



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, October 16, 2018, 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
John Officer, Council Member
Roxanne Ziegler, Council Member

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Marana Town Council and to the general public that the Town Council will hold a meeting open to the public on October 16, 2018, at or after 7:00 PM located in the Council Chambers of the Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

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

As a courtesy to others, please turn off or put in silent mode all electronic devices.

Meeting Times

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

Speaking at Meetings

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

All persons attending the Council meeting, whether speaking to the Council or not, are expected to observe the Council rules, as well as the rules of politeness, propriety, decorum and good conduct. Any person interfering with the meeting in any way, or acting rudely or loudly will be removed from the meeting and will not be allowed to return.

Accessibility

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

Agendas

Copies of the agenda are available the day of the meeting in the lobby outside the Council Chambers or online at www.maranaaz.gov under Agendas and Minutes. For questions about the Council meetings, special services or procedures, please contact the Town Clerk, at (520) 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 November as National Hospice and Palliative Care Month (Hilary H. Hiser)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

- P1 Relating to Animal Services; First year in review of the new Animal Services Division (Lisa Shafer)
- P2 Presentation: Relating to Public Works; presentation and discussion regarding significant storm events in the 2018 Monsoon Season and required expenditures to address damage to Town streets and rights-of-way (Mo El-Ali)

CONSENT AGENDA

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

- C1 Resolution No. 2018-095: Relating to Utilities; approving and authorizing the Mayor to sign a one-year extension of the intergovernmental agreement between the Town of Marana and Pima County for provision of water consumption data and sewer user account billing services (John Kmiec)
- C2 Resolution No. 2018-096: Relating to Development; approving a preliminary plat for Rancho Marana 154 Block 3 Lots 1-128 and Common Areas "A" through "N" at the northeast corner of Tangerine Farms Road and Clark Farms Blvd. (Steven E. Vasquez)
- C3 Resolution No. 2018-097: Relating to Development; approving a final plat for Desert Oasis at Twin Peaks, Lots 1 - 74, and Block "1" and Common Areas "A" (Functional Open Space), "B" (Natural Undisturbed Open Space), "C" (Park) and "D" (Sewer/Open Space), located at the northeast corner of Twin Peaks Road and Oasis Road (Cynthia Ross)
- C4 Ordinance No. 2018.018: Relating to Finance; amending the Town of Marana Comprehensive Fee Schedule to eliminate stage rental fees; and declaring an emergency (Jane Fairall)
- C5 Resolution No. 2018-098: Relating to Development; approving a release of assurances for Del Webb at Dove Mountain VI subdivision and accepting public improvements for maintenance (Keith Brann)

- C6 Resolution No. 2018-099: Relating to Community Development; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for the management and implementation of the 2018-2019 Community Development Block Grant Program (Lisa Shafer)
- C7 Approve Study Session Meeting Minutes from September 25, 2018 and approve Regular Council Meeting Minutes from October 2, 2018 (Hilary H. Hiser)

LIQUOR LICENSES

- L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a series #4 wholesaler liquor license application submitted by Michael Donald Hurley on behalf of Borderland Spirits LLC, located at 5650 W. Coca Cola Pl., Marana, AZ 85743 (Hilary H. Hiser)

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

- A1 PUBLIC HEARING: Ordinance No. 2018.019: Relating to Development; amending Marana Town Code Title 17 (Land Development Code) section 17-6-4 (height of buildings and structures) to delete existing language generally requiring building setbacks to be equal to or greater than the building height and to add language allowing additional height for ornamental elements of buildings and structures; and establishing an effective date (Ryan Fagan)
- A2 Ordinance No. 2018.020: Relating to Transaction Privilege Tax; amending the Town Tax Code by decreasing the tax rate on certain activities by one-half cent; amending Sections 8-460 (Retail sales; measure of tax; burden of proof; exclusions) and 8-610 (Use tax: imposition of tax; presumption) of the Town Tax Code by repealing Local Option V of the Model City Tax Code which established a two-tiered tax structure for certain sales/purchases; and designating an effective date (Starla Anderson)
- A3 Resolution No. 2018-100: Relating to Development; approving and authorizing the Mayor to sign the Third Amendment to the Gladden Farms II Development Agreement (Frank Cassidy)

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 (Jamsheed Mehta)

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: 10/16/2018

Submitted For: Hilary H. Hiser, Interim Town Clerk

From: Suzanne Sutherland, Executive Assistant to the Town Clerk

Date: October 16, 2018

Subject: Proclaiming November as National Hospice and Palliative Care Month
(Hilary H. Hiser)

Attachments

Proclamation - National Hospice and Palliative Care Month



PROCLAMATION

NATIONAL HOSPICE AND PALLIATIVE CARE MONTH

WHEREAS, Casa de la Luz, celebrating 20 years of service within the greater Tucson area in 2018, is committed to providing superior hospice and palliative care, offering comprehensive community bereavement programs, educating both healthcare providers and the public about the proven benefits of the hospice coordinated care model, and serving as a voice, advocate and resource for end-of-life issues in Southern Arizona; and

WHEREAS, hospice is a program that works offering person-centered, compassionate care, ensuring people dignity, choice, and quality of life; and

WHEREAS, the hospice model involves an interdisciplinary, team-oriented approach to treatment, including expert medical care, quality symptom control, and comprehensive pain management as a foundation of care; and

WHEREAS, hospice and palliative care organizations are advocates and educators about advance care planning that help individuals make decisions about the care they want; and

WHEREAS, a growing body of peer-reviewed research indicates that timely access to hospice and palliative care can decrease hospitalizations and Emergency Room visits and increase quality of life for patients and family caregivers; and

WHEREAS, more than 20,000 individuals have been guided on their final journey by the experts at Casa de la Luz, and every year thousands of Arizonans living with life-limiting illness, and their families, received care from Pima County hospice programs.

