolving affordable housing	215,720			305,720
Local JCEF	82,000			82,000
Fill the GAP	34,500			34,500
Local technology	283,256		37,712	288,191
Community development block gran	261,700		96,457	210,000
Bed tax	940,649		898,480	989,558
Other grants and contributions	1,193,665		434,714	1,135,173
RICO	1,034,500		87,964	1,034,500
Impound fees	19,000		16,897	21,394
Emergency telecommunications	71,750		61,513	71,750
Total Special Revenue Funds	$ 8,003,917	$	$ 5,432,305	$ 7,850,924
DEBT SERVICE FUNDS				
Series 2008 debt	$ 2,637,788	$	$ 2,639,275	$ 1,314,269
Series 2013 debt	3,031,725		3,034,816	3,033,425
Series 2014 debt	531,725		514,071	533,908
Series 2017 debt				649,602
Tangerine farms ID debt	2,111,776		2,276,985	2,251,074
Gladden farms CFD debt	716,872		601,272	501,163
Saguaro springs CFD debt				
Total Debt Service Funds	$ 9,029,886	$	$ 9,066,419	$ 8,283,441

TOWN OF MARANA
Expenditures/Expenses by Fund
Fiscal Year 2018

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017	ACTUAL EXPENDITURES/ EXPENSES* 2017	BUDGETED EXPENDITURES/ EXPENSES 2018
CAPITAL PROJECTS FUNDS				
Transportation	$ 15,026,708	$	$ 3,623,922	$ 18,915,941
One-half percent sales tax	7,092,271		1,122,706	17,175,455
Impact fee funds	9,758,097		1,139,584	9,819,518
Tangerine farms ID	35,000		23,420	35,000
Other capital projects	2,698,275		2,365,953	7,194,078
Downtown reinvestment	185,319			223,600
Regional transportation authority	40,382,227		26,173,912	26,911,099
Gladden farms CFD	1,531,272		398,540	1,548,480
Gladden farms II CFD	213		63	213
Saguaro springs CFD	4,892,000		63	4,892,000
Vanderbilt farms CFD	32,194		63	32,194
Total Capital Projects Funds	$ 81,633,576	$	$ 34,848,226	$ 86,747,578
PERMANENT FUNDS				
	$	$	$	$
Total Permanent Funds	$	$	$	$
ENTERPRISE FUNDS				
Water utility	$ 10,178,570	$	$ 3,795,447	$ 11,733,268
Airport	1,943,389		355,981	7,752,938
Wastewater utility	12,169,736		3,759,620	27,542,477
Total Enterprise Funds	$ 24,291,695	$	$ 7,911,048	$ 47,028,683
INTERNAL SERVICE FUNDS				
Health benefits	$ 3,856,160	$	$ 3,594,580	$ 3,925,763
Dental benefits	259,950		224,724	288,566
Total Internal Service Funds	$ 4,116,110	$	$ 3,819,304	$ 4,214,329
TOTAL ALL FUNDS	$ 170,063,889	$	$ 95,983,960	$ 200,926,325

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

TOWN OF MARANA
Expenditures/Expenses by Department
Fiscal Year 2018

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017	ACTUAL EXPENDITURES/ EXPENSES* 2017	BUDGETED EXPENDITURES/ EXPENSES 2018
Town manager:				
General Fund	$ 1,650,390	$	$ 1,427,948	$ 1,719,940
Bed Tax Fund	5,108		40,545	5,000
Department Total	$ 1,655,498	$	$ 1,468,493	$ 1,724,940
Economic and tourism development:				
General Fund	$ 200,285	$	$ 182,738	$ 276,876
Bed Tax Fund	260,619		256,458	309,636
Department Total	$ 460,904	$	$ 439,196	$ 586,512
Police:				
General Fund	$ 12,134,654	$	$ 11,416,656	$ 12,919,320
RICO	34,500		87,964	34,500
Impound fees	19,000		63,897	21,394
Other grants	512,876		149,856	454,384
Emergency telecommunications	71,750		61,513	71,750
Department Total	$ 12,772,780	$	$ 11,779,886	$ 13,501,348
Court:				
General Fund	$ 1,033,015	$	$ 979,992	$ 992,929
Local JCEF	72,000			72,000
Fill the GAP	34,500			34,500
Local tech enhancement	283,256		37,712	288,191
Department Total	$ 1,422,771	$	$ 1,017,704	$ 1,387,620
Public works:				
General Fund	$ 3,526,743	$	$ 3,048,135	$ 4,266,057
Highway user revenue fund	3,000,590		3,698,568	2,894,263
Department Total	$ 6,527,333	$	$ 6,746,703	$ 7,160,320
Community Development:				
General Fund	$ 963,860	$	$ 566,892	$ 1,042,374
CDBG	261,700		96,457	185,000
Revolving affordable housing	215,720			215,720
Department Total	$ 1,441,280	$	$ 663,349	$ 1,443,094

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

TOWN OF MARANA
Full-Time Employees and Personnel Compensation
Fiscal Year 2018

FUND	Full-Time Equivalent (FTE) 2018	Employee Salaries and Hourly Costs 2018	Retirement Costs 2018	Healthcare Costs 2018	Other Benefit Costs 2018	Total Estimated Personnel Compensation 2018
GENERAL FUND	315.1	$ 19,448,653	$ 3,259,218	$ 3,384,178	$ 2,471,055	$ 28,563,104
SPECIAL REVENUE FUNDS						
Other grant funds	7.0	$ 256,924	$ 85,010	$ 50,083	$ 40,367	$ 432,384
Bed tax	1.7	83,654	9,488	19,987	7,729	120,858
Local technology	1.0	32,136	3,645	11,195	2,765	49,741
Total Special Revenue Funds	9.7	$ 372,714	$ 98,143	$ 81,265	$ 50,861	$ 602,983
ENTERPRISE FUNDS						
Water utility	23.0	$ 1,426,093	$ 159,475	$ 252,430	$ 162,210	$ 2,000,208
Airport	3.0	185,171	21,135	43,561	29,323	279,190
Wastewater utility	5.0	261,996	29,088	60,782	29,601	381,467
Total Enterprise Funds	31.0	$ 1,873,260	$ 209,698	$ 356,773	$ 221,134	$ 2,660,865
TOTAL ALL FUNDS	355.8	$ 21,694,627	$ 3,567,059	$ 3,822,216	$ 2,743,050	$ 31,826,952

EXHIBIT "D"

GFCFD Published Notice

GLADDEN FARMS COMMUNITY FACILITIES DISTRICT
NOTICE OF FILING STATEMENTS AND ESTIMATES
AND
NOTICE OF PUBLIC HEARING

NOTICE OF FILING STATEMENTS AND ESTIMATES OF THE OPERATION AND MAINTENANCE EXPENSES OF THE GLADDEN FARMS COMMUNITY FACILITIES DISTRICT, THE COSTS OF CAPITAL IMPROVEMENTS TO BE FINANCED BY THE AD VALOREM TAX LEVY, AND THE AMOUNT OF ALL OTHER EXPENDITURES FOR PUBLIC INFRASTRUCTURE AND ENHANCED MUNICIPAL SERVICES PROPOSED TO BE PAID FROM THE TAX LEVY AND OF THE AMOUNT TO BE RAISED TO PAY GENERAL OBLIGATION BONDS OF THE DISTRICT; AND NOTICE OF A PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2017-2018 BUDGET OF THE DISTRICT, INCLUDING A HEARING ON THOSE PORTIONS OF THE STATEMENTS AND ESTIMATES NOT RELATING TO DEBT SERVICE ON GENERAL OBLIGATION BONDS.

Notice is hereby given that statements and estimates have been filed in the Office of the District Clerk of the Gladden Farms Community Facilities District of the operation and maintenance expenses of the District, the costs of capital improvements to be financed by the voter-approved ad valorem tax levy, and the amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay general obligation bonds of the District, all of which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property in the District. Notice is further given of a public hearing on the proposed Fiscal Year 2017-2018 budget of the District, including (but not limited to) a hearing on those portions of the statements and estimates not relating to debt service on general obligation bonds, all pursuant to Arizona Revised Statutes §§48-716 and 48-723. Such hearing will be held by the District Board on Tuesday, June 20, 2017, at or after 7:00 p.m. in the council chambers of the Town of Marana Civic Center, 11555 W. Civic Center Drive, Marana, Arizona. Copies of the budget are available from the Office of the District Treasurer, 11555 W. Civic Center Drive, Town of Marana, Arizona 85653, telephone number: (520) 382-1900.

Dated this _____ day of _____, 2017

/s/ Gilbert Davidson
……..
District Manager
Gladden Farms Community Facilities District

Published: _____, 2017

Council-Regular Meeting **A5**

Meeting Date: 05/16/2017

To: Mayor and Council

From: Erik Montague, Finance Director

Date: May 16, 2017

Strategic Plan Focus Area:
Commerce, Community, Heritage, Recreation, Progress & Innovation

Subject: Resolution No. GFCFD2 2017-01: [Marana Town Council acting as the Gladden Farms (Phase II) Community Facilities District Board of Directors]: A Resolution of the District Board of Gladden Farms (Phase II) Community Facilities District, a Community Facilities District of Arizona, approving a tentative budget for fiscal year 2017-2018 pursuant to ARS §48-716; setting a public hearing date on said tentative budget; filing statements and estimates of the operation and maintenance expenses of the district, the costs of capital improvements to be financed by the approved ad valorem tax levy, and the amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay general obligation bonds of the district, all of which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property in the district; providing for notice of filing the statements and estimates, and notice of a public hearing on the portions of the statements and estimates not relating to debt service on general obligation bonds; and providing that this resolution shall be effective after its passage and approval according to law (Erik Montague)

Discussion:

On or before July 15th, the District Treasurer submits to the District Board a proposed budget for the new fiscal year. The proposed budget includes statements and estimates of the operation and maintenance expenses of the District, the costs of capital improvements to be financed by the voter authorized ad valorem tax levy, and the amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy, and the amount to be raised to pay the District's general obligation bonds, as applicable.

The Treasurer has submitted the budget for FY 2017-2018 and has filed the necessary statements and estimates.

If the District Board approves this tentative budget for FY 2017-2018, the attached notice will be published giving notice of filing the required statements and estimates, and giving notice of a public hearing on June 20, 2017 to receive comment on the tentative budget and, particularly, on the portions of the statements and estimates not relating to debt service on general obligation bonds.

After the public hearing, the District Board may adopt a final budget by resolution and may order the fixing, levying and assessment of required ad valorem taxes.

Financial Impact:

Fiscal Year:	2018
Budgeted Y/N:	Y
Amount:	$213

Establishment of the tentative budget for fiscal year 2017-2018.

Staff Recommendation:

Staff recommends approval of Resolution GFCFD2 2017-01, adopting the tentative budget for fiscal year 2017-2018.

Suggested Motion:

I move to adopt Resolution No. GFCFD2 2017-01, adopting the tentative budget for fiscal year 2017-2018.

Attachments

Gladden Farms (Phase II) CFD 2017-2018 Tentative Budget Resolution

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RESOLUTION NO. GFCFD2 2017-01

GLADDEN FARMS (PHASE II) COMMUNITY FACILITIES DISTRICT

A RESOLUTION OF THE DISTRICT BOARD OF GLADDEN FARMS (PHASE II) COMMUNITY FACILITIES DISTRICT, A COMMUNITY FACILITIES DISTRICT OF ARIZONA, APPROVING A TENTATIVE BUDGET FOR FISCAL YEAR 2017-2018 PURSUANT TO ARS §48-716; SETTING A PUBLIC HEARING DATE ON SAID TENTATIVE BUDGET; FILING STATEMENTS AND ESTIMATES OF THE OPERATION AND MAINTENANCE EXPENSES OF THE DISTRICT, THE COSTS OF CAPITAL IMPROVEMENTS TO BE FINANCED BY THE APPROVED AD VALOREM TAX LEVY, AND THE AMOUNT OF ALL OTHER EXPENDITURES FOR PUBLIC INFRASTRUCTURE AND ENHANCED MUNICIPAL SERVICES PROPOSED TO BE PAID FROM THE TAX LEVY AND OF THE AMOUNT TO BE RAISED TO PAY GENERAL OBLIGATION BONDS OF THE DISTRICT, ALL OF WHICH SHALL BE PROVIDED FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES ON THE ASSESSED VALUE OF ALL THE REAL AND PERSONAL PROPERTY IN THE DISTRICT; PROVIDING FOR NOTICE OF FILING THE STATEMENTS AND ESTIMATES, AND NOTICE OF A PUBLIC HEARING ON THE PORTIONS OF THE STATEMENTS AND ESTIMATES NOT RELATING TO DEBT SERVICE ON GENERAL OBLIGATION BONDS; AND PROVIDING THAT THIS RESOLUTION SHALL BE EFFECTIVE AFTER ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, on, December 11, 2007, the Mayor and Council of the Town of Marana ("Town") adopted Resolution No. 2007-221 creating, within the Town, Gladden Farms (Phase II) Community Facilities District ("GFCFD2"), a community facilities district in accordance with ARS §48-701 et seq. Arizona Revised Statutes, as amended, as described in Exhibit "A" attached hereto and expressly made a part hereof; and

WHEREAS, GFCFD2 is a special purpose district for purposes of Article IX, Section 19, Constitution of Arizona, a tax-levying public improvement district for the purposes of Article XIII, Section 7, Constitution of Arizona, and a municipal corporation for all purposes of Title 35, Chapter 3, Articles 3, 3.1., 3.2, 4 and 5, Arizona Revised Statutes, as amended, and [except as otherwise provided in §48-708(B), as amended] is considered to be a municipal corporation and political subdivision of the State of Arizona, separate and apart from the Town; and

WHEREAS, a primary purpose for creating GFCFD2 was to finance construction and maintenance of certain public improvements needed for the "Gladden Farms (Phase II)" development through assessment of ad valorem taxes on all real and personal property within such development; and

WHEREAS, in accordance with ARS §§48-719 and 48-723, a special election was held on May 13, 2008, wherein the qualified electors of GFCFD2 voted to issue general obligation bonds in the maximum amount of sixty million dollars ($60,000,000) to cover costs of constructing required public improvements, and to levy and collect an annual ad valorem tax at a rate not to exceed thirty cents (30¢) per one hundred dollars ($100) of assessed valuation for GFCFD2 operation and maintenance expenses; and

WHEREAS, in accordance with ARS §§48-716 and 48-723, the GFCFD2 Treasurer has submitted to the GFCFD2 Board a proposed budget for Fiscal Year 2017-2018 which includes statements and estimates of the operation and maintenance expenses of GFCFD2, the costs of capital improvements to be financed by the authorized ad valorem tax levy, and the amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay GFCFD2 general obligation bonds, all of which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property within GFCFD2; and

WHEREAS, the GFCFD2 Board desires now to approve said tentative budget for Fiscal Year 2017-2018 to publish notice of having filed the required statements and estimates, and to set a date (and publish a notice thereof) for a public hearing to receive comment on the tentative budget and, particularly, on the portions of the statements and estimates not relating to debt service on general obligation bonds; and

WHEREAS, after said public hearing (and on or before October 1), the GFCFD2 Board expects to adopt a final budget by resolution; and

WHEREAS, on or before the third Monday in August, the GFCFD2 Board also expects to order the fixing, levying and assessment of required ad valorem taxes and to cause certified copies of the order to be delivered to the Pima County Board of Supervisors and the Arizona Department of Revenue;

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT BOARD OF GLADDEN FARMS (PHASE II) COMMUNITY FACILITIES DISTRICT, AS FOLLOWS:

1. That that certain proposed budget prepared by the GFCFD2 Treasurer for Fiscal Year 2017-2018, attached hereto and expressly made a part hereof as Exhibit "B", is hereby tentatively approved.

2. That the statements and estimates of the operation and maintenance expenses of GFCFD2, the costs of capital improvements to be financed by the approved ad valorem tax levy, and the amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay GFCFD2 general obligation bonds in Fiscal Year 2017-2018 are hereby filed on forms of the Auditor General in accordance with ARS §§42-17101(3) and 48-723(C), Arizona Revised Statutes, as amended, and are attached hereto and expressly made a part hereof as Exhibit "C".

3. That a public hearing date of Tuesday, June 20, 2017, beginning at or after 7:00 p.m. in the council chambers of the Town of Marana Civic Center located at 11555 W. Civic Center Drive, Town of Marana, Arizona, is hereby set to consider said tentative budget (including, but expressly not limited to, consideration of those portions of the statements and estimates not relating to debt service on GFCFD2 general obligation bonds), and said notice (attached hereto and expressly made a part hereof as Exhibit "D") shall be published once in The Daily Territorial no later than ten (10) days prior to said hearing date.

4. That if any provision in this Resolution is held invalid by a court of competent jurisdiction, the remaining provisions shall not be affected but shall continue in full force and effect.

5. That this Resolution shall be effective after its passage and approval according to law.

RESOLVED by the District Board of Gladden Farms (Phase II) Community Facilities District this 16th day of May, 2017.

_____
Ed Honea, Chairman
District Board
Gladden Farms (Phase II) Community Facilities District

ATTEST:

_____
Jocelyn C. Bronson, District Clerk
Gladden Farms (Phase II) Community Facilities District

APPROVED AS TO FORM:

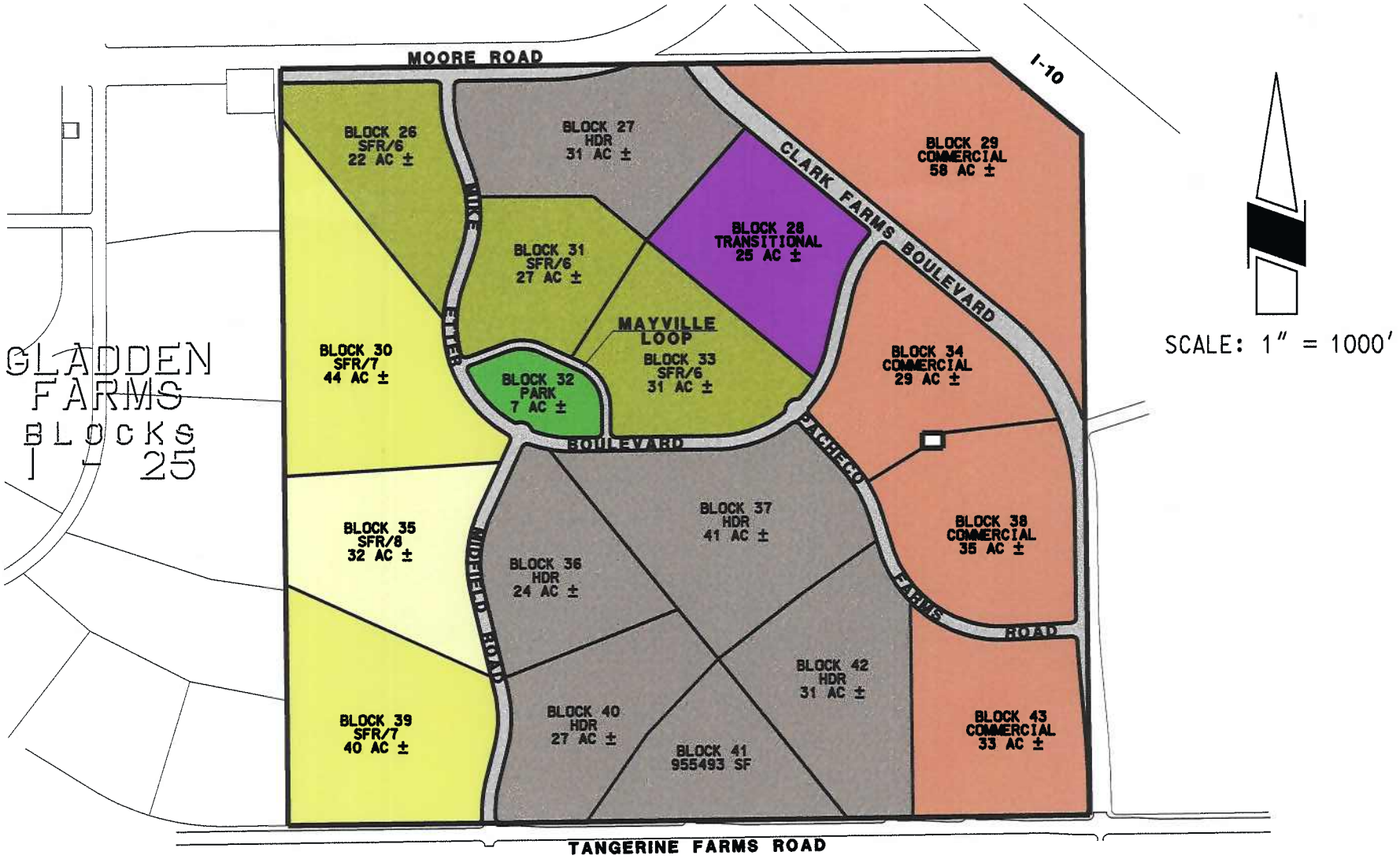
_____
Frank Cassidy, Legal Counsel
Gladden Farms (Phase II) Community Facilities District

EXHIBIT "A"

GFCFD2 Map and Legal Description

GLADDEN FARMS II

BLOCKS 26 - 43



SCALE: 1" = 1000'

RICK ENGINEERING COMPANY
1745 EAST RIVER ROAD - SUITE 101
TUCSON, AZ 85718
520.795.1000
(FAX) 520.322.6956

G:\GLADDEN_II\3308\concept\3308_EXOVER.dgn

11-APR-2007

© 2007 RICK Engineering Company

LEGAL DESCRIPTION

That part of Section 35, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, lying South and West of the Southwest right of way line of the relocated Tucson-Picacho Highway, Federal Interstate Project 94, as it existed on May 15, 1950;

EXCEPT THEREFROM the right of way for Moore Road, formerly Grier Road, over the North 30 feet thereof, as shown on the map recorded in Book 2 of Road Maps, Pages 126 through 129;

AND EXCEPT THEREFROM the following well site belonging to Cortaro Water Users' Association:

Marana Well No. 14

That portion of the Southeast quarter of the Northeast quarter of Section 35, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, particularly bounded and described as follows:

BEGINNING at a point which is 938.65 feet Westerly and 50 feet Northerly from the East quarter corner of said Section;

THENCE Westerly 50 feet from and parallel to the East and West center line of said Section 35, a distance of 135 feet to a point;

THENCE Northerly 1073.65 feet from and parallel to the East line of the said Southeast quarter of the Northeast quarter of Section 35, 100 feet to a point;

THENCE Easterly 150 feet from and parallel to the East and West center line of said Section 35, 135 feet to a point;

THENCE Southerly 938.65 feet from and parallel to the East line of the said Southeast quarter of the Northeast quarter of Section 35, 100 feet to the POINT OF BEGINNING;

AND EXCEPT THEREFROM the following portion conveyed to Cortaro Marana Irrigation District in the Deed recorded in Docket 1968, Page 585:

BEGINNING at a point on the North line of said Section 35, said point being South 89°49'00" West, 591.06 feet from the Northeast corner of said Section 35;

THENCE South 49°37'00" East along the Southwesterly right of way line of Interstate 10, 357.77 feet;

THENCE South 49°53'00" East, 419.03 feet to the East line of said Section 35;

THENCE South 0°15'00" East, 32.81 feet along said East line;

THENCE South 49°53'00" West, 448.44 feet;

THENCE North 49°37'00" West, 386.97 feet to the aforesaid North line of Section 35;

THENCE North 89°49'00" East, 38.44 feet to the POINT OF BEGINNING;

AND EXCEPT THEREFROM a strip of land 110 feet in width conveyed to the State of Ariozna, by and through its State Highway Commission in the Deed recorded in Docket 2003, Page 408 described as follows:

BEGINNING at the point of intersection of the existing Southwest right of way line of the existing Casa Grande-Tucson Highway with the East line of Section 35, from whence the Northeast corner of said Section 35 bears Northerly 359.70 feet;

THENCE North 49°53'00" West along said existing Southwest right of way line, a distance of 325.42 feet;

THENCE North 49°37'00' West continuing along said existing Southwest right of way line, a distance of 229.27 feet, to a point on the North line of said Section;

THENCE Westerly along said North section line, a distance of 169.15 feet;

THENCE South 49°37'00" East 357.77 feet;

THENCE South 49°53'00" East 419.03 feet to a point on the aforesaid East line of Section 35;

THENCE Northerly along East section line, a distance of 144.38 feet, to the POINT OF BEGINNING;

AND EXCEPT THEREFROM the South 250.00 feet.