NOW, THEREFORE be it resolved, that the Mayor and Council of the Town of Marana proclaim and recognize November 2018 as

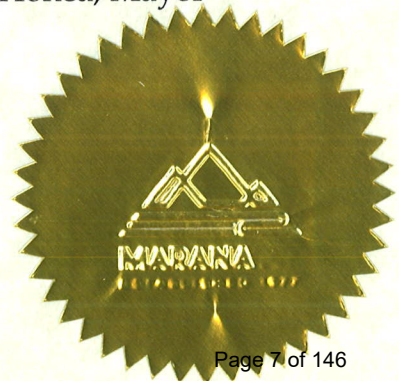
National Hospice and Palliative Care Month

And encourage citizens to increase their understanding and awareness of care at the end of life and to observe the month with appropriate activities and programs.

Dated this 16th day of October, 2018.

Ed Honea, Mayor

ATTEST:

Hilary H. Hiser, Interim Town Clerk



Council-Regular Meeting

P1

Meeting Date: 10/16/2018

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: October 16, 2018

Strategic Plan Focus Area:

Not Applicable

Subject: Relating to Animal Services; First year in review of the new Animal Services Division (Lisa Shafer)

Discussion:

The Town of Marana began its new Animal Services Division on July 1, 2017. Marana Animal Services has been created to provide Town residents with animal control services, dog licensing and community programs and education. At tonight's meeting, staff will provide the Town Council with a year-end review of the first year of service.

Staff Recommendation:

Presentation only.

Suggested Motion:

Presentation only.

Attachments

Animal Services Year End Update



MARANA

ANIMAL

SERVICES

FIRST YEAR STATISTICS

- 345 Stray Dogs and Cats in Marana
- 133 Strays were taken directly back to their owners
- 130 Strays were taken to Humane Society by Animal Control Officers
- 82 Strays taken to Humane Society by residents
- 38 Strays were returned to their owners by Humane Society
- Our ACO's have a better than 50% return to owner rate w/o going to HSSA
- Overall, the return to owner rate for all the Marana strays was 49.6%
- Issued over 4,400 Marana Dog Licenses
- 387 Pets participated in our seven animal program events

CURRENT BUDGET

Animal Services FY18 Adopted Budget

- Expenditures-\$229,364
- Licensing Revenue-\$85,000
- Donations-\$5,000

Ending FY18 Actual Budget-

- Expenditures-\$228,494
- Licensing Revenue-\$95,779
- Donations-\$3,395

FY17 over FY18-PACC Contract vs. Marana Animal Services (MAS)

- Expenditures were down \$9,635 (4%)
- Revenues were up \$12,069 (14%)



MARANA

ANIMAL SERVICES

Questions and Discussion





Council-Regular Meeting

P2

Meeting Date: 10/16/2018

To: Mayor and Council

Submitted For: Mo El-Ali, Public Works Director

From: Fausto Burrueal, Public Works Deputy Director

Date: October 16, 2018

Strategic Plan Focus Area:
Commerce, Not Applicable

Strategic Plan Focus Area Additional Info:

The Commerce Focus Area, Principle Statement 2, Initiative 13 states, "Invest Town resources to ensure travel ways, public spaces, parks, public facilities, and other community spaces are clean, maintained, and showcase Marana's high standard of excellence."

Subject: Presentation: Relating to Public Works; presentation and discussion regarding significant storm events in the 2018 Monsoon Season and required expenditures to address damage to Town streets and rights-of-way (Mo El-Ali)

Discussion:

The purpose of tonight's presentation is to provide an update on this year's monsoon season; discuss the significant storm events and the subsequent efforts required to clean, repair, and return the streets and rights-of-way to Town of Marana standards. The need for supplemental contractor support and required expenditures will also be presented.

Staff Recommendation:

Presentation only.

Suggested Motion:

None.

Attachments

No file(s) attached.



Council-Regular Meeting

C1

Meeting Date: 10/16/2018

To: Mayor and Council

Submitted For: John Kmiec, Water Director

From: Scott Schladweiler, Deputy Water Director

Date: October 16, 2018

Strategic Plan Focus Area:

Not Applicable

Strategic Plan Focus Area Additional Info:

Subject: Resolution No. 2018-095: Relating to Utilities; approving and authorizing the Mayor to sign a one-year extension of the intergovernmental agreement between the Town of Marana and Pima County for provision of water consumption data and sewer user account billing services (John Kmiec)

Discussion:

The Town of Marana and Pima County entered into an intergovernmental agreement effective December 1, 2014, for provision of water consumption data and sewer user account billing services which, with previously-adopted one-year extensions, terminates on November 30, 2018. This is the third of four potential one-year extensions of the intergovernmental agreement between the Town of Marana and Pima County approved by Resolution No. 2014-116. This amendment extends the term of the agreement to November 30, 2019.

Financial Impact:

Fiscal Year: FY19

Budgeted Yes

Y/N:

Amount: Not to
exceed
\$55,000

The Town will be reimbursed \$1.27 per month/per account up to the established cap of \$55,000. Current customer accounts are 2,778 and projected growth is 300 accounts per year.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2018-095, approving and authorizing the Mayor to execute a one-year extension of the sewer billing IGA amendment as presented.

Suggested Motion:

I move to adopt Resolution No. 2018-095, approving a one-year extension of the sewer billing IGA amendment as presented.

Attachments

Resolution No. 2018-095
Sewer Billing IGA Extension

MARANA RESOLUTION NO. 2018-095

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

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

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

WHEREAS the Town and Pima County entered into an intergovernmental agreement effective December 1, 2014, for provision of water consumption data and sewer user account billing services which, with previously-adopted one-year extensions, terminates on November 30, 2018; and

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

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

SECTION 1. The one-year extension of the intergovernmental agreement between the Town of Marana and Pima County for provision of water consumption data and sewer user account billing services set forth in the agenda materials accompanying this resolution is hereby approved, and the Mayor is hereby authorized to sign it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN
OF MARANA, ARIZONA, this 16th day of October, 2018.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Hilary H. Hiser, Interim Town Clerk

Frank Cassidy, Town Attorney

PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT PROJECT: Sewer Billing and Collection Services CONTRACTOR: Town of Marana CONTRACT NO.: CT-WW-15*195 CONTRACT AMENDMENT NO.: Three (3)	
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ORIG. CONTRACT TERM: 12/01/2014 - 11/30/2016	ORIG. CONTRACT AMOUNT: \$110,000.00
TERMINATION DATE PRIOR AMENDMENT: 11/30/2018	PRIOR AMENDMENTS: \$110,000.00
TERMINATION THIS AMENDMENT: 11/30/2019	AMOUNT THIS AMENDMENT: \$ 55,000.00
	REVISED CONTRACT AMOUNT: \$275,000.00

INTERGOVERNMENTAL AGREEMENT AMENDMENT

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

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

WHEREAS, TOWN and COUNTY have agreed to change the payment of charges for billing and collection services from an offset basis to a monthly invoice/payment basis: and

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

NOW, THEREFORE, it is agreed as follows:

CHANGE: ARTICLE 4 – Term.

From: “... will terminate on November 30, 2018....”

To: “... will terminate on November 30, 2019....”

CHANGE: ARTICLE 3 – Financing.

From: a. For the services described in Exhibit A (Scope), County agrees to pay Town a monthly administrative billing fee of \$1.27 per month, per account from December 1, 2017 through November 30, 2018. Such fees will reimburse Town for the cost of billing and collection services based on the current number of 2,778 accounts and the projected growth of 300 accounts per year. Total payment to Town under this IGA will not exceed \$55,000 annually. Town will invoice County, on a monthly basis, for the billing and collection services rendered. Each invoice will include detailed documentation supporting the requested payment. Payment requests will assign all costs to items identified and authorized by this IGA. County will pay Town within 30 days for the services invoiced pursuant to this IGA. County may challenge any invoice or may request additional supporting data provided, however, such challenge or data request will not delay County’s payment.

To: a. For the services described in Exhibit A (Scope), County agrees to pay Town a monthly administrative billing fee of \$1.27 per month, per account from December 1, 2018 through November 30, 2019. Such fees will reimburse Town for the cost of billing and collection services based on the current number of 2,818 accounts and the projected growth of 300 accounts per year. Total payment to Town under this IGA will not exceed \$55,000 annually. Town will invoice County, on a monthly basis, for the billing and collection services rendered. Each invoice will include detailed documentation supporting the requested payment. Payment requests will assign all costs to items identified and authorized by this IGA. County will pay Town within 30 days for the services invoiced pursuant to this IGA. County may challenge any invoice or may request additional supporting data provided, however, such challenge or data request will not delay County's payment.

The effective date of this Amendment is December 1, 2018.

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

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

FOR PIMA COUNTY:

FOR TOWN OF MARANA:

Chair, Board of Supervisors

Mayor

ATTEST:

ATTEST:

Clerk of the Board

Town Clerk

Date: _____

Date: _____

APPROVED AS TO CONTENT:

Director, Pima County RWRD

Director, Pima County Finance

Intergovernmental Agreement Determination

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

PIMA COUNTY:

TOWN OF MARANA:

Deputy County Attorney

Town Attorney



Council-Regular Meeting

C2

Meeting Date: 10/16/2018

To: Mayor and Council

From: Steven Vasquez, Senior Planner

Date: October 16, 2018

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2018-096: Relating to Development; approving a preliminary plat for Rancho Marana 154 Block 3 Lots 1-128 and Common Areas "A" through "N" at the northeast corner of Tangerine Farms Road and Clark Farms Blvd. (Steven E. Vasquez)

Discussion:

Request

The WLB Group, Inc., on behalf of Meritage Homes of Arizona, is requesting the approval of a preliminary plat consisting of 128 residential lots and common areas "A" through "N" on approximately 24 acres within the Rancho Marana 154 development.

Location

The proposed subdivision is located in Block 3 of the Rancho Marana 154 block plat (Book 59, Page 13, Sequence #20042360739) at the northeast corner of Tangerine Farms Road and Clark Farms Boulevard.

Zoning

The zoning for Block 3 is F (Specific Plan - Rancho Marana) with a land use designation of Medium High Density Residential (MHDR). The MHDR land use permits single family detached homes in this block with a minimum lot size of 4,500 square feet. The proposed minimum lot size is 4,833 square feet (Lot 66). The proposed maximum lot size is 10,370 square feet (Lot 23). The average lot size is 5,311 square feet.