EXHIBIT "B"

FY 2017-2018 GFCFD2 Budget

GLADDEN FARMS (Phase II) COMMUNITY FACILITIES DISTRICT (GFCFD2)
TENTATIVE BUDGET AND SUMMARY SCHEDULE
OF ESTIMATED REVENUES AND EXPENDITURES
FISCAL YEAR 2017-18

REVENUES	FY 2017 Adopted Budget	FY 2017 Amended Budget	FY 2017 Estimated Acutal	FY 2018 Budget
Property Tax - General (Operating)	$ 172	$ 172	$ 169	$ 199
Property Tax- Secondary (Debt Service)	-	-	-	-
Developer Contributions	-	-	-	-
Total Revenues	172	172	169	199
EXPENDITURES				
CFD Administration	100	100	50	100
Costs of Issuance	-	-	-	-
Accounting/Auditing	-	-	-	-
Public Notification Expenses	52	52	52	52
Consultant Services	-	-	-	-
Outside Legal Counsel	-	-	-	-
Debt Service	-	-	-	-
Trustee Fees	-	-	-	-
Capital Improvements Acquisition	-	-	-	-
Maintenance and Operation	61	61	-	61
Replacement Reserve	-	-	-	-
Total Expenditures	213	213	102	213
Excess (Deficiency) of Revenues Over (Under) Expenditures	(41)	(41)	67	(14)
Other Financing Sources (Uses)				
Bond Proceeds	-	-	-	-
Total Other Financing Sources	-	-	-	-
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Uses	(41)	(41)	67	(14)
BEGINNING FUND BALANCE	25,027	25,027	25,000	25,067
ENDING FUND BALANCE	$ 24,986	$ 24,986	$ 25,067	$ 25,053

EXHIBIT "C"

GFCFD2 Statements and Estimates on Auditor General Forms

TOWN OF MARANA
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2018

Fiscal Year		Sch	FUNDS							
			General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds
2017	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	42,988,705	8,003,917	9,029,886	81,633,576	0	24,291,695	4,116,110	170,063,889
2017	Actual Expenditures/Expenses**	E	34,906,658	5,432,305	9,066,419	34,848,226	0	7,911,048	3,819,304	95,983,960
2018	Fund Balance/Net Position at July 1***		22,662,353	5,487,737	1,854,308	34,339,671		31,670,889	1,224,625	97,239,583
2018	Primary Property Tax Levy	B	0							0
2018	Secondary Property Tax Levy	B			452,269	68,949				521,218
2018	Estimated Revenues Other than Property Taxes	C	43,558,148	5,842,629	2,261,303	46,143,079	0	15,832,594	4,214,329	117,852,082
2018	Other Financing Sources	D	0	0	0	5,500,000	0	2,000,000	0	7,500,000
2018	Other Financing (Uses)	D	0	0	0	0	0	0	0	0
2018	Interfund Transfers In	D	0	100,000	6,266,911	3,000,000	0	669,022	0	10,035,933
2018	Interfund Transfers (Out)	D	6,107,870	0	0	1,554,437	0	2,373,626	0	10,035,933
2018	Reduction for Amounts Not Available:									
LESS:	Amounts for Future Debt Retirement:									0
										0
										0
										0
2018	Total Financial Resources Available		60,112,631	11,430,366	10,834,791	87,497,262	0	47,798,879	5,438,954	223,112,883
2018	Budgeted Expenditures/Expenses	E	46,801,370	7,850,924	8,283,441	86,747,578	0	47,028,683	4,214,329	200,926,325

EXPENDITURE LIMITATION COMPARISON	2017	2018
1. Budgeted expenditures/expenses	$ 170,063,889	$ 200,926,325
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	170,063,889	200,926,325
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	$ 170,063,889	$ 200,926,325
6. EEC expenditure limitation	$	$

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.
** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

TOWN OF MARANA
Tax Levy and Tax Rate Information
Fiscal Year 2018

	2017	2018
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$	$
2. Amount received from primary property taxation in the **current year** in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	$	
3. Property tax levy amounts		
A. Primary property taxes	$	$
B. Secondary property taxes	511,794	571,672
C. Total property tax levy amounts	$ 511,794	$ 571,672
4. Property taxes collected*		
A. Primary property taxes		
(1) **Current** year's levy	$ 511,333	
(2) Prior years' levies	461	
(3) Total primary property taxes	$ 511,794	
B. Secondary property taxes		
(1) **Current** year's levy	$	
(2) Prior years' levies		
(3) Total secondary property taxes	$	
C. Total property taxes collected	$ 511,794	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate		
(2) Secondary property tax rate	2.8000	2.8000
(3) Total city/town tax rate	2.8000	2.8000

B. Special assessment district tax rates

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating four special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

TOWN OF MARANA
Revenues Other Than Property Taxes
Fiscal Year 2018

SOURCE OF REVENUES	ESTIMATED REVENUES 2017	ACTUAL REVENUES* 2017	ESTIMATED REVENUES 2018
GENERAL FUND			
Local taxes			
Sales taxes	$ 24,156,385	$ 25,265,098	$ 25,817,378
Licenses and permits			
Building and development fees	3,480,385	3,353,925	3,459,185
Business and license fees	160,000	157,980	160,000
Animal license fees			85,000
Franchise fees	400,000	389,180	400,000
Host Fees			350,000
Intergovernmental			
State shared sales taxes	3,891,291	3,685,849	3,926,928
Urban revenue sharing	5,057,824	5,053,740	5,185,515
Auto lieu	1,770,957	1,778,650	1,923,473
Other	85,000	79,453	
Charges for services			
Charges for services	489,160	508,576	534,650
Fines and forfeits			
Court fines and fees	640,000	624,750	625,000
Interest on investments			
Interest	200,000	165,540	200,000
Contributions			
Voluntary contributions	231,264	213,924	224,300
Miscellaneous			
Other miscellaneous	655,919	650,959	666,719
Total General Fund	$ 41,218,185	$ 41,927,624	$ 43,558,148
SPECIAL REVENUE FUNDS			
Community development block grants	$ 261,700	$ 93,136	$ 175,000
Affordable housing revolving	10,000	2,218	10,000
Other grants and contributions	1,183,593	758,339	1,185,593

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

TOWN OF MARANA
Revenues Other Than Property Taxes
Fiscal Year 2018

SOURCE OF REVENUES	ESTIMATED REVENUES 2017	ACTUAL REVENUES* 2017	ESTIMATED REVENUES 2018
RICO	30,515	34,568	31,615
	$ 1,485,808	$ 888,261	$ 1,402,208
Impound	$ 50,000	$ 46,400	$ 50,000
Bed Tax	937,884	973,160	989,558
Emergency telecommunications	52,000	48,950	52,000
Local JCEF	15,000	11,817	15,000
	$ 1,054,884	$ 1,080,327	$ 1,106,558
Fill the GAP	$ 6,000	$ 5,707	$ 6,500
Local technology enhancement	140,000	127,635	130,000
Highway user revenue	3,100,763	3,023,812	3,197,363
	$ 3,246,763	$ 3,157,154	$ 3,333,863
Total Special Revenue Funds	$ 5,787,455	$ 5,125,742	$ 5,842,629

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

DEBT SERVICE FUNDS

Tangerine farms road improvement district	$ 2,111,776	$ 2,428,821	$ 2,251,074
Gladden farms CFD debt	264,603	223,569	10,229
	$ 2,376,379	$ 2,652,390	$ 2,261,303
Total Debt Service Funds	$ 2,376,379	$ 2,652,390	$ 2,261,303

CAPITAL PROJECTS FUNDS

Transportation	$ 5,933,250	$ 5,648,657	$ 7,018,183
One-half cent sales tax	6,000,000	5,045,585	5,579,676
Impact fee funds	1,546,093	1,981,750	2,014,725
Other capital projects	891,075	669,365	3,946,871
	$ 14,370,418	$ 13,345,357	$ 18,559,455
Downtown reinvestment	$ 180,165	$ 214,732	$ 223,600
Regional transportation authority	40,382,226	30,397,922	26,911,099
Tangerine farms road improvement district	35,000	17,450	35,000
	$ 40,597,391	$ 30,630,104	$ 27,169,699
Gladden farms II CFD capital	$	$	$
Vanderbilt farms CFD capital	29,839		29,839
Saguaro springs CFD capital	384,086		384,086
	$ 413,925	$	$ 413,925
Total Capital Projects Funds	$ 55,381,734	$ 43,975,461	$ 46,143,079

TOWN OF MARANA
Revenues Other Than Property Taxes
Fiscal Year 2018

SOURCE OF REVENUES	ESTIMATED REVENUES 2017	ACTUAL REVENUES* 2017	ESTIMATED REVENUES 2018
* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.			
ENTERPRISE FUNDS			
Water utility	$ 5,561,518	$ 4,795,695	$ 6,555,548
Airport	2,295,569	459,658	6,715,540
Wastewater utility	2,048,694	1,595,805	2,561,506
	$ 9,905,781	$ 6,851,158	$ 15,832,594
Total Enterprise Funds	$ 9,905,781	$ 6,851,158	$ 15,832,594
* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.			
INTERNAL SERVICE FUNDS			
Health benefits	$ 3,856,160	$ 3,497,856	$ 3,925,763
Dental benefits	259,950	251,457	288,566
	$ 4,116,110	$ 3,749,313	$ 4,214,329
Total Internal Service Funds	$ 4,116,110	$ 3,749,313	$ 4,214,329
TOTAL ALL FUNDS	$ 118,785,644	$ 104,281,688	$ 117,852,082
* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.			

TOWN OF MARANA
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2018

FUND	OTHER FINANCING 2018 SOURCES	OTHER FINANCING 2018 <USES>	INTERFUND TRANSFERS 2018 IN	INTERFUND TRANSFERS 2018 <OUT>
GENERAL FUND				
Other grants and contributions	$	$	$	$ 100,000
Other capital projects				3,000,000
2013 debt service				1,259,913
2014 debt service				672,500
2017 debt service				406,435
Airport				669,022
Wastewater utility				
Total General Fund	$	$	$	$ 6,107,870
SPECIAL REVENUE FUNDS				
Other grants and contributions	$	$	$ 100,000	$
Total Special Revenue Funds	$	$	$ 100,000	$
DEBT SERVICE FUNDS				
2013 debt service			3,069,439	$
2014 debt service			531,908	
2016 debt service			2,665,564	
2017 debt service				
Total Debt Service Funds	$	$	$ 6,266,911	$
CAPITAL PROJECTS FUNDS				
Transportation	$	$	$	$ 641,740
Impact fees				912,697
Other capital projects			3,000,000	
Gladden farms II CFD	1,000,000			
Saguaro springs CFD	4,500,000			
Total Capital Projects Funds	$ 5,500,000	$	$ 3,000,000	$ 1,554,437
PERMANENT FUNDS				
	$	$	$	$
Total Permanent Funds	$	$	$	$
ENTERPRISE FUNDS				
Airport	$	$	$ 669,022	$
Water utility	2,000,000			1,186,813
Wastewater utility				1,186,813
Total Enterprise Funds	$ 2,000,000	$	$ 669,022	$ 2,373,626
INTERNAL SERVICE FUNDS				
	$	$	$	$
Total Internal Service Funds	$	$	$	$

TOWN OF MARANA
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2018

FUND	OTHER FINANCING 2018 SOURCES	OTHER FINANCING 2018 <USES>	INTERFUND TRANSFERS 2018 IN	INTERFUND TRANSFERS 2018 <OUT>
TOTAL ALL FUNDS	$ 7,500,000	$	$ 10,035,933	$ 10,035,933

TOWN OF MARANA
Expenditures/Expenses by Fund
Fiscal Year 2018

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017	ACTUAL EXPENDITURES/ EXPENSES* 2017	BUDGETED EXPENDITURES/ EXPENSES 2018
GENERAL FUND				
Non-departmental	$ 1,278,097	$ 276,000	$ 900,891	$ 1,977,426
Mayor and council	289,572		247,658	290,628
Town manager	1,650,390		1,535,590	1,719,940
Town clerk	497,244		365,750	429,193
Human resources	879,634		799,650	869,595
Finance	1,212,225		1,012,541	1,197,621
Legal	832,495		801,715	847,174
Technology services	2,554,348	35,000	2,415,158	2,664,643
Economic and tourism develop	200,285		190,744	276,876
Development services admin	324,349		221,580	344,274
Development records				
Building safety	1,121,615		1,014,540	1,055,171
Planning	1,194,939		1,003,870	1,020,554
Engineering	2,598,690		2,385,950	2,626,234
Police	12,134,654		11,917,960	12,919,320
Courts	1,033,015		980,450	992,929
Public works	3,526,743		3,048,135	4,266,770
Parks and recreation	3,988,586	85,000	3,728,390	4,482,977
Community development	963,860	156,000	1,012,540	1,042,374
Capital outlay	1,707,964		1,047,546	2,777,671
Contingency	5,000,000		276,000	5,000,000
Total General Fund	$ 42,988,705	$	$ 34,906,658	$ 46,801,370
SPECIAL REVENUE FUNDS				
Highway user revenue	$ 3,867,177	$	$ 3,798,568	$ 3,678,138
Revolving affordable housing	215,720			305,720
Local JCEF	82,000			82,000
Fill the GAP	34,500			34,500
Local technology	283,256		37,712	288,191
Community development block gran	261,700		96,457	210,000
Bed tax	940,649		898,480	989,558
Other grants and contributions	1,193,665		434,714	1,135,173
RICO	1,034,500		87,964	1,034,500
Impound fees	19,000		16,897	21,394
Emergency telecommunications	71,750		61,513	71,750
Total Special Revenue Funds	$ 8,003,917	$	$ 5,432,305	$ 7,850,924
DEBT SERVICE FUNDS				
Series 2008 debt	$ 2,637,788	$	$ 2,639,275	$ 1,314,269
Series 2013 debt	3,031,725		3,034,816	3,033,425
Series 2014 debt	531,725		514,071	533,908
Series 2017 debt				649,602
Tangerine farms ID debt	2,111,776		2,276,985	2,251,074
Gladden farms CFD debt	716,872		601,272	501,163
Saguaro springs CFD debt				
Total Debt Service Funds	$ 9,029,886	$	$ 9,066,419	$ 8,283,441

TOWN OF MARANA
Expenditures/Expenses by Fund
Fiscal Year 2018

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017	ACTUAL EXPENDITURES/ EXPENSES* 2017	BUDGETED EXPENDITURES/ EXPENSES 2018
CAPITAL PROJECTS FUNDS				
Transportation	$ 15,026,708	$	$ 3,623,922	$ 18,915,941
One-half percent sales tax	7,092,271		1,122,706	17,175,455
Impact fee funds	9,758,097		1,139,584	9,819,518
Tangerine farms ID	35,000		23,420	35,000
Other capital projects	2,698,275		2,365,953	7,194,078
Downtown reinvestment	185,319			223,600
Regional transportation authority	40,382,227		26,173,912	26,911,099
Gladden farms CFD	1,531,272		398,540	1,548,480
Gladden farms II CFD	213		63	213
Saguaro springs CFD	4,892,000		63	4,892,000
Vanderbilt farms CFD	32,194		63	32,194
Total Capital Projects Funds	$ 81,633,576	$	$ 34,848,226	$ 86,747,578
PERMANENT FUNDS				
	$	$	$	$
Total Permanent Funds	$	$	$	$
ENTERPRISE FUNDS				
Water utility	$ 10,178,570	$	$ 3,795,447	$ 11,733,268
Airport	1,943,389		355,981	7,752,938
Wastewater utility	12,169,736		3,759,620	27,542,477
Total Enterprise Funds	$ 24,291,695	$	$ 7,911,048	$ 47,028,683
INTERNAL SERVICE FUNDS				
Health benefits	$ 3,856,160	$	$ 3,594,580	$ 3,925,763
Dental benefits	259,950		224,724	288,566
Total Internal Service Funds	$ 4,116,110	$	$ 3,819,304	$ 4,214,329
TOTAL ALL FUNDS	$ 170,063,889	$	$ 95,983,960	$ 200,926,325

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

TOWN OF MARANA
Expenditures/Expenses by Department
Fiscal Year 2018

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017	ACTUAL EXPENDITURES/ EXPENSES* 2017	BUDGETED EXPENDITURES/ EXPENSES 2018
Town manager:				
General Fund	$ 1,650,390	$	$ 1,427,948	$ 1,719,940
Bed Tax Fund	5,108		40,545	5,000
Department Total	$ 1,655,498	$	$ 1,468,493	$ 1,724,940
Economic and tourism development:				
General Fund	$ 200,285	$	$ 182,738	$ 276,876
Bed Tax Fund	260,619		256,458	309,636
Department Total	$ 460,904	$	$ 439,196	$ 586,512
Police:				
General Fund	$ 12,134,654	$	$ 11,416,656	$ 12,919,320
RICO	34,500		87,964	34,500
Impound fees	19,000		63,897	21,394
Other grants	512,876		149,856	454,384
Emergency telecommunications	71,750		61,513	71,750
Department Total	$ 12,772,780	$	$ 11,779,886	$ 13,501,348
Court:				
General Fund	$ 1,033,015	$	$ 979,992	$ 992,929
Local JCEF	72,000			72,000
Fill the GAP	34,500			34,500
Local tech enhancement	283,256		37,712	288,191
Department Total	$ 1,422,771	$	$ 1,017,704	$ 1,387,620
Public works:				
General Fund	$ 3,526,743	$	$ 3,048,135	$ 4,266,057
Highway user revenue fund	3,000,590		3,698,568	2,894,263
Department Total	$ 6,527,333	$	$ 6,746,703	$ 7,160,320
Community Development:				
General Fund	$ 963,860	$	$ 566,892	$ 1,042,374
CDBG	261,700		96,457	185,000
Revolving affordable housing	215,720			215,720
Department Total	$ 1,441,280	$	$ 663,349	$ 1,443,094

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

TOWN OF MARANA
Full-Time Employees and Personnel Compensation
Fiscal Year 2018

FUND	Full-Time Equivalent (FTE) 2018	Employee Salaries and Hourly Costs 2018	Retirement Costs 2018	Healthcare Costs 2018	Other Benefit Costs 2018	Total Estimated Personnel Compensation 2018
GENERAL FUND	315.1	$ 19,448,653	$ 3,259,218	$ 3,384,178	$ 2,471,055	$ 28,563,104
SPECIAL REVENUE FUNDS						
Other grant funds	7.0	$ 256,924	$ 85,010	$ 50,083	$ 40,367	$ 432,384
Bed tax	1.7	83,654	9,488	19,987	7,729	120,858
Local technology	1.0	32,136	3,645	11,195	2,765	49,741
Total Special Revenue Funds	9.7	$ 372,714	$ 98,143	$ 81,265	$ 50,861	$ 602,983
ENTERPRISE FUNDS						
Water utility	23.0	$ 1,426,093	$ 159,475	$ 252,430	$ 162,210	$ 2,000,208
Airport	3.0	185,171	21,135	43,561	29,323	279,190
Wastewater utility	5.0	261,996	29,088	60,782	29,601	381,467
Total Enterprise Funds	31.0	$ 1,873,260	$ 209,698	$ 356,773	$ 221,134	$ 2,660,865
TOTAL ALL FUNDS	355.8	$ 21,694,627	$ 3,567,059	$ 3,822,216	$ 2,743,050	$ 31,826,952

EXHIBIT "D"

GFCFD2 Published Notice

GLADDEN FARMS (PHASE II) COMMUNITY FACILITIES DISTRICT
NOTICE OF FILING STATEMENTS AND ESTIMATES
AND
NOTICE OF PUBLIC HEARING

NOTICE OF FILING STATEMENTS AND ESTIMATES OF THE OPERATION AND MAINTENANCE EXPENSES OF GLADDEN FARMS (PHASE II) COMMUNITY FACILITIES DISTRICT, THE COSTS OF CAPITAL IMPROVEMENTS TO BE FINANCED BY THE AD VALOREM TAX LEVY, AND THE AMOUNT OF ALL OTHER EXPENDITURES FOR PUBLIC INFRASTRUCTURE AND ENHANCED MUNICIPAL SERVICES PROPOSED TO BE PAID FROM THE TAX LEVY AND OF THE AMOUNT TO BE RAISED TO PAY GENERAL OBLIGATION BONDS OF THE DISTRICT; AND NOTICE OF A PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2017-2018 BUDGET OF THE DISTRICT, INCLUDING A HEARING ON THOSE PORTIONS OF THE STATEMENTS AND ESTIMATES NOT RELATING TO DEBT SERVICE ON GENERAL OBLIGATION BONDS.