Transportation

The proposed subdivision will have two entries with 42 foot right-of-way widths. One entry will be off Tangerine Farms Road on W. Charismatic Drive and the second

entry will be off Clark Farms Blvd. on N. Wiggins Drive. The internal street section is the Town's typical 42 foot wide right-of-way.

Usable Open Space Requirement

A minimum of 700 square feet of usable open space (UOS) per dwelling unit is required by the Rancho Marana Specific Plan. Based on 128 lots, this subdivision requires a minimum of 89,600 square feet of UOS. Common Areas "E," "F" and "M" will provide 80,883 square feet of UOS and 10,992 square feet of UOS is planned within the adjacent Tangerine Farms Road right-of-way (allowed per the previously approved development agreement for this subdivision) for a total of 91,875 square feet of UOS.

Neighborhood Design Plan

Per the Residential Design Standards in Title 8 of the Land Development Code, a neighborhood design plan needs to be submitted as part of the preliminary plat submittal and approved by the Town Council. The neighborhood design plan is intended to regulate aesthetic quality and construction within the subdivision. The Rancho Marana Specific Plan was adopted by Town Council per Ordinance No. 90.04 on February 6, 1990 and amended per Ordinance No. 2005.05 on February 15, 2005. The Specific Plan documents will serve as the neighborhood design plan for the development of Block 3.

Planning Commission

This preliminary plat was presented to the Planning Commission on September 26, 2018, and received a unanimous recommendation for approval 5-0 (Commissioners Hill and Miller were absent).

Staff Recommendation:

Staff has reviewed the request against the requirements of the Rancho Marana Specific Plan, the Marana Land Development Code, the Town Code and the Marana General Plan. The preliminary plat is in substantial conformance with all required development regulations and staff recommends approval.

Suggested Motion:

I move to adopt Resolution No. 2018-096 approving a preliminary plat for Rancho Marana 154 Block 3 Lots 1-128 and Common Areas "A" through "N" at the northeast corner of Tangerine Farms Road and Clark Farms Blvd.

Attachments

Resolution No. 2018-096

PRV1806-001 RM 154 Blk 3 PP

PRV1806-001 RM 154 Blk 3 PP Map

PRV1806-001 RM 154 Blk 3 PP App

MARANA RESOLUTION NO. 2018-096

RELATING TO DEVELOPMENT; APPROVING A PRELIMINARY PLAT FOR RANCHO MARANA 154 BLOCK 3 LOTS 1-128, COMMON AREAS “A” THROUGH “N” LOCATED AT THE NORTHEAST CORNER OF TANGERINE FARMS RD. AND CLARK FARMS BLVD.

WHEREAS, on February 6, 1990, the Mayor and Town Council adopted Ordinance No. 90.04, approving a rezoning to create the Rancho Marana Specific Plan; and

WHEREAS, on December 7, 2004, the Mayor and Town Council adopted Resolution No. 2004-154, approving the final block plat for Rancho Marana 154, Book 59, Page 13; and

WHEREAS, on February 15, 2005, the Mayor and Town Council adopted Ordinance No. 2005.05, approving an amendment to the Rancho Marana Specific Plan; and

WHEREAS, The WLB Group, Inc., on behalf of Meritage Homes of Arizona, has applied for approval of a preliminary plat for a 128-lot single-family residential home subdivision within Block 3 of the Rancho Marana 154 block plat located approximately at the northeast corner of Tangerine Farms Road and Clark Farms Boulevard; and

WHEREAS, the Marana Town Council, at the regularly scheduled meeting on October 16, 2018, determined that the preliminary plat for Rancho Marana 154 Block 3 should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the preliminary plat for Rancho Marana 154 Block 3 Lots 1-128, Common Areas “A” through “N” is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of October, 2018.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Hilary Hiser, Interim Town Clerk

Frank Cassidy, Town Attorney

RANCHO MARANA 154
BLOCK 3
PRELIMINARY PLAT
LOTS 1 THRU 128 AND COMMON AREAS "A" THROUGH "N"
(ALL STREETS ARE PUBLIC)
PRV1806-001