Notice is hereby given that statements and estimates have been filed in the Office of the District Clerk of Gladden Farms (Phase II) Community Facilities District of the operation and maintenance expenses of the District, the costs of capital improvements to be financed by the voter-approved ad valorem tax levy, and the amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay general obligation bonds of the District, all of which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property in the District. Notice is further given of a public hearing on the proposed Fiscal Year 2017-2018 budget of the District, including (but not limited to) a hearing on those portions of the statements and estimates not relating to debt service on general obligation bonds, all pursuant to Arizona Revised Statutes §§48-716 and 48-723. Such hearing will be held by the District Board on Tuesday, June 20, 2017, at or after 7:00 p.m. in the council chambers of the Town of Marana Civic Center, 11555 W. Civic Center Drive, Marana, Arizona. Copies of the budget are available from the Office of the District Treasurer, 11555 W. Civic Center Drive, Town of Marana, Arizona 85653, telephone number: (520) 382-1900.

Dated this _____ day of _____, 2017

/s/ Gilbert Davidson
……..
District Manager
Gladden Farms (Phase II) Community Facilities District

Published: _____, 2017

Council-Regular Meeting **A6**

Meeting Date: 05/16/2017

To: Mayor and Council

From: Erik Montague, Finance Director

Date: May 16, 2017

Strategic Plan Focus Area:
Commerce, Community, Heritage, Recreation, Progress & Innovation

Subject: Resolution No. SSCFD 2017-01: [Marana Town Council acting as the Saguaro Springs Community Facilities District Board of Directors]: A Resolution of the District Board of Saguaro Springs Community Facilities District, a Community Facilities District of Arizona, approving a tentative budget for fiscal year 2017-2018 pursuant to ARS §48-716; setting a public hearing date on said tentative budget; filing statements and estimates of the operation and maintenance expenses of the district, the costs of capital improvements to be financed by the approved ad valorem tax levy, and the amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay general obligation bonds of the district, all of which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property in the district; providing for notice of filing the statements and estimates, and notice of a public hearing on the portions of the statements and estimates not relating to debt service on general obligation bonds; and providing that this resolution shall be effective after its passage and approval according to law (Erik Montague)

Discussion:

On or before July 15th, the District Treasurer submits to the District Board a proposed budget for the new fiscal year. The proposed budget includes statements and estimates of the operation and maintenance expenses of the District, the costs of capital improvements to be financed by the voter authorized ad valorem tax levy, and the amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and the amount to be raised to pay the District's bonds, as applicable.

The Treasurer has submitted the budget for FY 2017-2018 and has filed the necessary statements and estimates.

If the District Board approves this tentative budget for FY 2017-2018, the attached notice will be published giving notice of filing the required statements and estimates, and giving notice of a public hearing on June 20, 2017 to receive comment on the tentative budget and, particularly, on the portions of the statements and estimates not relating to debt service on general obligation bonds.

After the public hearing, the District Board may adopt a final budget by resolution and may order the fixing, levying and assessment of required ad valorem taxes.

Financial Impact:

Fiscal Year:	2018
Budgeted Y/N:	Y
Amount:	$4,892,000

Establishment of the tentative budget for fiscal year 2017-2018.

Staff Recommendation:

Staff recommends adoption of Resolution No. SSCFD 2017-01, adopting the tentative budget for fiscal year 2017-2018.

Suggested Motion:

I move to adopt Resolution No. SSCFD 2017-01, adopting the tentative budget for fiscal year 2017-2018.

Attachments

Saguaro Springs CFD 2017-2018 Tentative Budget Resolution

RESOLUTION NO. SSCFD 2017-01

SAGUARO SPRINGS COMMUNITY FACILITIES DISTRICT

A RESOLUTION OF THE DISTRICT BOARD OF SAGUARO SPRINGS COMMUNITY FACILITIES DISTRICT, A COMMUNITY FACILITIES DISTRICT OF ARIZONA, APPROVING A TENTATIVE BUDGET FOR FISCAL YEAR 2017-2018 PURSUANT TO ARS §48-716; SETTING A PUBLIC HEARING DATE ON SAID TENTATIVE BUDGET; FILING STATEMENTS AND ESTIMATES OF THE OPERATION AND MAINTENANCE EXPENSES OF THE DISTRICT, THE COSTS OF CAPITAL IMPROVEMENTS TO BE FINANCED BY THE APPROVED AD VALOREM TAX LEVY, AND THE AMOUNT OF ALL OTHER EXPENDITURES FOR PUBLIC INFRASTRUCTURE AND ENHANCED MUNICIPAL SERVICES PROPOSED TO BE PAID FROM THE TAX LEVY AND OF THE AMOUNT TO BE RAISED TO PAY GENERAL OBLIGATION BONDS OF THE DISTRICT, ALL OF WHICH SHALL BE PROVIDED FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES ON THE ASSESSED VALUE OF ALL THE REAL AND PERSONAL PROPERTY IN THE DISTRICT; PROVIDING FOR NOTICE OF FILING THE STATEMENTS AND ESTIMATES, AND NOTICE OF A PUBLIC HEARING ON THE PORTIONS OF THE STATEMENTS AND ESTIMATES NOT RELATING TO DEBT SERVICE ON GENERAL OBLIGATION BONDS; AND PROVIDING THAT THIS RESOLUTION SHALL BE EFFECTIVE AFTER ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, on, September 4, 2007, the Mayor and Council of the Town of Marana ("Town") adopted Resolution No. 2007-152 creating, within the Town, Saguaro Springs Community Facilities District ("SSCFD"), a community facilities district in accordance with ARS §48-701 et seq. Arizona Revised Statutes, as amended, as described in Exhibit "A" attached hereto and expressly made a part hereof; and

WHEREAS, SSCFD is a special purpose district for purposes of Article IX, Section 19, Constitution of Arizona, a tax-levying public improvement district for the purposes of Article XIII, Section 7, Constitution of Arizona, and a municipal corporation for all purposes of Title 35, Chapter 3, Articles 3, 3.1., 3.2, 4 and 5, Arizona Revised Statutes, as amended, and [except as otherwise provided in §48-708(B), as amended] is considered to be a municipal corporation and political subdivision of the State of Arizona, separate and apart from the Town; and

WHEREAS, a primary purpose for creating SSCFD was to finance construction and maintenance of certain public improvements needed for the "Saguaro Springs" development through assessment of ad valorem taxes on all real and personal property within such development; and

WHEREAS, in accordance with ARS §§48-719 and 48-723, a special election was held on November 21, 2007, wherein the qualified electors of SSCFD voted to issue general obligation bonds in the maximum amount of ninety nine million dollars ($99,000,000) to cover costs of constructing required public improvements, and to levy and collect an annual ad valorem tax at a rate not to exceed thirty cents (30¢) per one hundred dollars ($100) of assessed valuation for SSCFD operation and maintenance expenses; and

WHEREAS, in accordance with ARS §§48-716 and 48-723, the SSCFD Treasurer has submitted to the SSCFD Board a proposed budget for Fiscal Year 2017-2018 which includes statements and estimates of the operation and maintenance expenses of SSCFD, the costs of capital improvements to be financed by the authorized ad valorem tax levy, and the amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay SSCFD general obligation bonds, all of which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property within SSCFD; and

WHEREAS, the SSCFD Board desires now to approve said tentative budget for Fiscal Year 2017-2018 to publish notice of having filed the required statements and estimates, and to set a date (and publish a notice thereof) for a public hearing to receive comment on the tentative budget and, particularly, on the portions of the statements and estimates not relating to debt service on general obligation bonds; and

WHEREAS, after said public hearing (and on or before October 1), the SSCFD Board expects to adopt a final budget by resolution; and

WHEREAS, on or before the third Monday in August, the SSCFD Board also expects to order the fixing, levying and assessment of required ad valorem taxes and to cause certified copies of the order to be delivered to the Pima County Board of Supervisors and the Arizona Department of Revenue;

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT BOARD OF SAGUARO SPRINGS COMMUNITY FACILITIES DISTRICT, AS FOLLOWS:

1. That that certain proposed budget prepared by the SSCFD Treasurer for Fiscal Year 2017-2018, attached hereto and expressly made a part hereof as Exhibit "B", is hereby tentatively approved.

2. That the statements and estimates of the operation and maintenance expenses of SSCFD, the costs of capital improvements to be financed by the approved ad valorem tax levy, and the amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay SSCFD general obligation bonds in Fiscal Year 2017-2018 are hereby filed on forms of the Auditor General in accordance with ARS §§42-17101(3) and 48-723(C), Arizona Revised Statutes, as amended, and are attached hereto and expressly made a part hereof as Exhibit "C".

3. That a public hearing date of Tuesday, June 20, 2017, beginning at or after 7:00 p.m. in the council chambers of the Town of Marana Civic Center located at 11555 W. Civic Center Drive, Town of Marana, Arizona, is hereby set to consider said tentative budget (including, but expressly not limited to, consideration of those portions of the statements and estimates not relating to debt service on SSCFD general obligation bonds), and said notice (attached hereto and expressly made a part hereof as Exhibit "D") shall be published once in The Daily Territorial no later than ten (10) days prior to said hearing date.

4. That if any provision in this Resolution is held invalid by a court of competent jurisdiction, the remaining provisions shall not be affected but shall continue in full force and effect.

5. That this Resolution shall be effective after its passage and approval according to law.

RESOLVED by the District Board of Saguaro Springs Community Facilities District this 16th day of May 2017.

_____
Ed Honea, Chairman
District Board
Saguaro Springs Community Facilities District

ATTEST:

_____
Jocelyn C. Bronson, District Clerk
Saguaro Springs Community Facilities District

APPROVED AS TO FORM:

_____
Frank Cassidy, Legal Counsel
Saguaro Springs Community Facilities District

EXHIBIT "A"

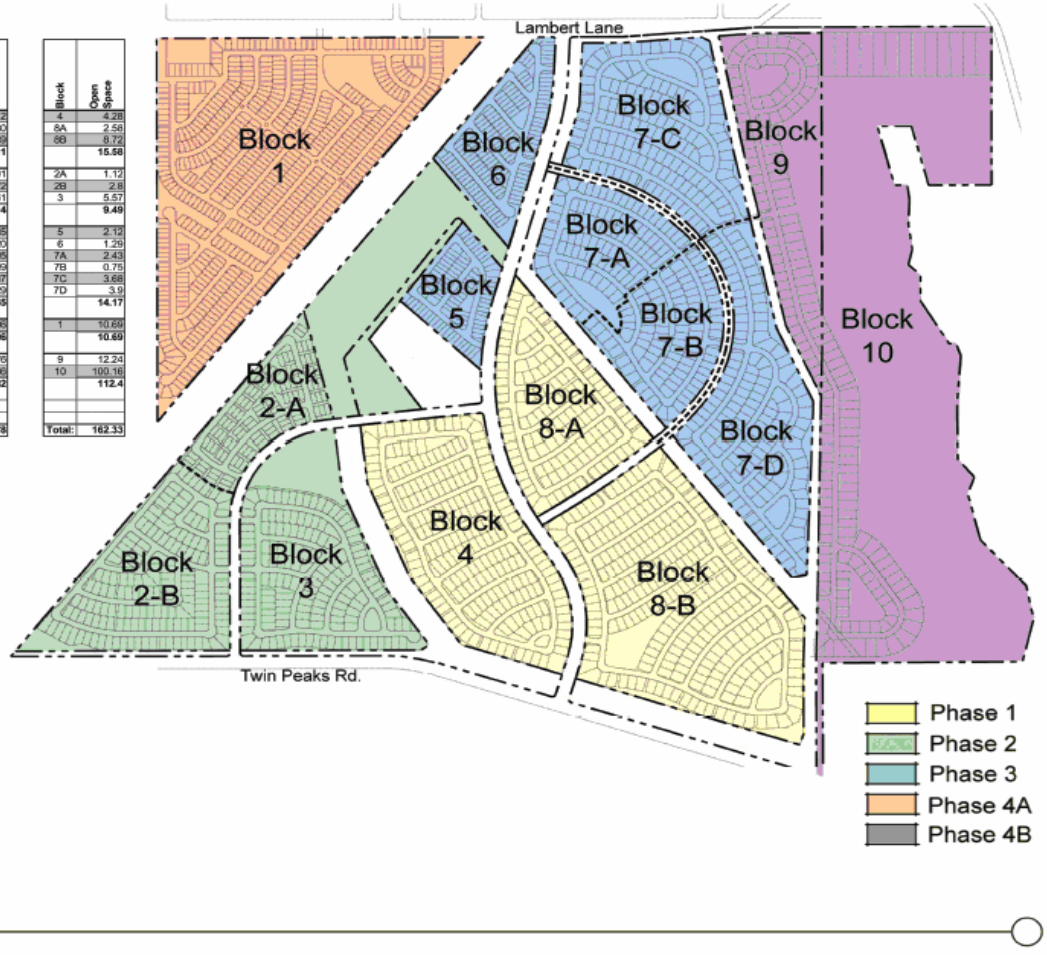
SSCFD Map and Legal Description

SULLIVAN group
Analysis. Answers.

Exhibit I-6
SAGUARO SPRINGS SITE PLAN
Tucson MSA, AZ
December 2006

	Block	Triplex	Duplex	Green Court	40x100	45x100	55x110	65x95	65x110	70x110	75x110	75x150	100x360	Total
PHASE-1	4						138		76					212
	8A							130						130
	8B						68		146		55			269
														611
PHASE-2	2A			91										91
	2B			12			160							172
	3						132		19					151
														414
PHASE-3	5	85												85
	6	120												120
	7A						72		23					95
	7B						88		11					99
	7C								114		23			137
	7D								91		38			129
														665
PHASE-4A	1		378		88	140								606
														606
PHASE-4B	9										55	21		76
	10										50	43	13	106
														182
	Subtotals	120	378		88	140	160	0	239	0	221	64	13	
													Total:	2,478

Block	Open Space
4	4.28
8A	2.58
8B	8.72
	15.58
2A	1.12
2B	2.8
3	5.57
	9.49
5	2.12
6	1.29
7A	2.43
7B	0.75
7C	3.68
7D	3.9
	14.17
1	10.69
	10.69
9	12.24
10	100.16
	112.4
Total:	162.33



Phasing Plan

Source: Empire Companies

SULLIVAN GROUP REAL ESTATE ADVISORS
AZ387bMaps.xls

Stantec Consulting Inc.
201 North Bonita Avenue Suite 101
Tucson AZ 85745-2999
Tel: (520) 750-7474 Fax: (520) 750-7470
stantec.com

Stantec

PROPERTY DESCRIPTION

SAGUARO SPRINGS

DESCRIPTION of property located in portions of Sections 17, 18 and 19, Township 12 South, Range 12 East and a portion of Section 13, Township 12 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona. Said property being more fully described as follows: Blocks 1 thru 10 and A thru D together with Lots 1 thru 9, A and B, as shown on the Block Plat for SAGUARO SPRINGS, recorded in Book 58 of Maps and Plats, Page 23, in the office of the Pima County Recorder, Pima County, Arizona.

Together with:

A portion of said Section 13, as described in Docket 12208, Page 1961, Pima County Records.

Excepting therefrom:

Lot B of said Block Plat

Also excepting therefrom:

That portion of Block 5 of said Block Plat to be dedicated for use as a school site, as recorded in Docket 12711, Page 10927, Pima County Records.

Also excepting therefrom:

That portion of Block 5 of said Block Plat to be dedicated for use as a park site, as recorded in Docket 12755, Page 4378, Pima County Records.

Said parcel containing a total area of 32,839,128 square feet or 753.88 acres of land, more or less.

Disclaimer: Stantec Consulting accepts no liability for this description if it has been modified or reformatted in any way from its original format and content, or used for any purpose other than that for which it was originally intended.

Prepared by Nathan L. Gardner, RLS 36786
Prepared on June 14, 2007
Prepared for and on behalf of Stantec Consulting Inc.
Project Number: 185621935

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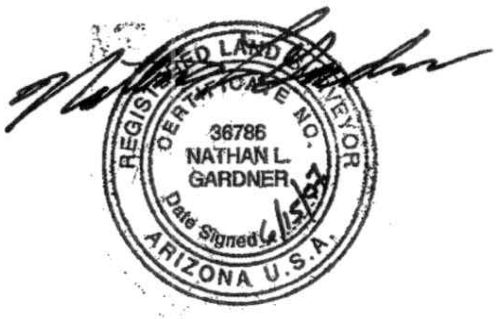


EXHIBIT "B"

FY2017-2018 SSCFD Budget

SAGUARO SPRINGS COMMUNITY FACILITIES DISTRICT (SSCFD)
TENTATIVE BUDGET AND SUMMARY SCHEDULE OF ESTIMATED REVENUES AND EXPENDITURES
FISCAL YEAR 2017-18

REVENUES	FY 2017 Adopted Budget	FY 2017 Amended Budget	FY 2017 Estimated Acutal	FY 2018 Budget
Property Tax - General (Operating)	$ 12,150	$ 12,150	$ 11,786	$ 19,230
Property Tax- Secondary (Debt Service)	-	-	-	-
Developer Contributions	384,086	384,086	-	384,086
Total Revenues	396,236	396,236	11,786	403,316
EXPENDITURES				
CFD Administration	10,000	10,000	1,250	10,000
Costs of Issuance	450,000	450,000	-	450,000
Accounting/Auditing	2,500	2,500	150	2,500
Public Notification Expenses	2,000	2,000	52	2,000
Consultant Services	15,000	15,000	-	15,000
Outside Legal Counsel	10,000	10,000	-	10,000
Debt Service	250,000	250,000	-	250,000
Trustee Fees	2,500	2,500	-	2,500
Capital Improvements Acquisition	4,000,000	4,000,000	-	4,000,000
Maintenance and Operation	50,000	50,000	-	50,000
Replacement Reserve	100,000	100,000	-	100,000
Total Expenditures	4,892,000	4,892,000	1,452	4,892,000
Excess (Deficiency) of Revenues Over (Under) Expenditures	(4,495,764)	(4,495,764)	10,334	(4,488,684)
Other Financing Sources (Uses)				
Bond Proceeds	4,500,000	4,500,000	-	4,500,000
Total Other Financing Sources	4,500,000	4,500,000	-	4,500,000
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Uses	4,236	4,236	10,334	11,316
BEGINNING FUND BALANCE	30,260	30,260	63,076	73,410
ENDING FUND BALANCE	$ 34,496	$ 34,496	$ 73,410	$ 84,726

EXHIBIT "C"

SSCFD Statements and Estimates on Auditor General Forms

TOWN OF MARANA
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2018

Fiscal Year		Sch	FUNDS							
			General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds
2017	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	42,988,705	8,003,917	9,029,886	81,633,576	0	24,291,695	4,116,110	170,063,889
2017	Actual Expenditures/Expenses**	E	34,906,658	5,432,305	9,066,419	34,848,226	0	7,911,048	3,819,304	95,983,960
2018	Fund Balance/Net Position at July 1***		22,662,353	5,487,737	1,854,308	34,339,671		31,670,889	1,224,625	97,239,583
2018	Primary Property Tax Levy	B	0							0
2018	Secondary Property Tax Levy	B			452,269	68,949				521,218
2018	Estimated Revenues Other than Property Taxes	C	43,558,148	5,842,629	2,261,303	46,143,079	0	15,832,594	4,214,329	117,852,082
2018	Other Financing Sources	D	0	0	0	5,500,000	0	2,000,000	0	7,500,000
2018	Other Financing (Uses)	D	0	0	0	0	0	0	0	0
2018	Interfund Transfers In	D	0	100,000	6,266,911	3,000,000	0	669,022	0	10,035,933
2018	Interfund Transfers (Out)	D	6,107,870	0	0	1,554,437	0	2,373,626	0	10,035,933
2018	Reduction for Amounts Not Available:									
LESS:	Amounts for Future Debt Retirement:									0
										0
										0
										0
2018	Total Financial Resources Available		60,112,631	11,430,366	10,834,791	87,497,262	0	47,798,879	5,438,954	223,112,883
2018	Budgeted Expenditures/Expenses	E	46,801,370	7,850,924	8,283,441	86,747,578	0	47,028,683	4,214,329	200,926,325