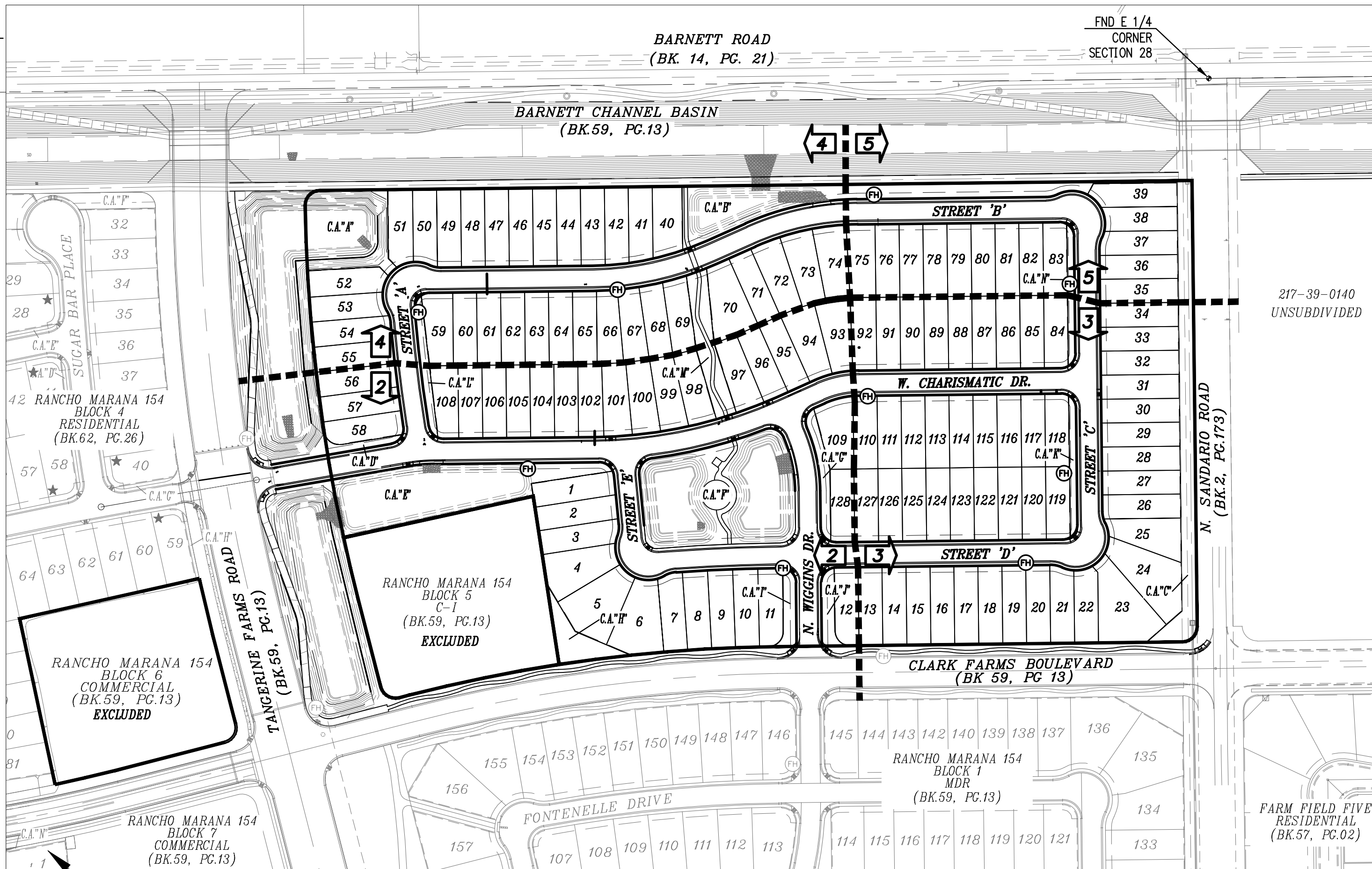
GENERAL NOTES

- THE GROSS AREA OF THE PROPERTY IS 1,046,050 SQUARE FEET, OR 24.014 ACRES.
- EXISTING ZONING IS F (SPECIFIC PLAN - RANCHO MARANA) PER ORDINANCE No. 90.04, ORDINANCE No. 99.13 AND ORDINANCE 2005.05. THE LAND USE DESIGNATION IS MEDIUM HIGH DENSITY RESIDENTIAL (MHDR).
- THE TOTAL NUMBER OF RESIDENTIAL LOTS IS 128, A DENSITY OF 5.33 RAC.
- MINIMUM ALLOWABLE LOT SIZE IS 4500 S.F. PER THE MHDR LAND USE DESIGNATION DEVELOPMENT STANDARDS FOR SINGLE FAMILY DETACHED PROJECTS.
- MINIMUM LOT SIZE (LOT 66)= 4,833 SF, MAXIMUM LOT SIZE (LOT 23) = 10,370 SF, AVG LOT SIZE = 5,311 SF
- MAXIMUM BUILDING HEIGHT IS 28' AND MAXIMUM NUMBER OF STORIES IS TWO.
- BUILDING SETBACKS:
FRONT - 16', GARAGE FACE DIRECTLY ONTO STREET - 18'
SIDE - 5' (10' BETWEEN SINGLE FAMILY DETACHED (MAIN) BUILDINGS), STREET SIDE-10'
REAR - 10',
ATTACHED PATIO STRUCTURES OPEN AND UNENCLOSED ON THREE SIDES, CAN BE MINIMUM OF 5' FROM REAR AND SIDE PROPERTY LINES
- PARKING SPACES: 2 PER LOT IN GARAGE, 2 PER LOT IN DRIVEWAY = 512 TOTAL
- THE BASIS OF BEARINGS IS THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, T-11-S, R-11-E, GILA AND SALT MERIDIAN, PIMA COUNTY, ARIZONA AS RECORDED IN GLADDEN FARMS BOOK 55 OF MAP AND PLATS, PAGE 60. SAID BEARING BEING N 89°25'06" E.
- THE BASIS OF ELEVATIONS IS PROVIDED BY P.C.D.O.T. AND FLOOD CONTROL AS USED FOR SAID SANTA CRUZ RIVER PLAIN. BEING 1/2" REBAR P.C.D.O.T. REF. NO. 8. ELEVATION IS 1989.74. (PROJECT BENCHMARK IS SOUTHWEST CORNER OF SAID SECTION 28, BRASS CAP IN CASTING. ELEVATION IS 1991.68 NAVD88.
- STREET DESIGN CALCULATIONS ASSUME A DESIGN SPEED OF 25MPH, DESIGN VEHICLE WB-40.
- ALL WALLS SHALL CONSTRUCTED OF, OR PAINTED, WITH GRAFFITI-RESISTANT MATERIALS.
- ALL SIGNAGE TO BE APPROVED UNDER A SEPARATE PERMIT.
- DEVELOPER WILL COVENANT TO HOLD TOWN OF MARANA, ITS SUCCESSORS AND ASSIGNS, HARMLESS IN THE EVENT OF FLOODING.
- DRAINAGE WILL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL.
- HOMEOWNER'S ASSOCIATION WILL BE FORMED TO ACCEPT RESPONSIBILITY FOR MAINTENANCE, CONTROL, SAFETY AND LIABILITY OF PRIVATE DRAINAGE WAYS, DRAINAGE EASEMENTS AND COMMON AREAS.
- TOTAL MILES OF NEW PUBLIC OR PRIVATE STREETS IS 0.9 MILES.(ALL STREETS ARE PUBLIC)
- 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 THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
- INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION.
- ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48 KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDOR.
- ALL EXTERIOR LIGHTING SHALL BE PER THE CURRENTLY ADOPTED TOWN OF MARANA OUTDOOR LIGHTING CODE.
- THIS PROJECT LIES WITHIN THE PLANNED WATER SERVICE AREA OF THE TOWN OF MARANA WATER DEPARTMENT WHICH IS DESIGNATED BY THE DEPARTMENT OF WATER RESOURCES AS HAVING AN ASSURED WATER SUPPLY.