EXPENDITURE LIMITATION COMPARISON	2017	2018
1. Budgeted expenditures/expenses	$ 170,063,889	$ 200,926,325
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	170,063,889	200,926,325
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	$ 170,063,889	$ 200,926,325
6. EEC expenditure limitation	$	$

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.
** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

TOWN OF MARANA
Tax Levy and Tax Rate Information
Fiscal Year 2018

	2017	2018
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$	$
2. Amount received from primary property taxation in the **current year** in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	$	
3. Property tax levy amounts		
A. Primary property taxes	$	$
B. Secondary property taxes	511,794	571,672
C. Total property tax levy amounts	$ 511,794	$ 571,672
4. Property taxes collected*		
A. Primary property taxes		
(1) **Current** year's levy	$ 511,333	
(2) Prior years' levies	461	
(3) Total primary property taxes	$ 511,794	
B. Secondary property taxes		
(1) **Current** year's levy	$	
(2) Prior years' levies		
(3) Total secondary property taxes	$	
C. Total property taxes collected	$ 511,794	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate		
(2) Secondary property tax rate	2.8000	2.8000
(3) Total city/town tax rate	2.8000	2.8000

B. Special assessment district tax rates

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating four special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

TOWN OF MARANA
Revenues Other Than Property Taxes
Fiscal Year 2018

SOURCE OF REVENUES	ESTIMATED REVENUES 2017	ACTUAL REVENUES* 2017	ESTIMATED REVENUES 2018
GENERAL FUND			
Local taxes			
Sales taxes	$ 24,156,385	$ 25,265,098	$ 25,817,378
Licenses and permits			
Building and development fees	3,480,385	3,353,925	3,459,185
Business and license fees	160,000	157,980	160,000
Animal license fees			85,000
Franchise fees	400,000	389,180	400,000
Host Fees			350,000
Intergovernmental			
State shared sales taxes	3,891,291	3,685,849	3,926,928
Urban revenue sharing	5,057,824	5,053,740	5,185,515
Auto lieu	1,770,957	1,778,650	1,923,473
Other	85,000	79,453	
Charges for services			
Charges for services	489,160	508,576	534,650
Fines and forfeits			
Court fines and fees	640,000	624,750	625,000
Interest on investments			
Interest	200,000	165,540	200,000
Contributions			
Voluntary contributions	231,264	213,924	224,300
Miscellaneous			
Other miscellaneous	655,919	650,959	666,719
Total General Fund	$ 41,218,185	$ 41,927,624	$ 43,558,148
SPECIAL REVENUE FUNDS			
Community development block grants	$ 261,700	$ 93,136	$ 175,000
Affordable housing revolving	10,000	2,218	10,000
Other grants and contributions	1,183,593	758,339	1,185,593

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

TOWN OF MARANA
Revenues Other Than Property Taxes
Fiscal Year 2018

SOURCE OF REVENUES	ESTIMATED REVENUES 2017	ACTUAL REVENUES* 2017	ESTIMATED REVENUES 2018
RICO	30,515	34,568	31,615
	$ 1,485,808	$ 888,261	$ 1,402,208
Impound	$ 50,000	$ 46,400	$ 50,000
Bed Tax	937,884	973,160	989,558
Emergency telecommunications	52,000	48,950	52,000
Local JCEF	15,000	11,817	15,000
	$ 1,054,884	$ 1,080,327	$ 1,106,558
Fill the GAP	$ 6,000	$ 5,707	$ 6,500
Local technology enhancement	140,000	127,635	130,000
Highway user revenue	3,100,763	3,023,812	3,197,363
	$ 3,246,763	$ 3,157,154	$ 3,333,863
Total Special Revenue Funds	$ 5,787,455	$ 5,125,742	$ 5,842,629

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

DEBT SERVICE FUNDS

Tangerine farms road improvement district	$ 2,111,776	$ 2,428,821	$ 2,251,074
Gladden farms CFD debt	264,603	223,569	10,229
	$ 2,376,379	$ 2,652,390	$ 2,261,303
Total Debt Service Funds	$ 2,376,379	$ 2,652,390	$ 2,261,303

CAPITAL PROJECTS FUNDS

Transportation	$ 5,933,250	$ 5,648,657	$ 7,018,183
One-half cent sales tax	6,000,000	5,045,585	5,579,676
Impact fee funds	1,546,093	1,981,750	2,014,725
Other capital projects	891,075	669,365	3,946,871
	$ 14,370,418	$ 13,345,357	$ 18,559,455
Downtown reinvestment	$ 180,165	$ 214,732	$ 223,600
Regional transportation authority	40,382,226	30,397,922	26,911,099
Tangerine farms road improvement district	35,000	17,450	35,000
	$ 40,597,391	$ 30,630,104	$ 27,169,699
Gladden farms II CFD capital	$	$	$
Vanderbilt farms CFD capital	29,839		29,839
Saguaro springs CFD capital	384,086		384,086
	$ 413,925	$	$ 413,925
Total Capital Projects Funds	$ 55,381,734	$ 43,975,461	$ 46,143,079

TOWN OF MARANA
Revenues Other Than Property Taxes
Fiscal Year 2018

SOURCE OF REVENUES	ESTIMATED REVENUES 2017	ACTUAL REVENUES* 2017	ESTIMATED REVENUES 2018
* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.			
ENTERPRISE FUNDS			
Water utility	$ 5,561,518	$ 4,795,695	$ 6,555,548
Airport	2,295,569	459,658	6,715,540
Wastewater utility	2,048,694	1,595,805	2,561,506
	$ 9,905,781	$ 6,851,158	$ 15,832,594
Total Enterprise Funds	$ 9,905,781	$ 6,851,158	$ 15,832,594
* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.			
INTERNAL SERVICE FUNDS			
Health benefits	$ 3,856,160	$ 3,497,856	$ 3,925,763
Dental benefits	259,950	251,457	288,566
	$ 4,116,110	$ 3,749,313	$ 4,214,329
Total Internal Service Funds	$ 4,116,110	$ 3,749,313	$ 4,214,329
TOTAL ALL FUNDS	$ 118,785,644	$ 104,281,688	$ 117,852,082
* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.			

TOWN OF MARANA
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2018

FUND	OTHER FINANCING 2018 SOURCES	OTHER FINANCING 2018 <USES>	INTERFUND TRANSFERS 2018 IN	INTERFUND TRANSFERS 2018 <OUT>
GENERAL FUND				
Other grants and contributions	$	$	$	$ 100,000
Other capital projects				3,000,000
2013 debt service				1,259,913
2014 debt service				672,500
2017 debt service				406,435
Airport				669,022
Wastewater utility				
Total General Fund	$	$	$	$ 6,107,870
SPECIAL REVENUE FUNDS				
Other grants and contributions	$	$	$ 100,000	$
Total Special Revenue Funds	$	$	$ 100,000	$
DEBT SERVICE FUNDS				
2013 debt service			3,069,439	$
2014 debt service			531,908	
2016 debt service			2,665,564	
2017 debt service				
Total Debt Service Funds	$	$	$ 6,266,911	$
CAPITAL PROJECTS FUNDS				
Transportation	$	$	$	$ 641,740
Impact fees				912,697
Other capital projects			3,000,000	
Gladden farms II CFD	1,000,000			
Saguaro springs CFD	4,500,000			
Total Capital Projects Funds	$ 5,500,000	$	$ 3,000,000	$ 1,554,437
PERMANENT FUNDS				
	$	$	$	$
Total Permanent Funds	$	$	$	$
ENTERPRISE FUNDS				
Airport	$	$	$ 669,022	$
Water utility	2,000,000			1,186,813
Wastewater utility				1,186,813
Total Enterprise Funds	$ 2,000,000	$	$ 669,022	$ 2,373,626
INTERNAL SERVICE FUNDS				
	$	$	$	$
Total Internal Service Funds	$	$	$	$

TOWN OF MARANA
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2018

FUND	OTHER FINANCING 2018 SOURCES	OTHER FINANCING 2018 <USES>	INTERFUND TRANSFERS 2018 IN	INTERFUND TRANSFERS 2018 <OUT>
TOTAL ALL FUNDS	$ 7,500,000	$	$ 10,035,933	$ 10,035,933

TOWN OF MARANA
Expenditures/Expenses by Fund
Fiscal Year 2018

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017	ACTUAL EXPENDITURES/ EXPENSES* 2017	BUDGETED EXPENDITURES/ EXPENSES 2018
GENERAL FUND				
Non-departmental	$ 1,278,097	$ 276,000	$ 900,891	$ 1,977,426
Mayor and council	289,572		247,658	290,628
Town manager	1,650,390		1,535,590	1,719,940
Town clerk	497,244		365,750	429,193
Human resources	879,634		799,650	869,595
Finance	1,212,225		1,012,541	1,197,621
Legal	832,495		801,715	847,174
Technology services	2,554,348	35,000	2,415,158	2,664,643
Economic and tourism develop	200,285		190,744	276,876
Development services admin	324,349		221,580	344,274
Development records				
Building safety	1,121,615		1,014,540	1,055,171
Planning	1,194,939		1,003,870	1,020,554
Engineering	2,598,690		2,385,950	2,626,234
Police	12,134,654		11,917,960	12,919,320
Courts	1,033,015		980,450	992,929
Public works	3,526,743		3,048,135	4,266,770
Parks and recreation	3,988,586	85,000	3,728,390	4,482,977
Community development	963,860	156,000	1,012,540	1,042,374
Capital outlay	1,707,964		1,047,546	2,777,671
Contingency	5,000,000		276,000	5,000,000
Total General Fund	$ 42,988,705	$	$ 34,906,658	$ 46,801,370
SPECIAL REVENUE FUNDS				
Highway user revenue	$ 3,867,177	$	$ 3,798,568	$ 3,678,138
Revolving affordable housing	215,720			305,720
Local JCEF	82,000			82,000
Fill the GAP	34,500			34,500
Local technology	283,256		37,712	288,191
Community development block gran	261,700		96,457	210,000
Bed tax	940,649		898,480	989,558
Other grants and contributions	1,193,665		434,714	1,135,173
RICO	1,034,500		87,964	1,034,500
Impound fees	19,000		16,897	21,394
Emergency telecommunications	71,750		61,513	71,750
Total Special Revenue Funds	$ 8,003,917	$	$ 5,432,305	$ 7,850,924
DEBT SERVICE FUNDS				
Series 2008 debt	$ 2,637,788	$	$ 2,639,275	$ 1,314,269
Series 2013 debt	3,031,725		3,034,816	3,033,425
Series 2014 debt	531,725		514,071	533,908
Series 2017 debt				649,602
Tangerine farms ID debt	2,111,776		2,276,985	2,251,074
Gladden farms CFD debt	716,872		601,272	501,163
Saguaro springs CFD debt				
Total Debt Service Funds	$ 9,029,886	$	$ 9,066,419	$ 8,283,441

TOWN OF MARANA
Expenditures/Expenses by Fund
Fiscal Year 2018

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017	ACTUAL EXPENDITURES/ EXPENSES* 2017	BUDGETED EXPENDITURES/ EXPENSES 2018
CAPITAL PROJECTS FUNDS				
Transportation	$ 15,026,708	$	$ 3,623,922	$ 18,915,941
One-half percent sales tax	7,092,271		1,122,706	17,175,455
Impact fee funds	9,758,097		1,139,584	9,819,518
Tangerine farms ID	35,000		23,420	35,000
Other capital projects	2,698,275		2,365,953	7,194,078
Downtown reinvestment	185,319			223,600
Regional transportation authority	40,382,227		26,173,912	26,911,099
Gladden farms CFD	1,531,272		398,540	1,548,480
Gladden farms II CFD	213		63	213
Saguaro springs CFD	4,892,000		63	4,892,000
Vanderbilt farms CFD	32,194		63	32,194
Total Capital Projects Funds	$ 81,633,576	$	$ 34,848,226	$ 86,747,578
PERMANENT FUNDS				
	$	$	$	$
Total Permanent Funds	$	$	$	$
ENTERPRISE FUNDS				
Water utility	$ 10,178,570	$	$ 3,795,447	$ 11,733,268
Airport	1,943,389		355,981	7,752,938
Wastewater utility	12,169,736		3,759,620	27,542,477
Total Enterprise Funds	$ 24,291,695	$	$ 7,911,048	$ 47,028,683
INTERNAL SERVICE FUNDS				
Health benefits	$ 3,856,160	$	$ 3,594,580	$ 3,925,763
Dental benefits	259,950		224,724	288,566
Total Internal Service Funds	$ 4,116,110	$	$ 3,819,304	$ 4,214,329
TOTAL ALL FUNDS	$ 170,063,889	$	$ 95,983,960	$ 200,926,325

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

TOWN OF MARANA
Expenditures/Expenses by Department
Fiscal Year 2018

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017	ACTUAL EXPENDITURES/ EXPENSES* 2017	BUDGETED EXPENDITURES/ EXPENSES 2018
Town manager:				
General Fund	$ 1,650,390	$	$ 1,427,948	$ 1,719,940
Bed Tax Fund	5,108		40,545	5,000
Department Total	$ 1,655,498	$	$ 1,468,493	$ 1,724,940
Economic and tourism development:				
General Fund	$ 200,285	$	$ 182,738	$ 276,876
Bed Tax Fund	260,619		256,458	309,636
Department Total	$ 460,904	$	$ 439,196	$ 586,512
Police:				
General Fund	$ 12,134,654	$	$ 11,416,656	$ 12,919,320
RICO	34,500		87,964	34,500
Impound fees	19,000		63,897	21,394
Other grants	512,876		149,856	454,384
Emergency telecommunications	71,750		61,513	71,750
Department Total	$ 12,772,780	$	$ 11,779,886	$ 13,501,348
Court:				
General Fund	$ 1,033,015	$	$ 979,992	$ 992,929
Local JCEF	72,000			72,000
Fill the GAP	34,500			34,500
Local tech enhancement	283,256		37,712	288,191
Department Total	$ 1,422,771	$	$ 1,017,704	$ 1,387,620
Public works:				
General Fund	$ 3,526,743	$	$ 3,048,135	$ 4,266,057
Highway user revenue fund	3,000,590		3,698,568	2,894,263
Department Total	$ 6,527,333	$	$ 6,746,703	$ 7,160,320
Community Development:				
General Fund	$ 963,860	$	$ 566,892	$ 1,042,374
CDBG	261,700		96,457	185,000
Revolving affordable housing	215,720			215,720
Department Total	$ 1,441,280	$	$ 663,349	$ 1,443,094

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

TOWN OF MARANA
Full-Time Employees and Personnel Compensation
Fiscal Year 2018

FUND	Full-Time Equivalent (FTE) 2018	Employee Salaries and Hourly Costs 2018	Retirement Costs 2018	Healthcare Costs 2018	Other Benefit Costs 2018	Total Estimated Personnel Compensation 2018
GENERAL FUND	315.1	$ 19,448,653	$ 3,259,218	$ 3,384,178	$ 2,471,055	$ 28,563,104
SPECIAL REVENUE FUNDS						
Other grant funds	7.0	$ 256,924	$ 85,010	$ 50,083	$ 40,367	$ 432,384
Bed tax	1.7	83,654	9,488	19,987	7,729	120,858
Local technology	1.0	32,136	3,645	11,195	2,765	49,741
Total Special Revenue Funds	9.7	$ 372,714	$ 98,143	$ 81,265	$ 50,861	$ 602,983
ENTERPRISE FUNDS						
Water utility	23.0	$ 1,426,093	$ 159,475	$ 252,430	$ 162,210	$ 2,000,208
Airport	3.0	185,171	21,135	43,561	29,323	279,190
Wastewater utility	5.0	261,996	29,088	60,782	29,601	381,467
Total Enterprise Funds	31.0	$ 1,873,260	$ 209,698	$ 356,773	$ 221,134	$ 2,660,865
TOTAL ALL FUNDS	355.8	$ 21,694,627	$ 3,567,059	$ 3,822,216	$ 2,743,050	$ 31,826,952

EXHIBIT "D"

SSCFD Published Notice

SAGUARO SPRINGS COMMUNITY FACILITIES DISTRICT
NOTICE OF FILING STATEMENTS AND ESTIMATES
AND
NOTICE OF PUBLIC HEARING

NOTICE OF FILING STATEMENTS AND ESTIMATES OF THE OPERATION AND MAINTENANCE EXPENSES OF SAGUARO SPRINGS COMMUNITY FACILITIES DISTRICT, THE COSTS OF CAPITAL IMPROVEMENTS TO BE FINANCED BY THE AD VALOREM TAX LEVY, AND THE AMOUNT OF ALL OTHER EXPENDITURES FOR PUBLIC INFRASTRUCTURE AND ENHANCED MUNICIPAL SERVICES PROPOSED TO BE PAID FROM THE TAX LEVY AND OF THE AMOUNT TO BE RAISED TO PAY GENERAL OBLIGATION BONDS OF THE DISTRICT; AND NOTICE OF A PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2017-2018 BUDGET OF THE DISTRICT, INCLUDING A HEARING ON THOSE PORTIONS OF THE STATEMENTS AND ESTIMATES NOT RELATING TO DEBT SERVICE ON GENERAL OBLIGATION BONDS.

Notice is hereby given that statements and estimates have been filed in the Office of the District Clerk of Saguaro Springs Community Facilities District of the operation and maintenance expenses of the District, the costs of capital improvements to be financed by the voter-approved ad valorem tax levy, and the amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay general obligation bonds of the District, all of which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property in the District. Notice is further given of a public hearing on the proposed Fiscal Year 2017-2018 budget of the District, including (but not limited to) a hearing on those portions of the statements and estimates not relating to debt service on general obligation bonds, all pursuant to Arizona Revised Statutes §§48-716 and 48-723. Such hearing will be held by the District Board on Tuesday, June 20, 2017, at or after 7:00 p.m. in the council chambers of the Town of Marana Civic Center, 11555 W. Civic Center Drive, Marana, Arizona. Copies of the budget are available from the Office of the District Treasurer, 11555 W. Civic Center Drive, Town of Marana, Arizona 85653, telephone number: (520) 382-1900.

Dated this _____ day of _____, 2017

/s/ Gilbert Davidson
……..
District Manager
Saguaro Springs Community Facilities District

Published: _____, 2017

Council-Regular Meeting **A7**

Meeting Date: 05/16/2017

To: Mayor and Council

From: Erik Montague, Finance Director

Date: May 16, 2017

Strategic Plan Focus Area:
Commerce, Community, Heritage, Recreation, Progress & Innovation

Subject: Resolution No. VFCFD 2017-01: [Marana Town Council acting as the Vanderbilt Farms Community Facilities District Board of Directors]: A Resolution of the District Board of Vanderbilt Farms Community Facilities District, a Community Facilities District of Arizona, approving a tentative budget for fiscal year 2017-2018 pursuant to A.R.S. §48-716; setting a public hearing date on said tentative budget; filing statements and estimates of the operation and maintenance expenses of the district, the costs of capital improvements to be financed by the approved ad valorem tax levy, and the amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay general obligation bonds of the district, all of which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property in the district; providing for notice of filing the statements and estimates, and notice of a public hearing on the portions of the statements and estimates not relating to debt service on general obligation bonds; and providing that this resolution shall be effective after its passage and approval according to law (Erik Montague)

Discussion:

On or before July 15th, the District Treasurer submits to the District Board a proposed budget for the new fiscal year. The proposed budget includes statements and estimates of the operation and maintenance expenses of the District, the costs of capital improvements to be financed by the voter authorized ad valorem tax levy, and the amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and the amount to be raised to pay the District's general obligation bonds.

The Treasurer has submitted the budget for FY 2017-2018 and has filed the necessary statements and estimates.

If the District Board approves this tentative budget for FY 2017-2018, the attached notice will be published giving notice of filing the required statements and estimates, and giving notice of a public hearing on June 20, 2017 to receive comment on the tentative budget and, particularly, on the portions of the statements and estimates not relating to debt service on general obligation bonds.

After the public hearing, the District Board may adopt a final budget by resolution and may order the fixing, levying and assessment of required ad valorem taxes.

Financial Impact:

Fiscal Year:	2018
Budgeted Y/N:	Y
Amount:	$32,236

Establishment of the tentative budget for fiscal year 2017-2018.

Staff Recommendation:

Staff recommends adoption of Resolution No. VFCFD 2017-01, adopting the tentative budget for fiscal year 2017-2018.

Suggested Motion:

I move to adopt Resolution No. VFCFD 2017-01, adopting the tentative budget for fiscal year 2017-2018.