- THIS PROJECT LIES WITHIN THE PLANNED WASTEWATER SERVICE AREA OF THE TOWN OF MARANA WATER DEPARTMENT.
- ALL WEATHER ACCESS SHALL BE PROVIDED TO ALL PARCELS WITHIN THIS SUBDIVISION.
- ALL ROADS ARE PUBLIC WITHIN OR ADJACENT TO THIS SUBDIVISION AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH APPROVED PLANS. CONSTRUCTION PLANS SHALL BE SUBMITTED TO THE TOWN OF MARANA.
- UPON COMPLETION OF ALL PHASES OF DEVELOPMENT, THE 100-YEAR FREQUENCY FLOOD SHALL BE ENTIRELY CONTAINED WITHIN THE RIGHT-OF-WAY OF PAVED STREETS AND WITHIN DRAINAGE EASEMENTS.
- ALL DRAINAGE IMPROVEMENTS ON OR ADJACENT TO THIS PROJECT WHICH ARE TO BE CONSTRUCTED IN CONJUNCTION WITH THE DEVELOPMENT OF THIS PROJECT, SHALL BE CONSTRUCTED ACCORDING TO PLANS AS REVIEWED AND APPROVED BY THE TOWN OF MARANA.
- ON-SITE SANITARY SEWERS SHALL BE PUBLIC AND SHALL BE DESIGNED AND CONSTRUCTED TO PIMA COUNTY WASTEWATER MANAGEMENT DEPARTMENT STANDARDS AND MUST BE ACCEPTED AND RELEASED FOR SERVICE BY MARANA UTILITIES PRIOR TO THE ISSUANCE OF SEWER CONNECTION PERMITS.
- ALL SANITARY SEWERS SHALL BE DESIGNED TO PROVIDE GRAVITY FLOW.
- ANY UTILITIES THAT MAY HAVE TO BE RELOCATED AS A RESULT OF THIS DEVELOPMENT SHALL BE DONE SO AT NO EXPENSE TO THE TOWN OF MARANA, PIMA COUNTY, OR THE CORTARO MARANA IRRIGATION DISTRICT.
- ALL ELECTRIC AND TELEPHONE TO BE UNDERGROUND. UTILITY SIZING AND LOCATION SUBJECT TO FINAL APPROVAL BY TOWN OF MARANA WATER DEPARTMENT AND ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY.
- NO FURTHER SUBDIVIDING OR LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
- FIRE HYDRANTS AT 500 FOOT MAXIMUM INTERVALS SHALL BE INSTALLED WITHIN PUBLIC STREETS. THE FIRE FLOW REQUIREMENT IS 1,000 GALLONS/MINUTE. APPROVED BY NORTHWEST FIRE DISTRICT. ALL HYDRANTS MUST BE INSTALLED AND OPERATIONAL PRIOR TO BRINGING COMBUSTIBLE CONSTRUCTION MATERIALS ON SITE.
- PAVEMENT THICKNESSES ARE SPECIFIED BY WRIGHT ENGINEERS GEOTECHNICAL REPORT, PROJECT No. 170594-002, DATED APRIL 20, 2017, 3" A.C. OVER 4" ABC.
- ALL TOWN OF MARANA STANDARD SURVEY MONUMENTS TO BE SET SHALL BE SHOWN ON THE FINAL PLAT.
- APPROVAL OF THIS PLAN DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THAT EXISTENCE OR COMPLIANCE WITH ANY DEED RESTRICTIONS OR EASEMENTS.
- ALL EARTHWORK SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF A GEOTECHNICAL INVESTIGATION

ENGINEER'S STANDARD DETAILS DISCLAIMER:

TO COMPLY WITH THE ARIZONA STATE BOARD OF TECHNICAL REGISTRATION'S SUBSTANTIVE POLICY STATEMENT REGARDING SEALING OF STANDARD DETAIL, THE STANDARD DETAILS USED IN THE DESIGN OF THIS PROJECT HAVE BEEN FORMALLY ADOPTED BY THE AGENCIES THAT PREPARE THEM, IN VIEW OF THEIR LONG HISTORY OF USE, APPLICABILITY, AND/OR SOUNDNESS, THE ENGINEER ACCEPTS THEIR USE FOR THIS PROJECT AND FINDS NO NEED FOR ALTERATION OF THE DETAILS UNLESS NOTED/CLARIFIED OTHERWISE IN THESE PLANS.

FND ACP
CENTER 1/4
CORNER
SECTION 28



PROJECT LAYOUT
SCALE: 1"=150'

38. TOTAL COMMON AREA (DRAINAGEWAYS, LANDSCAPE, OPEN SPACE, ETC.): 3.92 AC

COMMON AREA:

COMMON AREA	"A"	"B"	"C"	"D"	"E"	"F"	"G"	"H"	"I"	"J"	"K"	"L"	"M"	"N"
LANDSCAPE/RETENTION/DRAINAGE	18,129 SF	25,798 SF	20,661 SF	1,686 SF	30,673 SF	42,068 SF	3,672 SF	5,433 SF	2,854 SF	2,883 SF	2,742 SF	3,276 SF	8,142 SF	2,742 SF
LANDSCAPE/RETENTION/DRAINAGE														
LANDSCAPE														
OPEN SPACE/TURF/LANDSCAPE/RETENTION														
OPEN SPACE/RECREATIONAL PARK/RETENTION														
LANDSCAPE														
LANDSCAPE														
LANDSCAPE														
LANDSCAPE														
OPEN SPACE/TRAIL/LANDSCAPE														
LANDSCAPE														

- TOTAL NUMBER OF USABLE OPEN SPACE/LOT = 700 SF
- TOTAL AREA OF USABLE OPEN SPACE REQUIRED = 89,600 SF
- USABLE OPEN SPACE PROVIDED (C.A. E, C.A. F, C.A. M) = 80,883 SF
- OTHER USABLE OPEN SPACE PROVIDED (TANGERINE FARMS RD. TRAILS) = 10,992 SF
- TOTAL USABLE OPEN SPACE PROVIDED = 91,875 SF

39. RELOCATION AND PROTECTION OF CMID PROPERTIES SHALL BE AT NO EXPENSE TO THE DISTRICT. ADDITIONAL LAND MUST BE DEDICATED BY FINAL PLAT OR SEPARATE INSTRUMENT WHERE NECESSARY TO ALLOW FOR A MINIMUM OF 25' EASEMENT OVER ALL CMID INFRASTRUCTURE.
40. 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, 12% ACCESS GRADE, OR LOW CLEARANCE MUST BE EVALUATED BY THE NORTHWEST FIRE DISTRICT FOR ADDITIONAL FIRE PROTECTION MEASURES.
42. RELOCATION OF OPEN IRRIGATION DITCHES/CANALS IS A REQUIREMENT OF CMID AND THE TOWN OF MARANA (SECTION 17-5-3.B.14 OF THE MARANA TOWN CODE). ALL EXISTING CMID CANALS/DITCHES ADJOINING THIS PROJECT SHALL BE RELOCATED UNDERGROUND PRIOR TO OCCUPANCY OF THIS PROJECT. ALL NEW INFRASTRUCTURE SHALL BE ENGINEERED AND CONSTRUCTED TO CMID AND TOWN OF MARANA STANDARDS.
43. A PERMIT MUST BE OBTAINED FROM CMID PRIOR TO CONSTRUCTION ACTIVITY OR DISTURBANCE WITHIN CMID PROPERTY. A PERMIT OBTAINED FROM CMID DOES NOT REPLACE ANY OTHER ENTITIES PERMITTING REQUIREMENTS.

44. CONSTRUCTION OF THIS PROJECT MUST BE SCHEDULED TO AVOID ANY INTERRUPTIONS IN THE DELIVERY OF CMID IRRIGATION WATER. ANY INTERRUPTION WILL BE SCHEDULED THROUGH THE CMID OFFICE, APPROVED BY ITS DISTRICT MANAGER AND LANDOWNERS/FARMERS INVOLVED.
45. CMID PROPERTY, EASEMENTS, OR RIGHT-OF-WAY SHALL NOT BECOME A COMPONENT OF ANY DRAINAGE SOLUTION AND MUST MAINTAIN CURRENT ELEVATIONS UNLESS OTHERWISE APPROVED OR DESIRED BY CMID.
46. ENGINEERING AND CONSTRUCTION OF THIS PROPERTY SHALL ENSURE FUTURE ACCESS IS MAINTAINED TO CMID PROPERTY, EASEMENTS AND INFRASTRUCTURE.
47. ANY UTILITIES CROSSING A CMID CANAL/DITCH MUST BE PLACED WITH A MINIMUM OF 18 OF CLEARANCE.
48. POTENTIAL BUYERS ARE ADVISED THAT THIS PROJECT FALL IN THE AIRPORT INFLUENCE AREA AND IS SUBJECT TO FREQUENT OVERFLIGHT BY GENERAL AVIATION AIRCRAFT. AN AVIATION EASEMENT HAS BEEN RECORDED ON THIS PROPERTY AT DOCKET 12451, PAGE 3818.
49. THIS DEVELOPMENT IS SUBJECT TO THE DEVELOPMENT AGREEMENT RECORDED IN DOCKET 12634, PAGE 1496 WITH THE PIMA COUNTY RECORDER.
50. IN COMPLIANCE WITH TITLE 25 OF THE LAND DEVELOPMENT CODE, A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AND REVIEW FEES MUST BE SUBMITTED TO THE TOWN FOR REVIEW AND ACCEPTANCE PRIOR TO COMMENCEMENT OF GRADING ACTIVITIES.
51. IF ANY EASEMENTS WILL BE DEDICATED TO THE TOWN OF MARANA, A PHASE I ENVIRONMENTAL MUST BE SUBMITTED THAT IS DATED NO MORE THAN 180 DAYS PRIOR TO THE DEDICATION.
52. A CULTURAL RESOURCE REPORT THAT IS LESS THAN TEN YEARS OLD, ALONG WITH THE REQUIRED REVIEW FEE MUST BE SUBMITTED PRIOR TO RECEIVING A GRADING PERMIT. THE SURVEY MUST BE LESS THAN 10 YEARS OLD AND MUST BE REVIEWED AND APPROVED PRIOR TO ISSUANCE OF A GRADING PERMIT.
53. THIS AREA HAS BEEN DETERMINED TO POTENTIALLY CONTAIN SUITABLE HABITAT FOR THE WESTERN BURROWING OWL. PLEASE NOTIFY JANINE SPENCER 30 DAYS PRIOR TO RECEIVING A GRADING PERMIT, AND ALLOW ACCESS TO THE PROPERTY TO PERFORM A BURROWING OWL SURVEY, AT NO COST TO THE PROPERTY OWNER. THE WESTERN BURROWING OWL IS PROTECTED UNDER THE FEDERAL MIGRATORY BIRD TREATY ACT OF 1918 AND STATE LAW TITLES 17-101 AND 17-235.
54. WALLS AND RETAINING WALLS TO BE APPROVED UNDER SEPARATE PERMIT.