Attachments

Vanderbilt Farms CFD 2017-2018 Tentative Budget Resolution

RESOLUTION NO. VFCFD 2017-01

VANDERBILT FARMS COMMUNITY FACILITIES DISTRICT

A RESOLUTION OF THE DISTRICT BOARD OF THE VANDERBILT FARMS COMMUNITY FACILITIES DISTRICT, A COMMUNITY FACILITIES DISTRICT OF ARIZONA, APPROVING A TENTATIVE BUDGET FOR FISCAL YEAR 2017-2018 PURSUANT TO ARS §48-716; SETTING A PUBLIC HEARING DATE ON SAID TENTATIVE BUDGET; FILING STATEMENTS AND ESTIMATES OF THE OPERATION AND MAINTENANCE EXPENSES OF THE DISTRICT, THE COSTS OF CAPITAL IMPROVEMENTS TO BE FINANCED BY THE APPROVED AD VALOREM TAX LEVY, AND THE AMOUNT OF ALL OTHER EXPENDITURES FOR PUBLIC INFRASTRUCTURE AND ENHANCED MUNICIPAL SERVICES PROPOSED TO BE PAID FROM THE TAX LEVY AND OF THE AMOUNT TO BE RAISED TO PAY GENERAL OBLIGATION BONDS OF THE DISTRICT, ALL OF WHICH SHALL BE PROVIDED FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES ON THE ASSESSED VALUE OF ALL THE REAL AND PERSONAL PROPERTY IN THE DISTRICT; PROVIDING FOR NOTICE OF FILING THE STATEMENTS AND ESTIMATES, AND NOTICE OF A PUBLIC HEARING ON THE PORTIONS OF THE STATEMENTS AND ESTIMATES NOT RELATING TO DEBT SERVICE ON GENERAL OBLIGATION BONDS; AND PROVIDING THAT THIS RESOLUTION SHALL BE EFFECTIVE AFTER ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, on April 19, 2005 the Mayor and Council of the Town of Marana ("Town") adopted Resolution No. 2005-46 creating within Sections 26 and 27, R11E, T11S G&SRB&M of the Town the Vanderbilt Farms Community Facilities District ("VFCFD"), a community facilities district in accordance with ARS §48-701 et seq., Arizona Revised Statutes, as amended, as described in Exhibit “A” attached hereto and expressly made a part hereof; and

WHEREAS, VFCFD is a special purpose district for purposes of Article IX, Section 19, Constitution of Arizona, a tax-levying public improvement district for the purposes of Article XIII, Section 7, Constitution of Arizona, and a municipal corporation for all purposes of Title 35, Chapter 3, Articles 3, 3.1., 3.2, 4 and 5, Arizona Revised Statutes, as amended, and [except as otherwise provided in §48-708(B), as amended] is considered to be a municipal corporation and political subdivision of the State of Arizona, separate and apart from the Town; and

WHEREAS, a primary purpose for creating VFCFD was to finance construction and maintenance of certain public improvements needed for the Vanderbilt Farms development through assessment of ad valorem taxes on all real and personal property within the development; and

WHEREAS, in accordance with ARS §§48-719 and 48-723, a special election was held on June 28, 2005 wherein the qualified electors of VFCFD voted to issue general obligation bonds in the maximum amount of thirty one million five hundred thousand dollars ($31,500,000) to cover costs of constructing required public improvements, and to levy and collect an annual ad

valorem tax at a rate not to exceed thirty cents (30¢) per one hundred dollars ($100) of assessed valuation for VFCFD operation and maintenance expenses; and

WHEREAS, in accordance with ARS §§48-716 and 48-723, the VFCFD Treasurer has submitted to the VFCFD Board a proposed budget for Fiscal Year 2017-2018 which includes statements and estimates of the operation and maintenance expenses of VFCFD, the costs of capital improvements to be financed by the authorized ad valorem tax levy, and the amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay VFCFD general obligation bonds, all of which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property within VFCFD; and

WHEREAS, the VFCFD Board desires now to approve said tentative budget for Fiscal Year 2017-2018 to publish notice of having filed the required statements and estimates, and to set a date (and publish a notice thereof) for a public hearing to receive comment on the tentative budget and, particularly, on the portions of the statements and estimates not relating to debt service on general obligation bonds; and

WHEREAS, after said public hearing (and on or before October 1), the VFCFD Board expects to adopt a final budget by resolution; and

WHEREAS, on or before the third Monday in August, the VFCFD Board also expects to order the fixing, levying and assessment of required ad valorem taxes and to cause certified copies of the order to be delivered to the Pima County Board of Supervisors and the Arizona Department of Revenue;

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT BOARD OF THE VANDERBILT FARMS COMMUNITY FACILITIES DISTRICT, AS FOLLOWS:

1. That that certain proposed budget prepared by the VFCFD Treasurer for Fiscal Year 2017-2018, attached hereto and expressly made a part hereof as Exhibit “B”, is hereby tentatively approved.

2. That the statements and estimates of the operation and maintenance expenses of VFCFD, the costs of capital improvements to be financed by the approved ad valorem tax levy, and the amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay VFCFD general obligation bonds in Fiscal Year 2017-2018 are hereby filed in accordance with ARS §§42-17101(3) and 48-723(C), and are attached hereto and expressly made a part hereof as Exhibit “C”.

3. That a public hearing date of Tuesday, June 20, 2017, beginning at or after 7:00 p.m. in the council chambers of the Town of Marana Civic Center located at 11555 W. Civic Center Drive, Town of Marana, Arizona, is hereby set to consider said tentative budget (including, but expressly not limited to, consideration of those portions of the statements and estimates not relating to debt service on VFCFD general obligation bonds), and said notice

(attached hereto and expressly made a part hereof as Exhibit "D") shall be published once in The Daily Territorial no later than ten (10) days prior to said hearing date.

4. That if any provision in this Resolution is held invalid by a Court of competent jurisdiction, the remaining provisions shall not be affected but shall continue in full force and effect.

5. That this Resolution shall be effective after its passage and approval according to law.

RESOLVED by the District Board of the Vanderbilt Farms Community Facilities District this 16th day of May 2017.

_____
Ed Honea, Chairman
District Board

ATTEST:

_____
Jocelyn C. Bronson, District Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Legal Counsel

EXHIBIT "A"

VFCFD Map and Legal Description

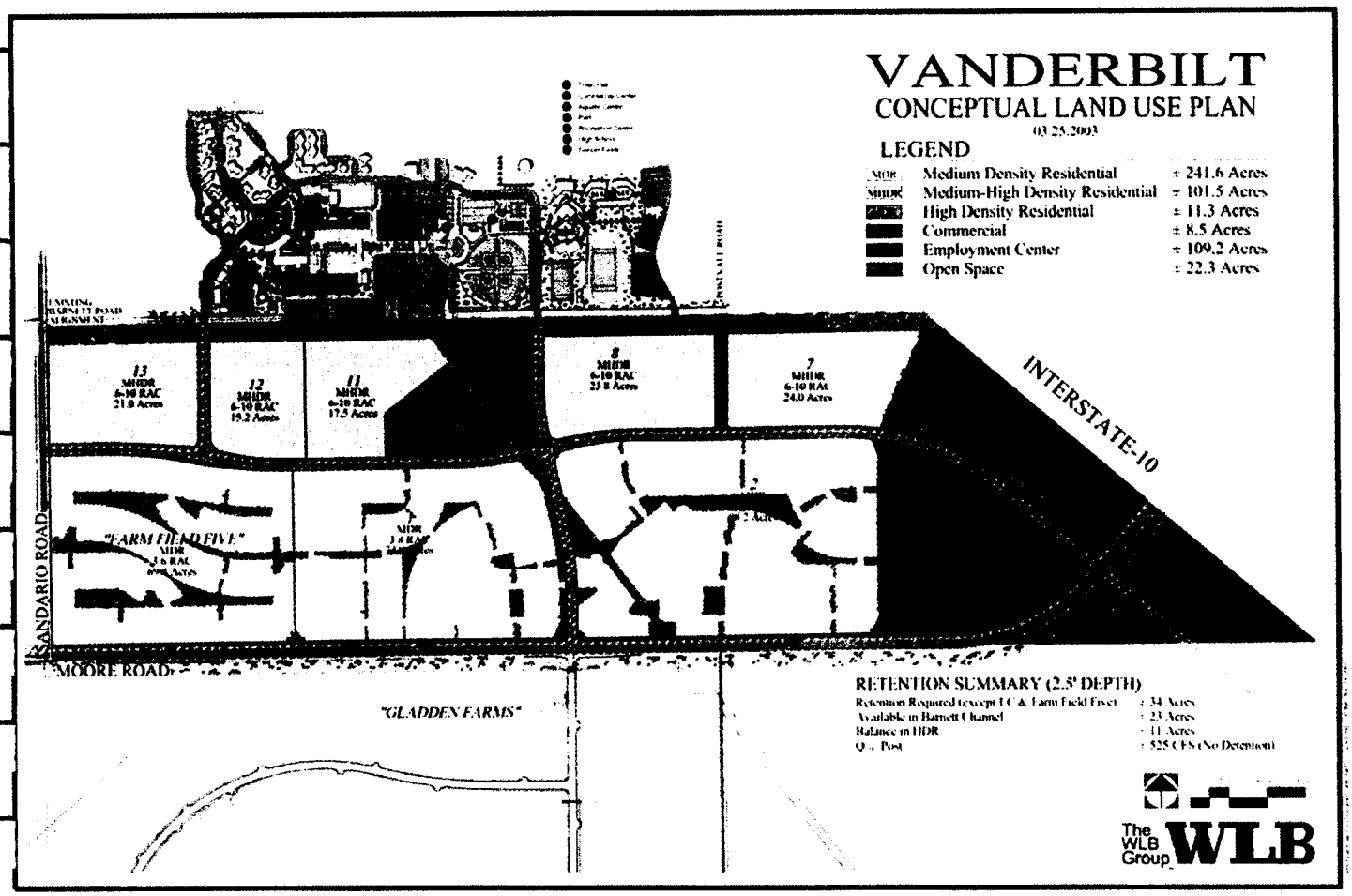

VANDERBILT
CONCEPTUAL LAND USE PLAN
03.25.2003
LEGEND
MDR Medium Density Residential ± 241.6 Acres
MHDR Medium-High Density Residential ± 101.5 Acres
High Density Residential ± 11.3 Acres
Commercial ± 8.5 Acres
Employment Center ± 109.2 Acres
Open Space ± 22.3 Acres
INTERSTATE-10
SANDARIO ROAD
MOORE ROAD
"FARM FIELD FIVE"
"GLADDEN FARMS"
RETENTION SUMMARY (2.5' DEPTH)
Retention Required (except I-C & Farm Field Five) ± 34 Acres
Available in Barnett Channel ± 23 Acres
Balance in HDR ± 11 Acres
Q - Post ± 525 CFS (No Detention)
The WLB Group WLB

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Parcel I

That portion of the South Half of Section 26, Township 11 South, Range 11 East, Gila and Salt River Base and Meridian, Pima County, Arizona, lying Southerly and Westerly of that portion conveyed to Cortaro-Marana Irrigation District in Docket 1985 at page 243.

EXCEPT the South 30 feet within the right of way of Grier Road #112 (Moore Road) as shown in Book 2 of Road Maps at page 126;

AND EXCEPT the West 30 feet within the right of way of Postvale Road #28 as shown in Book 1 of Road Maps at page 70;

AND EXCEPT that portion conveyed to the Town of Marana by Deed recorded in Docket 9014 at page 1524, more particularly described as follows:

BEGINNING at the Northwest corner of the Southwest Quarter of said Section 26, Township 11 South, Range 11 East;

THENCE North 89 degrees 45 minutes 37 seconds East, along the North line of said Southwest Quarter of Section 26, a distance of 1605.05 feet to a point in the Southwest right of way line of Interstate Highway 10;

THENCE South 49 degrees 36 minutes 21 seconds East, along said Southwest right of way line, 47.90 feet;

THENCE Northwesterly along a curve concave to the South having a radius of 25.00 feet and a central angle of 41 degrees 38 minutes 02 seconds, 18.17 feet;

THENCE South 89 degrees 45 minutes 37 seconds West parallel to and 25.00 feet South of the North line of said Southwest Quarter, 1569.80 feet;

THENCE Southerly along a curve concave to the Southeast having a radius of 25.00 feet and a central angle of 89 degrees 51 minutes 26 seconds, 39.21 feet;

THENCE South 89 degrees 45 minutes 37 seconds West, 30.00 feet to a point in the West line of said Southwest Quarter of Section 26;

THENCE North 00 degrees 05 minutes 49 seconds West, 49.94 feet to the POINT OF BEGINNING, EXCLUDING THEREFROM any portions previously dedicated as public right of way.

Parcel II

The South Half of Section 27, Township 11 South, Range 11 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

EXCEPT the East 30 feet within the right of way of Postvale Road #28 as shown in Book 1 of Road Maps at page 70;

AND EXCEPT the South 30 feet within the right of way of Grier Road #112 (Moore Road) as shown in Book 2 of Road Maps at page 127;

AND EXCEPT the West 30 feet within the right of way of Grier Road #117 (Sandario Road) as shown in Book 2 of Road Maps at page 174;

AND EXCEPT the North 25 feet within the right of way of Barnett Road as shown in Book 14 of Road Maps at page 21;

AND EXCEPT any portion thereof within Farm Field Five, a subdivision of record in the Office of the Pima County Recorder in Book 57 of Maps and Plats at page 2.

AND EXCEPT that portion conveyed in Deed recorded in Docket 12459 at page 7508 and re-recorded in Docket 12485 at page 379, described as follows:

A portion of the South Half of Section 27, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

Commencing at the South Quarter corner of said Section 27;

Thence North 00 degrees 35 minutes 52 seconds West, along the mid-section line of said Section 27, a distance of 30.00 feet to the POINT OF BEGINNING;

Thence South 89 degrees 25 minutes 06 seconds West, along a line 30.00 feet North of and parallel to the South line of said Section 27, a distance of 720.01 feet;

Thence North 00 degrees 35 minutes 37 seconds West, a distance of 95.00 feet to the Southeast corner of FARM FIELD FIVE, a subdivision of record in Book 52 of Maps and Plats at page 2, records of Pima County, Arizona;

Thence continue North 00 degrees 35 minutes 37 seconds West along the East line of said FARM FIELD FIVE, a distance of 1325.37 feet to the Northeast corner thereof;

Thence North 89 degrees 27 minutes 05 seconds East, a distance of 1271.45 feet to the beginning of a tangent curve concave to the North having a radius of 2045.00 feet;

Thence Easterly, along said curve, through a central angle of 11 degrees 15 minutes 06 seconds, an arc distance of 401.59 feet to a point of tangency;

Thence North 78 degrees 11 minutes 59 seconds East, a distance of 218.49 feet to the beginning of a tangent curve concave to the Southwest, having a radius of 64.00 feet;

Thence Easterly and Southerly along said curve, through a central angle of 90 degrees 00 minutes 00 seconds, an arc distance of 100.53 feet to a point of tangency;

Thence South 11 degrees 48 minutes 01 seconds East, a distance of 642.08 feet to the beginning of a tangent curve concave to the West, having a radius of 1955.00 feet;

Thence South along said curve, through a central angle of 11 degrees 48 minutes 01 seconds, an arc distance of 402.64 feet to a point of tangency;

Thence South 00 degrees 00 minutes 00 seconds West, a distance of 438.54 feet to a point on a line 30.00 feet North of and parallel to the South line of said Section 27;

Thence South 89 degrees 25 minutes 03 seconds West, along said line, a distance of 1393.93 feet to the North-South mid-section line of said Section 27, and the POINT OF BEGINNING.

Parcel III

A portion of the South Half of Section 27, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

Commencing at the South Quarter corner of said Section 27;

Thence North 00 degrees 35 minutes 52 seconds West, along the mid-section line of said Section 27, a distance of 30.00 feet to the POINT OF BEGINNING;

Thence South 89 degrees 25 minutes 06 seconds West, along a line 30.00 feet North of and parallel to the South line of said Section 27, a distance of 720.01 feet;

Thence North 00 degrees 35 minutes 37 seconds West, a distance of 95.00 feet to the Southeast corner of FARM FIELD FIVE, a subdivision of record in Book 52 of Maps and Plats at page 2, records of Pima County, Arizona;

Thence continue North 00 degrees 35 minutes 37 seconds West along the East line of said FARM FIELD FIVE, a distance of 1325.37 feet to the Northeast corner thereof;

Thence North 89 degrees 27 minutes 05 seconds East, a distance of 1271.45 feet to the beginning of a tangent curve concave to the North having a radius of 2045.00 feet;

Thence Easterly, along said curve, through a central angle of 11 degrees 15 minutes 06 seconds, an arc distance of 401.59 feet to a point of tangency;

Thence North 78 degrees 11 minutes 59 seconds East, a distance of 218.49 feet to the beginning of a tangent curve concave to the Southwest, having a radius of 64.00 feet;

Thence Easterly and Southerly along said curve, through a central angle of 90 degrees 00 minutes and 00 seconds, an arc distance of 100.53 feet to a point of tangency;

Thence South 11 degrees 48 minutes 01 seconds East, a distance of 642.08 feet to the beginning of a tangent curve concave to the West, having a radius of 1955.00 feet;

Thence South along said curve, through a central angle of 11 degrees 48 minutes 01 seconds, an arc distance of 402.64 feet to a point of tangency;

Thence South 00 degrees 00 minutes 00 seconds West, a distance of 438.54 feet to a point on a line 30.00 feet North of and parallel to the South line of said Section 27;

Thence South 89 degrees 25 minutes 03 seconds West, along said line, a distance of 1393.93 feet to the North-South mid-section line of said Section 27, and the POINT OF BEGINNING.

Parcel IV

Lots 1 through 248 and Common Areas "A" through "K" of FARM FIELD FIVE, a subdivision of Pima County, Arizona, according to the map of record in the Office of the Pima County Recorder in Book 57 of Maps and Plats at page 2, as amended by Declaration of Scrivener's Error recorded in Docket 12369 at page 1453.

EXHIBIT "B"

FY 2017-2018 VFCFD Budget

VANDERBILT FARMS COMMUNITY FACILITIES DISTRICT (VFCFD)
TENTATIVE BUDGET AND SUMMARY SCHEDULE OF ESTIMATED REVENUES AND EXPENDITURES
FISCAL YEAR 2017-18

REVENUES	FY 2017 Adopted Budget	FY 2017 Amended Budget	FY 2017 Estimated Acutal	FY 2018 Budget
Property Tax - General (Operating)	$ 2,355	$ 2,355	$ 2,308	$ 2,397
Property Tax- Secondary (Debt Service)	-	-	-	-
Developer Contributions	29,839	29,839	-	29,839
Total Revenues	32,194	32,194	2,308	32,236
EXPENDITURES				
CFD Administration	500	500	150	500
Costs of Issuance	-	-	-	-
Accounting/Auditing	2,500	2,500	-	2,500
Public Notification Expenses	50	50	52	50
Consultant Services	15,000	15,000	-	15,000
Outside Legal Counsel	10,000	10,000	-	10,000
Debt Service	-	-	-	-
Trustee Fees	-	-	-	-
Capital Improvements Acquisition	-	-	-	-
Maintenance and Operation	4,144	4,144	-	4,186
Replacement Reserve	-	-	-	-
Total Expenditures	32,194	32,194	202	32,236
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	2,106	-
Other Financing Sources (Uses)				
Bond Proceeds	-	-	-	-
Total Other Financing Sources	-	-	-	-
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Uses	-	-	2,106	-
BEGINNING FUND BALANCE	27,471	27,471	25,000	27,106
ENDING FUND BALANCE	$ 27,471	$ 27,471	$ 27,106	$ 27,106

EXHIBIT "C"

VFCFD Statements and Estimates on Auditor General Forms

TOWN OF MARANA
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2018

Fiscal Year		Sch	FUNDS							
			General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds
2017	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	42,988,705	8,003,917	9,029,886	81,633,576	0	24,291,695	4,116,110	170,063,889
2017	Actual Expenditures/Expenses**	E	34,906,658	5,432,305	9,066,419	34,848,226	0	7,911,048	3,819,304	95,983,960
2018	Fund Balance/Net Position at July 1***		22,662,353	5,487,737	1,854,308	34,339,671		31,670,889	1,224,625	97,239,583
2018	Primary Property Tax Levy	B	0							0
2018	Secondary Property Tax Levy	B			452,269	68,949				521,218
2018	Estimated Revenues Other than Property Taxes	C	43,558,148	5,842,629	2,261,303	46,143,079	0	15,832,594	4,214,329	117,852,082
2018	Other Financing Sources	D	0	0	0	5,500,000	0	2,000,000	0	7,500,000
2018	Other Financing (Uses)	D	0	0	0	0	0	0	0	0
2018	Interfund Transfers In	D	0	100,000	6,266,911	3,000,000	0	669,022	0	10,035,933
2018	Interfund Transfers (Out)	D	6,107,870	0	0	1,554,437	0	2,373,626	0	10,035,933
2018	Reduction for Amounts Not Available:									
LESS:	Amounts for Future Debt Retirement:									0
										0
										0
										0
2018	Total Financial Resources Available		60,112,631	11,430,366	10,834,791	87,497,262	0	47,798,879	5,438,954	223,112,883
2018	Budgeted Expenditures/Expenses	E	46,801,370	7,850,924	8,283,441	86,747,578	0	47,028,683	4,214,329	200,926,325

EXPENDITURE LIMITATION COMPARISON	2017	2018
1. Budgeted expenditures/expenses	$ 170,063,889	$ 200,926,325
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	170,063,889	200,926,325
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	$ 170,063,889	$ 200,926,325
6. EEC expenditure limitation	$	$

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.
** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

TOWN OF MARANA
Tax Levy and Tax Rate Information
Fiscal Year 2018

	2017	2018
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$	$
2. Amount received from primary property taxation in the **current year** in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	$	
3. Property tax levy amounts		
A. Primary property taxes	$	$
B. Secondary property taxes	511,794	571,672
C. Total property tax levy amounts	$ 511,794	$ 571,672
4. Property taxes collected*		
A. Primary property taxes		
(1) **Current** year's levy	$ 511,333	
(2) Prior years' levies	461	
(3) Total primary property taxes	$ 511,794	
B. Secondary property taxes		
(1) **Current** year's levy	$	
(2) Prior years' levies		
(3) Total secondary property taxes	$	
C. Total property taxes collected	$ 511,794	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate		
(2) Secondary property tax rate	2.8000	2.8000
(3) Total city/town tax rate	2.8000	2.8000

B. Special assessment district tax rates

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating four special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

TOWN OF MARANA
Revenues Other Than Property Taxes
Fiscal Year 2018

SOURCE OF REVENUES	ESTIMATED REVENUES 2017	ACTUAL REVENUES* 2017	ESTIMATED REVENUES 2018
GENERAL FUND			
Local taxes			
Sales taxes	$ 24,156,385	$ 25,265,098	$ 25,817,378
Licenses and permits			
Building and development fees	3,480,385	3,353,925	3,459,185
Business and license fees	160,000	157,980	160,000
Animal license fees			85,000
Franchise fees	400,000	389,180	400,000
Host Fees			350,000
Intergovernmental			
State shared sales taxes	3,891,291	3,685,849	3,926,928
Urban revenue sharing	5,057,824	5,053,740	5,185,515
Auto lieu	1,770,957	1,778,650	1,923,473
Other	85,000	79,453	
Charges for services			
Charges for services	489,160	508,576	534,650
Fines and forfeits			
Court fines and fees	640,000	624,750	625,000
Interest on investments			
Interest	200,000	165,540	200,000
Contributions			
Voluntary contributions	231,264	213,924	224,300
Miscellaneous			
Other miscellaneous	655,919	650,959	666,719
Total General Fund	$ 41,218,185	$ 41,927,624	$ 43,558,148
SPECIAL REVENUE FUNDS			
Community development block grants	$ 261,700	$ 93,136	$ 175,000
Affordable housing revolving	10,000	2,218	10,000
Other grants and contributions	1,183,593	758,339	1,185,593

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

TOWN OF MARANA
Revenues Other Than Property Taxes
Fiscal Year 2018

SOURCE OF REVENUES	ESTIMATED REVENUES 2017	ACTUAL REVENUES* 2017	ESTIMATED REVENUES 2018
RICO	30,515	34,568	31,615
	$ 1,485,808	$ 888,261	$ 1,402,208
Impound	$ 50,000	$ 46,400	$ 50,000
Bed Tax	937,884	973,160	989,558
Emergency telecommunications	52,000	48,950	52,000
Local JCEF	15,000	11,817	15,000
	$ 1,054,884	$ 1,080,327	$ 1,106,558
Fill the GAP	$ 6,000	$ 5,707	$ 6,500
Local technology enhancement	140,000	127,635	130,000
Highway user revenue	3,100,763	3,023,812	3,197,363
	$ 3,246,763	$ 3,157,154	$ 3,333,863
Total Special Revenue Funds	$ 5,787,455	$ 5,125,742	$ 5,842,629

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

DEBT SERVICE FUNDS

Tangerine farms road improvement district	$ 2,111,776	$ 2,428,821	$ 2,251,074
Gladden farms CFD debt	264,603	223,569	10,229
	$ 2,376,379	$ 2,652,390	$ 2,261,303
Total Debt Service Funds	$ 2,376,379	$ 2,652,390	$ 2,261,303

CAPITAL PROJECTS FUNDS

Transportation	$ 5,933,250	$ 5,648,657	$ 7,018,183
One-half cent sales tax	6,000,000	5,045,585	5,579,676
Impact fee funds	1,546,093	1,981,750	2,014,725
Other capital projects	891,075	669,365	3,946,871
	$ 14,370,418	$ 13,345,357	$ 18,559,455
Downtown reinvestment	$ 180,165	$ 214,732	$ 223,600
Regional transportation authority	40,382,226	30,397,922	26,911,099
Tangerine farms road improvement district	35,000	17,450	35,000
	$ 40,597,391	$ 30,630,104	$ 27,169,699
Gladden farms II CFD capital	$	$	$
Vanderbilt farms CFD capital	29,839		29,839
Saguaro springs CFD capital	384,086		384,086
	$ 413,925	$	$ 413,925
Total Capital Projects Funds	$ 55,381,734	$ 43,975,461	$ 46,143,079

TOWN OF MARANA
Revenues Other Than Property Taxes
Fiscal Year 2018

SOURCE OF REVENUES	ESTIMATED REVENUES 2017	ACTUAL REVENUES* 2017	ESTIMATED REVENUES 2018
* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.			
ENTERPRISE FUNDS			
Water utility	$ 5,561,518	$ 4,795,695	$ 6,555,548
Airport	2,295,569	459,658	6,715,540
Wastewater utility	2,048,694	1,595,805	2,561,506
	$ 9,905,781	$ 6,851,158	$ 15,832,594
Total Enterprise Funds	$ 9,905,781	$ 6,851,158	$ 15,832,594
* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.			
INTERNAL SERVICE FUNDS			
Health benefits	$ 3,856,160	$ 3,497,856	$ 3,925,763
Dental benefits	259,950	251,457	288,566
	$ 4,116,110	$ 3,749,313	$ 4,214,329
Total Internal Service Funds	$ 4,116,110	$ 3,749,313	$ 4,214,329
TOTAL ALL FUNDS	$ 118,785,644	$ 104,281,688	$ 117,852,082
* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.			

TOWN OF MARANA
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2018

FUND	OTHER FINANCING 2018 SOURCES	OTHER FINANCING 2018 <USES>	INTERFUND TRANSFERS 2018 IN	INTERFUND TRANSFERS 2018 <OUT>
GENERAL FUND				
Other grants and contributions	$	$	$	$ 100,000
Other capital projects				3,000,000
2013 debt service				1,259,913
2014 debt service				672,500
2017 debt service				406,435
Airport				669,022
Wastewater utility				
Total General Fund	$	$	$	$ 6,107,870
SPECIAL REVENUE FUNDS				
Other grants and contributions	$	$	$ 100,000	$
Total Special Revenue Funds	$	$	$ 100,000	$
DEBT SERVICE FUNDS				
2013 debt service			3,069,439	$
2014 debt service			531,908	
2016 debt service			2,665,564	
2017 debt service				
Total Debt Service Funds	$	$	$ 6,266,911	$
CAPITAL PROJECTS FUNDS				
Transportation	$	$	$	$ 641,740
Impact fees				912,697
Other capital projects			3,000,000	
Gladden farms II CFD	1,000,000			
Saguaro springs CFD	4,500,000			
Total Capital Projects Funds	$ 5,500,000	$	$ 3,000,000	$ 1,554,437
PERMANENT FUNDS				
	$	$	$	$
Total Permanent Funds	$	$	$	$
ENTERPRISE FUNDS				
Airport	$	$	$ 669,022	$
Water utility	2,000,000			1,186,813
Wastewater utility				1,186,813
Total Enterprise Funds	$ 2,000,000	$	$ 669,022	$ 2,373,626
INTERNAL SERVICE FUNDS				
	$	$	$	$
Total Internal Service Funds	$	$	$	$

TOWN OF MARANA
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2018

FUND	OTHER FINANCING 2018 SOURCES	OTHER FINANCING 2018 <USES>	INTERFUND TRANSFERS 2018 IN	INTERFUND TRANSFERS 2018 <OUT>
TOTAL ALL FUNDS	$ 7,500,000	$	$ 10,035,933	$ 10,035,933

TOWN OF MARANA
Expenditures/Expenses by Fund
Fiscal Year 2018

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017	ACTUAL EXPENDITURES/ EXPENSES* 2017	BUDGETED EXPENDITURES/ EXPENSES 2018
GENERAL FUND				
Non-departmental	$ 1,278,097	$ 276,000	$ 900,891	$ 1,977,426
Mayor and council	289,572		247,658	290,628
Town manager	1,650,390		1,535,590	1,719,940
Town clerk	497,244		365,750	429,193
Human resources	879,634		799,650	869,595
Finance	1,212,225		1,012,541	1,197,621
Legal	832,495		801,715	847,174
Technology services	2,554,348	35,000	2,415,158	2,664,643
Economic and tourism develop	200,285		190,744	276,876
Development services admin	324,349		221,580	344,274
Development records				
Building safety	1,121,615		1,014,540	1,055,171
Planning	1,194,939		1,003,870	1,020,554
Engineering	2,598,690		2,385,950	2,626,234
Police	12,134,654		11,917,960	12,919,320
Courts	1,033,015		980,450	992,929
Public works	3,526,743		3,048,135	4,266,770
Parks and recreation	3,988,586	85,000	3,728,390	4,482,977
Community development	963,860	156,000	1,012,540	1,042,374
Capital outlay	1,707,964		1,047,546	2,777,671
Contingency	5,000,000		276,000	5,000,000
Total General Fund	$ 42,988,705	$	$ 34,906,658	$ 46,801,370
SPECIAL REVENUE FUNDS				
Highway user revenue	$ 3,867,177	$	$ 3,798,568	$ 3,678,138
Revolving affordable housing	215,720			305,720
Local JCEF	82,000			82,000
Fill the GAP	34,500			34,500
Local technology	283,256		37,712	288,191
Community development block gran	261,700		96,457	210,000
Bed tax	940,649		898,480	989,558
Other grants and contributions	1,193,665		434,714	1,135,173
RICO	1,034,500		87,964	1,034,500
Impound fees	19,000		16,897	21,394
Emergency telecommunications	71,750		61,513	71,750
Total Special Revenue Funds	$ 8,003,917	$	$ 5,432,305	$ 7,850,924
DEBT SERVICE FUNDS				
Series 2008 debt	$ 2,637,788	$	$ 2,639,275	$ 1,314,269
Series 2013 debt	3,031,725		3,034,816	3,033,425
Series 2014 debt	531,725		514,071	533,908
Series 2017 debt				649,602
Tangerine farms ID debt	2,111,776		2,276,985	2,251,074
Gladden farms CFD debt	716,872		601,272	501,163
Saguaro springs CFD debt				
Total Debt Service Funds	$ 9,029,886	$	$ 9,066,419	$ 8,283,441

TOWN OF MARANA
Expenditures/Expenses by Fund
Fiscal Year 2018

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017	ACTUAL EXPENDITURES/ EXPENSES* 2017	BUDGETED EXPENDITURES/ EXPENSES 2018
CAPITAL PROJECTS FUNDS				
Transportation	$ 15,026,708	$	$ 3,623,922	$ 18,915,941
One-half percent sales tax	7,092,271		1,122,706	17,175,455
Impact fee funds	9,758,097		1,139,584	9,819,518
Tangerine farms ID	35,000		23,420	35,000
Other capital projects	2,698,275		2,365,953	7,194,078
Downtown reinvestment	185,319			223,600
Regional transportation authority	40,382,227		26,173,912	26,911,099
Gladden farms CFD	1,531,272		398,540	1,548,480
Gladden farms II CFD	213		63	213
Saguaro springs CFD	4,892,000		63	4,892,000
Vanderbilt farms CFD	32,194		63	32,194
Total Capital Projects Funds	$ 81,633,576	$	$ 34,848,226	$ 86,747,578
PERMANENT FUNDS				
	$	$	$	$
Total Permanent Funds	$	$	$	$
ENTERPRISE FUNDS				
Water utility	$ 10,178,570	$	$ 3,795,447	$ 11,733,268
Airport	1,943,389		355,981	7,752,938
Wastewater utility	12,169,736		3,759,620	27,542,477
Total Enterprise Funds	$ 24,291,695	$	$ 7,911,048	$ 47,028,683
INTERNAL SERVICE FUNDS				
Health benefits	$ 3,856,160	$	$ 3,594,580	$ 3,925,763
Dental benefits	259,950		224,724	288,566
Total Internal Service Funds	$ 4,116,110	$	$ 3,819,304	$ 4,214,329
TOTAL ALL FUNDS	$ 170,063,889	$	$ 95,983,960	$ 200,926,325

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

TOWN OF MARANA
Expenditures/Expenses by Department
Fiscal Year 2018

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017	ACTUAL EXPENDITURES/ EXPENSES* 2017	BUDGETED EXPENDITURES/ EXPENSES 2018
Town manager:				
General Fund	$ 1,650,390	$	$ 1,427,948	$ 1,719,940
Bed Tax Fund	5,108		40,545	5,000
Department Total	$ 1,655,498	$	$ 1,468,493	$ 1,724,940
Economic and tourism development:				
General Fund	$ 200,285	$	$ 182,738	$ 276,876
Bed Tax Fund	260,619		256,458	309,636
Department Total	$ 460,904	$	$ 439,196	$ 586,512
Police:				
General Fund	$ 12,134,654	$	$ 11,416,656	$ 12,919,320
RICO	34,500		87,964	34,500
Impound fees	19,000		63,897	21,394
Other grants	512,876		149,856	454,384
Emergency telecommunications	71,750		61,513	71,750
Department Total	$ 12,772,780	$	$ 11,779,886	$ 13,501,348
Court:				
General Fund	$ 1,033,015	$	$ 979,992	$ 992,929
Local JCEF	72,000			72,000
Fill the GAP	34,500			34,500
Local tech enhancement	283,256		37,712	288,191
Department Total	$ 1,422,771	$	$ 1,017,704	$ 1,387,620
Public works:				
General Fund	$ 3,526,743	$	$ 3,048,135	$ 4,266,057
Highway user revenue fund	3,000,590		3,698,568	2,894,263
Department Total	$ 6,527,333	$	$ 6,746,703	$ 7,160,320
Community Development:				
General Fund	$ 963,860	$	$ 566,892	$ 1,042,374
CDBG	261,700		96,457	185,000
Revolving affordable housing	215,720			215,720
Department Total	$ 1,441,280	$	$ 663,349	$ 1,443,094

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

TOWN OF MARANA
Full-Time Employees and Personnel Compensation
Fiscal Year 2018

FUND	Full-Time Equivalent (FTE) 2018	Employee Salaries and Hourly Costs 2018	Retirement Costs 2018	Healthcare Costs 2018	Other Benefit Costs 2018	Total Estimated Personnel Compensation 2018
GENERAL FUND	315.1	$ 19,448,653	$ 3,259,218	$ 3,384,178	$ 2,471,055	$ 28,563,104
SPECIAL REVENUE FUNDS						
Other grant funds	7.0	$ 256,924	$ 85,010	$ 50,083	$ 40,367	$ 432,384
Bed tax	1.7	83,654	9,488	19,987	7,729	120,858
Local technology	1.0	32,136	3,645	11,195	2,765	49,741
Total Special Revenue Funds	9.7	$ 372,714	$ 98,143	$ 81,265	$ 50,861	$ 602,983
ENTERPRISE FUNDS						
Water utility	23.0	$ 1,426,093	$ 159,475	$ 252,430	$ 162,210	$ 2,000,208
Airport	3.0	185,171	21,135	43,561	29,323	279,190
Wastewater utility	5.0	261,996	29,088	60,782	29,601	381,467
Total Enterprise Funds	31.0	$ 1,873,260	$ 209,698	$ 356,773	$ 221,134	$ 2,660,865
TOTAL ALL FUNDS	355.8	$ 21,694,627	$ 3,567,059	$ 3,822,216	$ 2,743,050	$ 31,826,952

EXHIBIT "D"

VFCFD Published Notice

VANDERBILT FARMS COMMUNITY FACILITIES DISTRICT
NOTICE OF FILING STATEMENTS AND ESTIMATES
AND
NOTICE OF PUBLIC HEARING

NOTICE OF FILING STATEMENTS AND ESTIMATES OF THE OPERATION AND MAINTENANCE EXPENSES OF THE VANDERBILT FARMS COMMUNITY FACILITIES DISTRICT, THE COSTS OF CAPITAL IMPROVEMENTS TO BE FINANCED BY THE AD VALOREM TAX LEVY, AND THE AMOUNT OF ALL OTHER EXPENDITURES FOR PUBLIC INFRASTRUCTURE AND ENHANCED MUNICIPAL SERVICES PROPOSED TO BE PAID FROM THE TAX LEVY AND OF THE AMOUNT TO BE RAISED TO PAY GENERAL OBLIGATION BONDS OF THE DISTRICT; AND NOTICE OF A PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2017-2018 BUDGET OF THE DISTRICT, INCLUDING A HEARING ON THOSE PORTIONS OF THE STATEMENTS AND ESTIMATES NOT RELATING TO DEBT SERVICE ON GENERAL OBLIGATION BONDS.

Notice is hereby given that statements and estimates have been filed in the Office of the District Clerk of the Vanderbilt Farms Community Facilities District of the operation and maintenance expenses of the District, the costs of capital improvements to be financed by the voter-approved ad valorem tax levy, and the amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay general obligation bonds of the District, all of which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property in the District. Notice is further given of a public hearing on the proposed Fiscal Year 2017-2018 budget of the District, including (but not limited to) a hearing on those portions of the statements and estimates not relating to debt service on general obligation bonds, all pursuant to Arizona Revised Statutes §§48-716 and 48-723. Such hearing will be held by the District Board on Tuesday, June 20, 2017, at or after 7:00 p.m. in the council chambers of the Town of Marana Civic Center, 11555 W. Civic Center Drive, Marana, Arizona. Copies of the budget are available from the Office of the District Treasurer, 11555 W. Civic Center Drive, Town of Marana, Arizona 85653, telephone number: (520) 382-1900.

Dated this _____ day of _____, 2017

/s/ Gilbert Davidson
……..
District Manager
Vanderbilt Farms Community Facilities District

Published: _____, 2017

Council-Regular Meeting **A8**

Meeting Date: 05/16/2017

To: Mayor and Council

From: Erik Montague, Finance Director

Date: May 16, 2017

Strategic Plan Focus Area:
Commerce, Community, Heritage, Recreation, Progress & Innovation

Strategic Plan Focus Area Additional Info:
Marana's strategic plan identifies financial sustainability as an overriding principle of Marana's strategic framework.

Subject: PUBLIC HEARING: Resolution No. 2017-047: Relating to Budget; adopting the fiscal year 2017-2018 tentative budget (Erik Montague)

Discussion:
In conformance with State law, the tentative budget must be adopted prior to the third Monday in July. The adoption of the tentative budget will set the maximum limit of expenditures (alternative expenditure limitation) for fiscal year 2017-2018. The total budget may be reduced prior to final adoption, but it cannot be increased. Additionally, Mayor and Council may reallocate funding among departments and/or programs.

In coordination with Mayor and Council, staff has prepared a tentative budget of $200,926,325 for fiscal year 2017-2018. This budget reflects the careful allocation of the Town's resources to Mayor and Council's goals. Additionally, this budget continues to make significant investments in current employees, resources and tools, and strategic positions. Council concurrence with the investment plan at its study session on January 2017 formed the baseline for decisions made in preparing the tentative budget for fiscal year 2017-2018.

The budget has been structurally balanced with ongoing revenues used to fund ongoing expenditures. Total revenues anticipated for fiscal year 2017-2018 are $118,373,300. Fund balances will be utilized for one-time expenditures, carryover requests and capital projects.

The tentative budget reflects an addition of approximately 7.9 full time equivalent (FTE) positions from 348.63 FTE positions in fiscal year 2016-2017 to 355.75 FTE positions tentatively for fiscal year 2017-2018. Positions were added in key areas that were determined to be critical

to the mission of local government.

The proposed Capital Improvement Plan (CIP) totals $122,246,590 or 61%, of the tentative budget. A copy of the tentative five year CIP schedule is attached to this item.

The tentative budget is presented on forms prescribed by the Auditor General. The official budget forms will be published as required for two consecutive weeks in a newspaper of general circulation along with notices of public hearing on the final budget and the property tax levy.

Council will then hold a public hearing on June 20, 2017 and consider final budget adoption thereafter. The proposed tentative budget reflects the prudent allocation of financial resources required to meet the policy direction and vision of Mayor and Council. Accordingly, staff recommends adoption of the tentative budget for fiscal year 2017-2018 at $200,926,325.

Financial Impact:

Fiscal Year:	2018
Budgeted Y/N:	Y
Amount:	$200,926,325

Establishment of the overall alternative annual expenditure limitation for fiscal year 2017-2018, if approved.

Staff Recommendation:

Staff recommends approval of the fiscal year 2017-2018 tentative budget.

Suggested Motion:

I move to adopt Resolution No. 2017-047; adopting the fiscal year 2017-2018 tentative budget.

Attachments

Resolution No. 2017-047

Exhibit A - 2017-2018 Tentative Budget - Auditor General Schedules

2017-2017 Tentative Authorized Position Schedule

2017-2018 Tentative Five Year CIP Schedule

MARANA RESOLUTION NO. 2017-047

RELATING TO BUDGET; ADOPTING THE FISCAL YEAR 2017-2018 TENTATIVE BUDGET

WHEREAS in accordance with the provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), the Town Council did, on April 25, 2017, make an estimate of the different amounts required to meet the public expenditures/ expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of the Town of Marana; and

WHEREAS in accordance with said chapter of said title, and following due public notice, the Council will hold a public meeting on June 20, 2017, at which meeting any taxpayer is privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies; and

WHEREAS the sums to be raised by taxation as specified in the budget attached hereto as Exhibit A may not exceed, in the aggregate amount, the expenditure limitation to be set by the Council on June 20, 2017.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the budget setting forth the estimates of revenues and expenditures/expenses, attached hereto as Exhibit A and incorporated herein by this reference, as increased, decreased or changed by the Town Council, is hereby adopted as the tentative budget for the Town of Marana for the fiscal year 2017-2018.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of May, 2017.

_____
Mayor Ed Honea

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

TOWN OF MARANA
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2018

Fiscal Year		Sch	FUNDS							
			General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds
2017	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	42,988,705	8,003,917	9,029,886	81,633,576	0	24,291,695	4,116,110	170,063,889
2017	Actual Expenditures/Expenses**	E	34,906,658	5,432,305	9,066,419	34,848,226	0	7,911,048	3,819,304	95,983,960
2018	Fund Balance/Net Position at July 1***		22,662,353	5,487,737	1,854,308	34,339,671		31,670,889	1,224,625	97,239,583
2018	Primary Property Tax Levy	B	0							0
2018	Secondary Property Tax Levy	B			452,269	68,949				521,218
2018	Estimated Revenues Other than Property Taxes	C	43,558,148	5,842,629	2,261,303	46,143,079	0	15,832,594	4,214,329	117,852,082
2018	Other Financing Sources	D	0	0	0	5,500,000	0	2,000,000	0	7,500,000
2018	Other Financing (Uses)	D	0	0	0	0	0	0	0	0
2018	Interfund Transfers In	D	0	100,000	6,266,911	3,000,000	0	669,022	0	10,035,933
2018	Interfund Transfers (Out)	D	6,107,870	0	0	1,554,437	0	2,373,626	0	10,035,933
2018	Reduction for Amounts Not Available:									
LESS:	Amounts for Future Debt Retirement:									0
										0
										0
										0
2018	Total Financial Resources Available		60,112,631	11,430,366	10,834,791	87,497,262	0	47,798,879	5,438,954	223,112,883
2018	Budgeted Expenditures/Expenses	E	46,801,370	7,850,924	8,283,441	86,747,578	0	47,028,683	4,214,329	200,926,325

EXPENDITURE LIMITATION COMPARISON	2017	2018
1. Budgeted expenditures/expenses	$ 170,063,889	$ 200,926,325
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	170,063,889	200,926,325
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	$ 170,063,889	$ 200,926,325
6. EEC expenditure limitation	$	$

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.
** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

TOWN OF MARANA
Tax Levy and Tax Rate Information
Fiscal Year 2018

	2017	2018
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$	$
2. Amount received from primary property taxation in the **current year** in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	$	
3. Property tax levy amounts		
A. Primary property taxes	$	$
B. Secondary property taxes	511,794	571,672
C. Total property tax levy amounts	$ 511,794	$ 571,672
4. Property taxes collected*		
A. Primary property taxes		
(1) **Current** year's levy	$ 511,333	
(2) Prior years' levies	461	
(3) Total primary property taxes	$ 511,794	
B. Secondary property taxes		
(1) **Current** year's levy	$	
(2) Prior years' levies		
(3) Total secondary property taxes	$	
C. Total property taxes collected	$ 511,794	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate		
(2) Secondary property tax rate	2.8000	2.8000
(3) Total city/town tax rate	2.8000	2.8000

B. Special assessment district tax rates

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating four special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

TOWN OF MARANA
Revenues Other Than Property Taxes
Fiscal Year 2018

SOURCE OF REVENUES	ESTIMATED REVENUES 2017	ACTUAL REVENUES* 2017	ESTIMATED REVENUES 2018
GENERAL FUND			
Local taxes			
Sales taxes	$ 24,156,385	$ 25,265,098	$ 25,817,378
Licenses and permits			
Building and development fees	3,480,385	3,353,925	3,459,185
Business and license fees	160,000	157,980	160,000
Animal license fees			85,000
Franchise fees	400,000	389,180	400,000
Host Fees			350,000
Intergovernmental			
State shared sales taxes	3,891,291	3,685,849	3,926,928
Urban revenue sharing	5,057,824	5,053,740	5,185,515
Auto lieu	1,770,957	1,778,650	1,923,473
Other	85,000	79,453	
Charges for services			
Charges for services	489,160	508,576	534,650
Fines and forfeits			
Court fines and fees	640,000	624,750	625,000
Interest on investments			
Interest	200,000	165,540	200,000
Contributions			
Voluntary contributions	231,264	213,924	224,300
Miscellaneous			
Other miscellaneous	655,919	650,959	666,719
Total General Fund	$ 41,218,185	$ 41,927,624	$ 43,558,148
SPECIAL REVENUE FUNDS			
Community development block grants	$ 261,700	$ 93,136	$ 175,000
Affordable housing revolving	10,000	2,218	10,000
Other grants and contributions	1,183,593	758,339	1,185,593

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

TOWN OF MARANA
Revenues Other Than Property Taxes
Fiscal Year 2018

SOURCE OF REVENUES	ESTIMATED REVENUES 2017	ACTUAL REVENUES* 2017	ESTIMATED REVENUES 2018
RICO	30,515	34,568	31,615
	$ 1,485,808	$ 888,261	$ 1,402,208
Impound	$ 50,000	$ 46,400	$ 50,000
Bed Tax	937,884	973,160	989,558
Emergency telecommunications	52,000	48,950	52,000
Local JCEF	15,000	11,817	15,000
	$ 1,054,884	$ 1,080,327	$ 1,106,558
Fill the GAP	$ 6,000	$ 5,707	$ 6,500
Local technology enhancement	140,000	127,635	130,000
Highway user revenue	3,100,763	3,023,812	3,197,363
	$ 3,246,763	$ 3,157,154	$ 3,333,863
Total Special Revenue Funds	$ 5,787,455	$ 5,125,742	$ 5,842,629

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

DEBT SERVICE FUNDS

Tangerine farms road improvement district	$ 2,111,776	$ 2,428,821	$ 2,251,074
Gladden farms CFD debt	264,603	223,569	10,229
	$ 2,376,379	$ 2,652,390	$ 2,261,303
Total Debt Service Funds	$ 2,376,379	$ 2,652,390	$ 2,261,303

CAPITAL PROJECTS FUNDS

Transportation	$ 5,933,250	$ 5,648,657	$ 7,018,183
One-half cent sales tax	6,000,000	5,045,585	5,579,676
Impact fee funds	1,546,093	1,981,750	2,014,725
Other capital projects	891,075	669,365	3,946,871
	$ 14,370,418	$ 13,345,357	$ 18,559,455
Downtown reinvestment	$ 180,165	$ 214,732	$ 223,600
Regional transportation authority	40,382,226	30,397,922	26,911,099
Tangerine farms road improvement district	35,000	17,450	35,000
	$ 40,597,391	$ 30,630,104	$ 27,169,699
Gladden farms II CFD capital	$	$	$
Vanderbilt farms CFD capital	29,839		29,839
Saguaro springs CFD capital	384,086		384,086
	$ 413,925	$	$ 413,925
Total Capital Projects Funds	$ 55,381,734	$ 43,975,461	$ 46,143,079

TOWN OF MARANA
Revenues Other Than Property Taxes
Fiscal Year 2018

SOURCE OF REVENUES	ESTIMATED REVENUES 2017	ACTUAL REVENUES* 2017	ESTIMATED REVENUES 2018
* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.			
ENTERPRISE FUNDS			
Water utility	$ 5,561,518	$ 4,795,695	$ 6,555,548
Airport	2,295,569	459,658	6,715,540
Wastewater utility	2,048,694	1,595,805	2,561,506
	$ 9,905,781	$ 6,851,158	$ 15,832,594
Total Enterprise Funds	$ 9,905,781	$ 6,851,158	$ 15,832,594
* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.			
INTERNAL SERVICE FUNDS			
Health benefits	$ 3,856,160	$ 3,497,856	$ 3,925,763
Dental benefits	259,950	251,457	288,566
	$ 4,116,110	$ 3,749,313	$ 4,214,329
Total Internal Service Funds	$ 4,116,110	$ 3,749,313	$ 4,214,329
TOTAL ALL FUNDS	$ 118,785,644	$ 104,281,688	$ 117,852,082
* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.			

TOWN OF MARANA
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2018

FUND	OTHER FINANCING 2018 SOURCES	OTHER FINANCING 2018 <USES>	INTERFUND TRANSFERS 2018 IN	INTERFUND TRANSFERS 2018 <OUT>
GENERAL FUND				
Other grants and contributions	$	$	$	$ 100,000
Other capital projects				3,000,000
2013 debt service				1,259,913
2014 debt service				672,500
2017 debt service				406,435
Airport				669,022
Wastewater utility				
Total General Fund	$	$	$	$ 6,107,870
SPECIAL REVENUE FUNDS				
Other grants and contributions	$	$	$ 100,000	$
Total Special Revenue Funds	$	$	$ 100,000	$
DEBT SERVICE FUNDS				
2013 debt service			3,069,439	$
2014 debt service			531,908	
2016 debt service			2,665,564	
2017 debt service				
Total Debt Service Funds	$	$	$ 6,266,911	$
CAPITAL PROJECTS FUNDS				
Transportation	$	$	$	$ 641,740
Impact fees				912,697
Other capital projects			3,000,000	
Gladden farms II CFD	1,000,000			
Saguaro springs CFD	4,500,000			
Total Capital Projects Funds	$ 5,500,000	$	$ 3,000,000	$ 1,554,437
PERMANENT FUNDS				
	$	$	$	$
Total Permanent Funds	$	$	$	$
ENTERPRISE FUNDS				
Airport	$	$	$ 669,022	$
Water utility	2,000,000			1,186,813
Wastewater utility				1,186,813
Total Enterprise Funds	$ 2,000,000	$	$ 669,022	$ 2,373,626
INTERNAL SERVICE FUNDS				
	$	$	$	$
Total Internal Service Funds	$	$	$	$

TOWN OF MARANA
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2018

FUND	OTHER FINANCING 2018 SOURCES	OTHER FINANCING 2018 <USES>	INTERFUND TRANSFERS 2018 IN	INTERFUND TRANSFERS 2018 <OUT>
TOTAL ALL FUNDS	$ 7,500,000	$	$ 10,035,933	$ 10,035,933

TOWN OF MARANA
Expenditures/Expenses by Fund
Fiscal Year 2018

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017	ACTUAL EXPENDITURES/ EXPENSES* 2017	BUDGETED EXPENDITURES/ EXPENSES 2018
GENERAL FUND				
Non-departmental	$ 1,278,097	$ 276,000	$ 900,891	$ 1,977,426
Mayor and council	289,572		247,658	290,628
Town manager	1,650,390		1,535,590	1,719,940
Town clerk	497,244		365,750	429,193
Human resources	879,634		799,650	869,595
Finance	1,212,225		1,012,541	1,197,621
Legal	832,495		801,715	847,174
Technology services	2,554,348	35,000	2,415,158	2,664,643
Economic and tourism develop	200,285		190,744	276,876
Development services admin	324,349		221,580	344,274
Development records				
Building safety	1,121,615		1,014,540	1,055,171
Planning	1,194,939		1,003,870	1,020,554
Engineering	2,598,690		2,385,950	2,626,234
Police	12,134,654		11,917,960	12,919,320
Courts	1,033,015		980,450	992,929
Public works	3,526,743		3,048,135	4,266,770
Parks and recreation	3,988,586	85,000	3,728,390	4,482,977
Community development	963,860	156,000	1,012,540	1,042,374
Capital outlay	1,707,964		1,047,546	2,777,671
Contingency	5,000,000		276,000	5,000,000
Total General Fund	$ 42,988,705	$	$ 34,906,658	$ 46,801,370
SPECIAL REVENUE FUNDS				
Highway user revenue	$ 3,867,177	$	$ 3,798,568	$ 3,678,138
Revolving affordable housing	215,720			305,720
Local JCEF	82,000			82,000
Fill the GAP	34,500			34,500
Local technology	283,256		37,712	288,191
Community development block gran	261,700		96,457	210,000
Bed tax	940,649		898,480	989,558
Other grants and contributions	1,193,665		434,714	1,135,173
RICO	1,034,500		87,964	1,034,500
Impound fees	19,000		16,897	21,394
Emergency telecommunications	71,750		61,513	71,750
Total Special Revenue Funds	$ 8,003,917	$	$ 5,432,305	$ 7,850,924
DEBT SERVICE FUNDS				
Series 2008 debt	$ 2,637,788	$	$ 2,639,275	$ 1,314,269
Series 2013 debt	3,031,725		3,034,816	3,033,425
Series 2014 debt	531,725		514,071	533,908
Series 2017 debt				649,602
Tangerine farms ID debt	2,111,776		2,276,985	2,251,074
Gladden farms CFD debt	716,872		601,272	501,163
Saguaro springs CFD debt				
Total Debt Service Funds	$ 9,029,886	$	$ 9,066,419	$ 8,283,441

TOWN OF MARANA
Expenditures/Expenses by Fund
Fiscal Year 2018

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017	ACTUAL EXPENDITURES/ EXPENSES* 2017	BUDGETED EXPENDITURES/ EXPENSES 2018
CAPITAL PROJECTS FUNDS				
Transportation	$ 15,026,708	$	$ 3,623,922	$ 18,915,941
One-half percent sales tax	7,092,271		1,122,706	17,175,455
Impact fee funds	9,758,097		1,139,584	9,819,518
Tangerine farms ID	35,000		23,420	35,000
Other capital projects	2,698,275		2,365,953	7,194,078
Downtown reinvestment	185,319			223,600
Regional transportation authority	40,382,227		26,173,912	26,911,099
Gladden farms CFD	1,531,272		398,540	1,548,480
Gladden farms II CFD	213		63	213
Saguaro springs CFD	4,892,000		63	4,892,000
Vanderbilt farms CFD	32,194		63	32,194
Total Capital Projects Funds	$ 81,633,576	$	$ 34,848,226	$ 86,747,578
PERMANENT FUNDS				
	$	$	$	$
Total Permanent Funds	$	$	$	$
ENTERPRISE FUNDS				
Water utility	$ 10,178,570	$	$ 3,795,447	$ 11,733,268
Airport	1,943,389		355,981	7,752,938
Wastewater utility	12,169,736		3,759,620	27,542,477
Total Enterprise Funds	$ 24,291,695	$	$ 7,911,048	$ 47,028,683
INTERNAL SERVICE FUNDS				
Health benefits	$ 3,856,160	$	$ 3,594,580	$ 3,925,763
Dental benefits	259,950		224,724	288,566
Total Internal Service Funds	$ 4,116,110	$	$ 3,819,304	$ 4,214,329
TOTAL ALL FUNDS	$ 170,063,889	$	$ 95,983,960	$ 200,926,325

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

TOWN OF MARANA
Expenditures/Expenses by Department
Fiscal Year 2018

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017	ACTUAL EXPENDITURES/ EXPENSES* 2017	BUDGETED EXPENDITURES/ EXPENSES 2018
Town manager:				
General Fund	$ 1,650,390	$	$ 1,427,948	$ 1,719,940
Bed Tax Fund	5,108		40,545	5,000
Department Total	$ 1,655,498	$	$ 1,468,493	$ 1,724,940
Economic and tourism development:				
General Fund	$ 200,285	$	$ 182,738	$ 276,876
Bed Tax Fund	260,619		256,458	309,636
Department Total	$ 460,904	$	$ 439,196	$ 586,512
Police:				
General Fund	$ 12,134,654	$	$ 11,416,656	$ 12,919,320
RICO	34,500		87,964	34,500
Impound fees	19,000		63,897	21,394
Other grants	512,876		149,856	454,384
Emergency telecommunications	71,750		61,513	71,750
Department Total	$ 12,772,780	$	$ 11,779,886	$ 13,501,348
Court:				
General Fund	$ 1,033,015	$	$ 979,992	$ 992,929
Local JCEF	72,000			72,000
Fill the GAP	34,500			34,500
Local tech enhancement	283,256		37,712	288,191
Department Total	$ 1,422,771	$	$ 1,017,704	$ 1,387,620
Public works:				
General Fund	$ 3,526,743	$	$ 3,048,135	$ 4,266,057
Highway user revenue fund	3,000,590		3,698,568	2,894,263
Department Total	$ 6,527,333	$	$ 6,746,703	$ 7,160,320
Community Development:				
General Fund	$ 963,860	$	$ 566,892	$ 1,042,374
CDBG	261,700		96,457	185,000
Revolving affordable housing	215,720			215,720
Department Total	$ 1,441,280	$	$ 663,349	$ 1,443,094

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

TOWN OF MARANA
Full-Time Employees and Personnel Compensation
Fiscal Year 2018

FUND	Full-Time Equivalent (FTE) 2018	Employee Salaries and Hourly Costs 2018	Retirement Costs 2018	Healthcare Costs 2018	Other Benefit Costs 2018	Total Estimated Personnel Compensation 2018
GENERAL FUND	315.1	$ 19,448,653	$ 3,259,218	$ 3,384,178	$ 2,471,055	$ 28,563,104
SPECIAL REVENUE FUNDS						
Other grant funds	7.0	$ 256,924	$ 85,010	$ 50,083	$ 40,367	$ 432,384
Bed tax	1.7	83,654	9,488	19,987	7,729	120,858
Local technology	1.0	32,136	3,645	11,195	2,765	49,741
Total Special Revenue Funds	9.7	$ 372,714	$ 98,143	$ 81,265	$ 50,861	$ 602,983
ENTERPRISE FUNDS						
Water utility	23.0	$ 1,426,093	$ 159,475	$ 252,430	$ 162,210	$ 2,000,208
Airport	3.0	185,171	21,135	43,561	29,323	279,190
Wastewater utility	5.0	261,996	29,088	60,782	29,601	381,467
Total Enterprise Funds	31.0	$ 1,873,260	$ 209,698	$ 356,773	$ 221,134	$ 2,660,865
TOTAL ALL FUNDS	355.8	$ 21,694,627	$ 3,567,059	$ 3,822,216	$ 2,743,050	$ 31,826,952

PROPOSED DETAILED AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2017 - 2018 TENTATIVE BUDGET

	2014 Adopted	2014 Actual	2015 Adopted	2015 Actual	2016 Adopted	2016 Actual	2017 Adopted	2017 Estimated	2018 Tentative
Town Manager									
Town Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Deputy Town Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Assistant Town Manager	1.00	2.00	-	-	-	-	-	1.00	1.00
Management Assistant	1.00	2.00	2.00	2.00	2.00	2.00	3.00	-	-
Executive Assistant to the Town Manager	-	-	-	-	-	-	1.00	1.00	1.00
Administrative Assistant	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Customer Service Clerk	-	1.13	1.13	1.13	1.13	1.13	1.13	1.13	1.00
Assistant to the Town Manager	-	-	-	1.00	1.00	1.00	1.00	1.00	1.00
Senior Executive Assistant	-	1.00	1.00	1.00	1.00	1.00	-	-	-
Assistant Town Manager	-	-	1.00	-	-	-	-	-	-
Senior Administrative Manager	1.00	-	-	-	-	-	-	-	-
Customer Service Representative	2.13	-	-	-	-	-	-	-	1.00
Council Liaison	1.00	-	-	-	-	-	-	-	-
Communication and Marketing Division (20)									
Communications Manager	-	-	-	-	-	-	1.00	1.00	1.00
Communications Specialist	-	-	-	-	-	-	-	1.00	1.00
Graphic Designer	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Public Information Officer (PIO)	1.00	1.00	1.00	1.00	1.00	1.00	-	-	-
Customer Service Clerk (Tourism & Marketing)									0.50
Special Events Division (30)									
Special Events Coordinator		-	-	1.00	1.00	1.00	1.00	1.00	1.00
Safety Division (40)									
Emergency Management and Safety Coordinator	1.00	1.00	1.00	1.00	1.00	-	-	-	-
Total Town Manager Office	**11.63**	**12.13**	**11.13**	**12.13**	**12.13**	**11.13**	**12.13**	**11.13**	**12.50**
Town Clerk									
Town Clerk	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Deputy Town Clerk	-	-	-	-	-	1.00	1.00	1.00	1.00
Executive Assistant	-	-	-	-	-	-	1.00	1.00	1.00
Records Clerk	-	-	-	-	-	2.00	2.00	2.00	2.00
Records Administrator	1.00	1.00	1.00	1.00	1.00	-	-	-	-
Assistant to the Town Clerk	-	1.00	1.00	1.00	1.00	1.00	-	-	-
Agenda & Records Clerk	1.00	-	-	-	-	-	-	-	-
Total Town Clerk	**3.00**	**3.00**	**3.00**	**3.00**	**3.00**	**5.00**	**5.00**	**5.00**	**5.00**

PROPOSED DETAILED AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2017 - 2018 TENTATIVE BUDGET

	2014 Adopted	2014 Actual	2015 Adopted	2015 Actual	2016 Adopted	2016 Actual	2017 Adopted	2017 Estimated	2018 Tentative
Human Resources									
Human Resources Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Human Resources Deputy Director	-	-	-	-	-	-	1.00	1.00	1.00
Sr. Human Resources Analyst	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Human Resources Analyst				1.00	1.00	1.00	1.00	1.00	1.00
Executive Assistant		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Assistant Human Resources Director		1.00	1.00	1.00	1.00	1.00	-	-	-
Human Resources Technician	1.00	1.00	1.00						
Employee Relations Administrator	1.00	-	-	-	-	-	-	-	-
Administrative Assistant	0.50	-	-	-	-	-	-	-	-
Emergency Management and Safety Coordinator	-	-	-	-	-	1.00	1.00	1.00	1.00
Total Human Resources	**5.50**	**6.00**	**6.00**	**6.00**	**6.00**	**7.00**	**7.00**	**7.00**	**7.00**
Finance									
Finance Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Finance Deputy Director					-	-	1.00	1.00	1.00
Finance Manager	1.00	1.00	1.00	1.00	1.00	1.00	-	-	-
Budget Analyst	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Payroll Administrator	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Procurement Officer	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Procurement Agent	-	-	-	-	-	-	1.00	1.00	1.00
Senior Accountant	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Senior Accounting Clerk	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Accounting Clerk	1.35	1.35	1.35	1.35	1.75	1.75	1.75	1.75	1.75
Administrative Assistant	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Asset Administrator	-	-	-	-	-	-	1.00	1.00	1.00
Contracts Administrator	1.00	1.00	1.00	1.00	1.00	1.00	-	-	-
Total Finance	**9.85**	**9.85**	**10.85**	**10.85**	**11.25**	**11.25**	**12.25**	**12.25**	**12.25**
Legal Department									
Town Attorney	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Deputy Town Attorney	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Assistant Town Attorney	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Assistant Town Attorney	-	-	-	-	1.00	1.00	1.00	1.00	1.00
Legal Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Legal Document Clerk		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Associate Town Attorney	1.00	1.00	1.00	1.00					
Total Legal Department	**6.50**	**6.50**	**6.50**	**6.50**	**6.50**	**6.50**	**6.50**	**6.50**	**6.50**

PROPOSED DETAILED AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2017 - 2018 TENTATIVE BUDGET

	2014 Adopted	2014 Actual	2015 Adopted	2015 Actual	2016 Adopted	2016 Actual	2017 Adopted	2017 Estimated	2018 Tentative
Technology Services									
Technology Services Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Technology Manager	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Senior Network Administrator		-	-	-	1.00	1.00	1.00	1.00	1.00
Network Administrator	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Database Administrator	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Website Administrator	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior GIS Analyst	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
GIS Analyst	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Technology Analyst	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Technology Support Specialist II	-	-	-	-	-	-	2.00	2.00	2.00
Technology Support Specialist I	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Business Process Analyst	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Technology Support Specialist	2.00	2.00	2.00	2.00	2.00	2.00	-	-	-
Total Technology Services	**13.00**	**13.00**	**13.00**	**13.00**	**14.00**	**14.00**	**14.00**	**14.00**	**14.00**
Office of Economic and Tourism Development									
Director of Economic and Tourism Development	-	-	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Tourism Development Manager	-	-	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Economic Development Specialist	-	-	-	-	-	-	-	1.00	1.00
Customer Service Clerk (Tourism & Marketing)									0.50
Total Strategic Initiatives	**-**	**-**	**2.00**	**2.00**	**2.00**	**2.00**	**2.00**	**3.00**	**3.50**
Community Development & Neighborhood Services									
Community Development Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Grants & Housing Coordinator	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Housing Rehabilitation Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Special Events Coordinator	1.00	1.00	-	-	-	-	-	-	-
Code Enforcement Division (10)									
Code Enforcement Official	-	-	-	-	-	-	1.00	1.00	1.00
Code Enforcement Officer	-	-	-	-	-	-	2.00	2.00	2.00
Animal Services Division (20)									
Animal Control Officer					-	-	-	2.00	2.00
Total Community Development	**4.00**	**4.00**	**3.00**	**3.00**	**3.00**	**3.00**	**6.00**	**8.00**	**8.00**

PROPOSED DETAILED AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2017 - 2018 TENTATIVE BUDGET

	2014 Adopted	2014 Actual	2015 Adopted	2015 Actual	2016 Adopted	2016 Actual	2017 Adopted	2017 Estimated	2018 Tentative
Development Services Administration									
Development Services Director	-	-	-	-	-	-	-	1.00	1.00
Development Services Center Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	-	-
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Customer Service Clerk		-	-	-	1.00	1.00	1.00	1.00	-
Development Services General Manager	1.00	1.00	-	-	-	-	-	-	-
Economic Development Manager	1.00	1.00	-	-	-	-	-	-	-
Total GM - Development Services	**4.00**	**4.00**	**2.00**	**2.00**	**3.00**	**3.00**	**3.00**	**3.00**	**2.00**
Records Center									
Records Clerk					1.00	-	-	-	-
Document Imaging Clerk	1.50	1.50	1.50	1.50	0.50	0.50	-	-	-
Senior Permit Clerk	1.00	1.00	-	-	-	-	-	-	-
Development Coordinator	2.00	1.85	-	-	-	-	-	-	-
Permit Clerk	3.00	3.00	-	-	-	-	-	-	-
Project Coordinator	1.00	1.00	-	-	-	-	-	-	-
Total Records Center	**8.50**	**8.35**	**1.50**	**1.50**	**1.50**	**0.50**	**-**	**-**	**-**
Building Safety									
Building Safety Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	-	-
Building Safety Manager	-	-	-	-	-	-	-	1.00	1.00
Chief Building Inspector	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Building Safety Coordinator	-	-	-	-	-	1.00	1.00	1.00	1.00
Senior Plans Examiner	1.00	2.00	2.00	2.00	2.00	1.00	1.00	1.00	1.00
Plans Examiner	2.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Building Inspector II	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Building Inspector I	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Permit Clerk	-	-	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Development Coordinator	-	-	-	-	-	1.00	1.00	1.00	1.00
Senior Permit Clerk	-	-	1.00	1.00	1.00	-	-	-	-
Plan Review Technician	1.00	1.00	1.00	1.00	1.00	-	-	-	-
Total Building Safety	**9.00**	**9.00**	**13.00**	**13.00**	**13.00**	**12.00**	**12.00**	**12.00**	**12.00**

PROPOSED DETAILED AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2017 - 2018 TENTATIVE BUDGET

	2014 Adopted	2014 Actual	2015 Adopted	2015 Actual	2016 Adopted	2016 Actual	2017 Adopted	2017 Estimated	2018 Tentative
Planning Department									
Planning Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Environmental Project Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Principal Planner	-	-	-	-	-	-	1.00	1.00	1.00
Senior Planner	-	-	-	-	1.00	-	4.00	4.00	4.00
Planner	-	-	-	-	-	-	1.00	1.00	1.00
Development Coordinator	-	-	1.85	1.85	1.85	1.85	1.00	1.00	1.00
Planner II	2.00	2.00	2.00	3.00	2.00	3.00	-	-	-
Planner I	4.00	4.00	4.00	3.00	3.00	3.00	-	-	-
Total Planning Department	**8.00**	**8.00**	**9.85**	**9.85**	**9.85**	**9.85**	**9.00**	**9.00**	**9.00**
Engineering									
Town Engineer	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Engineering Deputy Director	-	-	-	-	-	-	1.00	1.00	1.00
CIP Engineering Division Manager	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Traffic Division Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Civil Engineer	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Environmental Project Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Engineering Specialist	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Engineering Aide	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Construction Manager	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Project Coordinator - CIP	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Construction Inspector	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Right of Way Inspector	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Project Control Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Project Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Real Property Acquisition Agent	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Executive Assistant	-	-	-	-	-	-	1.00	1.00	1.00
Development Engineering Division Manager	-	-	-	-	-	-	1.00	1.00	1.00
Assistant Director of Engineering	1.00	1.00	1.00	1.00	1.00	1.00	-	-	-
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00			
Real Property Document Clerk					-	-	-	-	1.00
Traffic Engineer	1.00	1.00	-	-	-	-	-	-	-
Total Engineering	**22.00**	**22.00**	**22.00**	**22.00**	**22.00**	**22.00**	**23.00**	**23.00**	**24.00**

PROPOSED DETAILED AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2017 - 2018 TENTATIVE BUDGET

	2014 Adopted	2014 Actual	2015 Adopted	2015 Actual	2016 Adopted	2016 Actual	2017 Adopted	2017 Estimated	2018 Tentative
Police									
Chief of Police	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Deputy Chief of Police	-	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Police Captain	1.00	-	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Police Lieutenant	3.00	3.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Police Sergeant	11.00	11.00	11.00	11.00	11.00	11.00	11.00	11.00	11.00
Police Officer	58.00	63.00	65.00	65.00	67.00	67.00	69.00	69.00	71.00
Police Records Supervisor	1.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00
Police Telecommunications Supervisor	1.00	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00
Dispatcher	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
Police Records Specialist	-	-	-	-	-	-	2.00	2.00	2.00
Police Records Clerk	6.00	5.00	5.00	5.00	6.00	6.00	4.00	4.00	4.00
Crime Scene Property & Evidence Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Crime Analyst	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Crime Scene Specialist	2.00	2.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Executive Assistant	-	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Transcriptionist	-	1.00	1.00	1.00	-	-	-	-	-
Detective	5.00	-	-	-	-	-	-	-	-
Police Telecommunications Manager	1.00	-	-	-	-	-	-	-	-
Administrative Manager	1.00	-	-	-	-	-	-	-	-
Total Police Department	**106.00**	**106.00**	**109.00**	**109.00**	**111.00**	**111.00**	**113.00**	**113.00**	**115.00**
Courts									
Town Magistrate	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Court Services Operations Specialist	-	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Court Administrator	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Court Probation Monitor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Court Security Guard	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Court Collections Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Court Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Sr Courtroom Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Courtroom Specialist	-	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Court Clerk	5.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Executive Assistant	1.00	-	-	-	-	-	-	-	-
Total Courts	**14.00**	**14.00**	**14.00**	**14.00**	**14.00**	**14.00**	**14.00**	**14.00**	**14.00**

PROPOSED DETAILED AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2017 - 2018 TENTATIVE BUDGET

	2014 Adopted	2014 Actual	2015 Adopted	2015 Actual	2016 Adopted	2016 Actual	2017 Adopted	2017 Estimated	2018 Tentative
Public Works Administration									
Public Works Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Traffic Operations Engineering Manager		-	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Community Response Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Assistant Public Works Director	1.00	1.00	-	-	-	-	-	-	-
Code Enforcement Division (10)									
Code Enforcement Officer	2.00	2.00	2.00	2.00	2.00	2.00	-	-	-
Fleet Division (20)									
Superintendent		-	-	-	1.00	1.00	1.00	1.00	1.00
Lead Fleet Technician	-	-	-	-	-	-	1.00	1.00	1.00
Equipment Mechanic	-	-	-	-	-	-	1.00	1.00	1.00
Fleet Technician II	1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Fleet Technician I	1.00	-	-	-	-	-	-	-	1.00
Small Engine Mechanic	1.00	1.00	1.00	1.00	1.00	1.00			
Foreman					1.00	1.00			
Airport Operations Coordinator	1.00	1.00	1.00	-	-	-	-	-	-
Streets Division (30)									
Superintendent		-	-	-	1.00	1.00	1.00	1.00	1.00
TrafficTechnician III	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
TrafficTechnician II	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Public Works Supervisor	-	-	-	-	-	-	2.00	2.00	2.00
Senior Equipment Operator							1.00	1.00	1.00
Equipment Operator	3.00	3.00	3.00	3.00	3.00	3.00	2.00	2.00	2.00
Maintenance Associate	-	-	-	-	-	-	3.00	4.00	4.00
Signs & Markings Technician	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Maintenance Associate	-	-	-	-	-	-	6.00	6.00	7.00
Attendant	-	-	-	-	-	-	3.00	2.00	2.00
Foreman	4.00	4.00	4.00	4.00	2.00	2.00	-	-	-
Inmate Services Coordinator	4.00	4.00	4.00	4.00	4.00	4.00			
Maintenance Worker	3.00	3.00	3.00	3.00	3.00	3.00	-	-	-
Laborer	5.00	5.00	5.00	5.00	5.00	5.00	-	-	-
Facilities Division (40)									
Superintendent	3.00	3.00	3.00	3.00	1.00	1.00	1.00	1.00	1.00
Public Works Supervisor	-	-	-	-	-	-	1.00	1.00	1.00
Facilities Technician III	-	-	-	-	-	1.00	1.00	1.00	1.00
Facilities Technician II	-	-	-	-	-	1.00	1.00	1.00	1.00
Facilities Technician I	-	-	-	-	-	1.00	1.00	1.00	1.00
Foreman	-	-	-	-	1.00	1.00			
Senior Facilities Technician	1.00	1.00	1.00	1.00	1.00	-	-	-	-
Facilities Technician	1.00	1.00	1.00	1.00	2.00	-	-	-	-
Total Public Works Department	**38.00**	**38.00**	**38.00**	**37.00**	**38.00**	**38.00**	**36.00**	**36.00**	**38.00**

PROPOSED DETAILED AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2017 - 2018 TENTATIVE BUDGET

	2014 Adopted	2014 Actual	2015 Adopted	2015 Actual	2016 Adopted	2016 Actual	2017 Adopted	2017 Estimated	2018 Tentative
Parks - Administration									
Parks and Recreation Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parks and Recreation Deputy Director	-	-	-	-	-	-	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Assets Coordinator	-	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parks and Recreation Services Clerk	2.75	2.75	2.75	2.75	2.75	2.75	2.75	2.75	2.00
Assistant Parks and Recreation Director	1.00	1.00	1.00	1.00	1.00	1.00	-	-	-
Special Events Coordinator	-	-	1.00	-	-	-	-	-	-
Total - Parks Administration	**5.75**	**6.75**	**7.75**	**6.75**	**6.75**	**6.75**	**6.75**	**6.75**	**6.00**
Parks - Recreation (20)									
Business Services Coordinator	-	-	-	-	-	1.00	1.00	1.00	1.00
Recreation Coordinator	5.00	4.00	4.00	4.00	4.00	3.00	3.00	3.00	3.00
Recreation Programmer	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Recreation Assistant	0.75	0.75	0.75	0.75	0.75	0.75	1.00	1.00	1.00
Total Parks - Recreation	**7.75**	**6.75**	**6.75**	**6.75**	**6.75**	**6.75**	**7.00**	**7.00**	**7.00**
Parks - Maintenance (30)									
Superintendent	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parks Maintenance Supervisor	1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Irrigation Control Specialist		-	-	-	1.00	1.00	1.00	1.00	1.00
Senior Maintenance Associate	-	-	-	-	-	-	12.00	12.00	12.00
Attendant	-	-	-	-	-	-	10.00	10.00	10.00
Senior Maintenance Worker	9.00	9.00	10.00	10.00	11.00	11.00	-	-	-
Laborer	6.00	6.00	7.00	7.00	8.00	8.00	-	-	-
Foreman	1.00	-	-	-	-	-	-	-	-
Total Parks - Maintenance	**18.00**	**18.00**	**20.00**	**20.00**	**23.00**	**23.00**	**26.00**	**26.00**	**26.00**
Parks - Senior Programs (40)									
Recreation Programmer	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Recreation Assistant	0.75	0.75	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total - Parks Senior Programs	**1.75**	**1.75**	**2.00**	**2.00**	**2.00**	**2.00**	**2.00**	**2.00**	**2.00**
Total Parks Department	**33.25**	**33.25**	**36.50**	**35.50**	**38.50**	**38.50**	**41.75**	**41.75**	**41.00**

PROPOSED DETAILED AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2017 - 2018 TENTATIVE BUDGET

	2014 Adopted	2014 Actual	2015 Adopted	2015 Actual	2016 Adopted	2016 Actual	2017 Adopted	2017 Estimated	2018 Tentative
Water Department									
Water Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Deputy Director	-	-	-	-	-	-	1.00	1.00	1.00
Water Business Services Coordinator				1.00	1.00	1.00	1.00	1.00	1.00
Superintendent	1.00	1.00	1.00	1.00	1.00	1.00	1.00	-	-
Water Distribution Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Production Supervisor	-	-	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Resource Coordinator	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Quality Technician	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Construction Inspector	-	-	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Electric Pump & Well Technician	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	-
Water Mechanic	-	-	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Operator III					-	-	-	-	1.00
Water Operator II	5.00	5.00	5.00	5.00	6.00	6.00	6.00	6.00	7.00
Water Operator I	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Civil Engineer	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Billing Specialist	2.10	3.00	3.00	3.00	3.00	2.00	2.00	2.00	2.00
Water Technology Coordinator	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Executive Assistant	-	-	-	-	-	1.00	1.00	1.00	1.00
Assistant Director of Utilities					1.00	1.00	-	-	-
Water Operations Manager	1.00	1.00	1.00	1.00	-	-	-	1.00	1.00
Utilities Services Supervisor	1.00	1.00	1.00	-	-	-	-	-	-
Utilities Customer Service Clerk	1.00	-	-	-	-	-	-	-	-
Total Water Department	**19.10**	**19.00**	**22.00**	**22.00**	**23.00**	**23.00**	**23.00**	**23.00**	**24.00**
Waste Water Department									
Water Reclamation Operations Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Chief Water Reclamation Operator				1.00	1.00	1.00	1.00	1.00	1.00
Water Reclamation Operator II	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00
Water Reclamation Operator I	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Reclamation Supervisor	-	1.00	1.00						
Principal Wastewater Plant Operator	1.00	-	-	-	-	-	-	-	-
Total Waste Water Department	**4.00**	**4.00**	**4.00**	**4.00**	**4.00**	**4.00**	**4.00**	**4.00**	**5.00**
Airport Operations									
Airport Director					1.00	1.00	1.00	1.00	1.00
Airport Operations Coordinator		-	-	1.00	1.00	1.00	1.00	1.00	1.00
Maintenance Associate	-	-	-	-	-	-	1.00	1.00	1.00
Airport Maintenance Worker	-	-	-	-	1.00	1.00	-	-	-
Airport Manager	1.00	1.00	1.00	1.00	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
Total Airport Operations	**1.00**	**1.00**	**1.00**	**2.00**	**3.00**	**3.00**	**3.00**	**3.00**	**3.00**
TOTAL TOWN AUTHORIZED POSITIONS	**319.33**	**319.08**	**328.33**	**328.33**	**338.73**	**338.73**	**346.63**	**348.63**	**355.75**

TOWN OF MARANA PROPOSED 5 YEAR CAPITAL IMPROVEMENT PROGRAM

PROJECT NAME	2017 - 2018	2018 - 2019	2019 - 2020	2020 - 2021	2021 - 2022	GRAND TOTAL
Adonis Road Extension	869,805	2,000,000				2,869,805
Aerie Drive Pavement Restoration	23,223	950,000				973,223
Airport Drainage Study			150,000			150,000
Airport Master Plan Update	94,010					94,010
Airport Mirl, Beacon, Papi Replace	50,000	524,918				574,918
Airport Perimeter Fence and Gates		200,000				200,000
Airport Safety Lighting & Signage	227,712					227,712
Airport State Land Purchase, Phase 1				350,000		350,000
Airport Taxiway A Reconstruction			250,000	2,866,849		3,116,849
Airport Taxiway Mitl Lights Upgrade			600,447			600,447
Airport West Apron Reconstruction				2,300,000		2,300,000
Avra Valley Rd Pavement Reconstruct	307,800	1,810,943				2,118,743
Camino Martin/Jeremy Place Restor	8,843					8,843
CAP Allocation (05-25)	55,685					55,685
CAP Canal Trailhead Improvements	93,958					93,958
CAP Subcontract - NIA Reallocation	266,000	133,000	133,000	133,000		665,000
Cmo De Oeste, Thornydale, Widening		105,000	2,000,000			2,105,000
Coachline Blvd, Reconstruction	2,998,797					2,998,797
Constructed Recharge for Effluent	2,105,210					2,105,210
Continental Res Boster Station Upgd	533					533
Continental Reserve 24-Inch Tie-In	200,000					200,000
Cracker Barrel Road Restoration	731,755					731,755
El Rio Open Space Area Master Plan	367,235					367,235
Gladden Farms Rd, Restoration			300,000			300,000
Honea Heights Pocket Park	350,000					350,000
Ina Rd Bridge	7,352,229	200,000				7,552,229
Ina Rd Pavement Reconstruction	73,687	3,083,652				3,157,339
Marana Park Reservoir		50,000	1,188,000			1,238,000
Marana Park Well		540,000				540,000
Marana Public Safety Facility	20,887,626					20,887,626
Marana Road Realignment	3,025,448					3,025,448
Marana Water Reclaim 1MGD Expansion	24,083,437					24,083,437

TOWN OF MARANA PROPOSED 5 YEAR CAPITAL IMPROVEMENT PROGRAM

PROJECT NAME	2017 - 2018	2018 - 2019	2019 - 2020	2020 - 2021	2021 - 2022	GRAND TOTAL
Master Drainage Study, NW Marana	230,000					230,000
North Marana Soccer Field			250,000	2,500,600		2,750,600
Ora Mae Harn Park Ball Field Imprv	647,737					647,737
Ora Mae Harn Park Parking Reconstrc	85,590					85,590
Ora Mae Harn Park Pool Renovation		280,000	3,010,000			3,290,000
Picture Rocks Interconnect	1,296,945					1,296,945
Pines 1, Road Stabilization	43,503					43,503
Rehab Transit, TD, Heli, Termnl Apr	6,875,232					6,875,232
Runay 3-21 and Taxiway B Extension					400,000	400,000
Rwy 3-21 Twy B2, Hangar 6, Modify			435,000	3,300,000		3,735,000
Sanders Rd 24-Inch Water Line				2,060,000		2,060,000
Santa Cruz Shared III (2009 - 16)	1,242,873					1,242,873
Santa Cruz Shared Use Path, Phase 3	300,000					300,000
Santa Cruz Sup at Cal Portland	90,000				634,000	724,000
Santa Cruz Sup El Rio to Avra Val	444,167					444,167
SCADA and Integrated Telemetry	1,730,989	671,000	911,000	689,000	474,000	4,475,989
Sewer Conveyance System Rehab	275,000					275,000
Silverbell Rd Sidewalk, TP to Coach		20,000	290,000			310,000
Silverbell Rd, Ina Rd to Sunset Rd				900,000	900,000	1,800,000
Splash Pad, Crossroads-Silverbell	890,000	75,000				965,000
Tangerine Corridor Community Park	2,898,790					2,898,790
Tangerine Rd Corridor, I10 to Town	38,780,650	216,348				38,996,998
Tangerine Rd Widening, I10-Dove Mt	132,749			1,000,000	1,500,000	2,632,749
Tangerine W, X-Zone Booster and PRV		50,000	900,000			950,000
Tangerine X-Zone 16" Water Main	50,952					50,952
Tangerine X-Zone Resrvr/Boost Upgrd	12,201					12,201
Tangerine/Downtwn Sewer Convey Sys	1,391,989					1,391,989
Twin Peaks Well	280,817					280,817
Twin Peaks Well Water Reservior	1,753					1,753
W+Zone I10 16", San Lucas Intrcnnct	322,800					322,800
GRAND TOTAL	**122,246,590**	**10,909,861**	**10,417,447**	**16,099,449**	**3,908,000**	**163,581,347**