SHEET INDEX

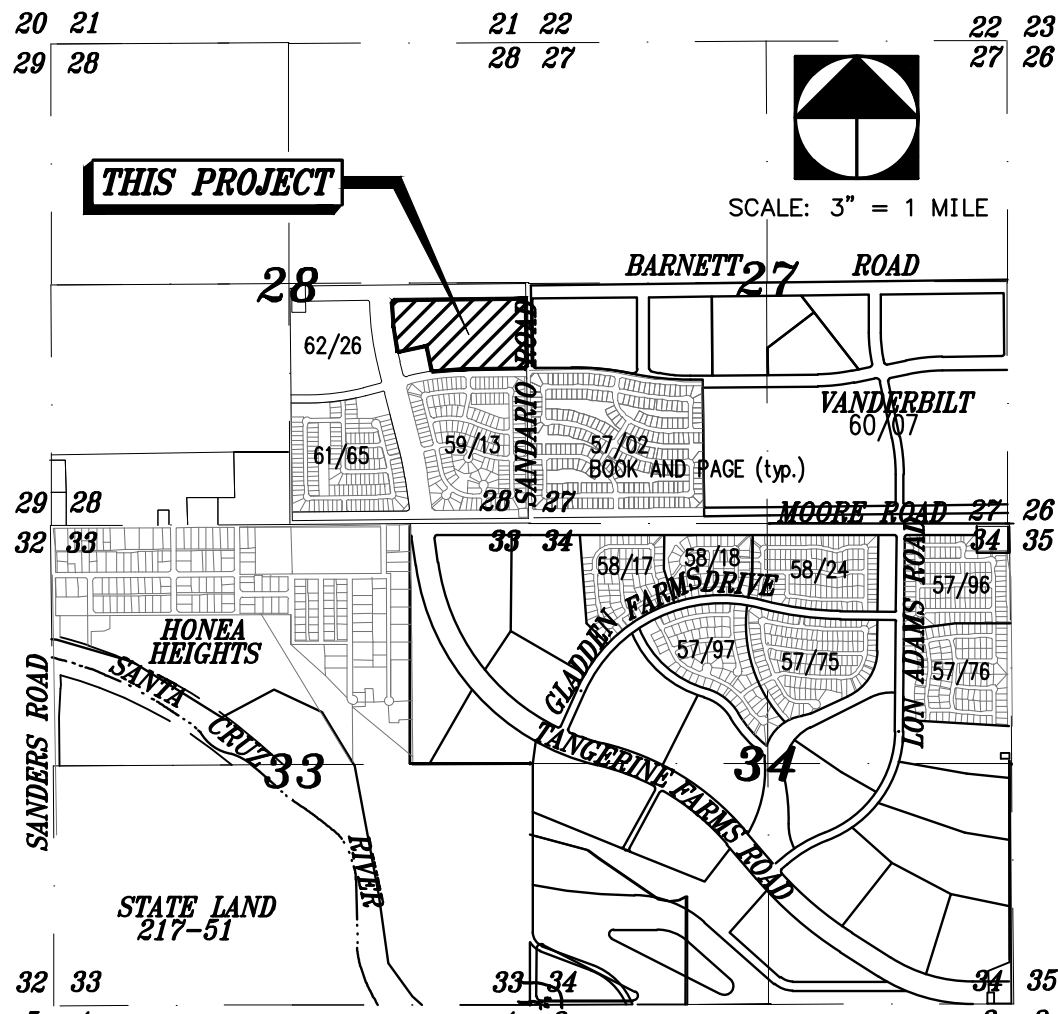
SHEET 1	COVER SHEET
SHEET 2-5	PLAN SHEETS
SHEET 6	DETAIL SHEET

DEVELOPER

MERITAGE HOMES
3275 W. INA ROAD, STE.220
TUCSON, AZ 85741
CONTACT: MS. LISA HOSKIN
PHONE:(520) 292-2082

OWNER

FIRST AMERICAN TITLE TR9106
ATTN: MERITAGE HOMES OF ARIZONA, INC.
3275 W. INA ROAD, STE.220
TUCSON, AZ 85741
PHONE:(520) 292-2082



LOCATION MAP

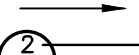
BEING A PORTION OF THE SOUTH EAST QUARTER OF SECTION 28
TOWNSHIP 11 SOUTH, RANGE 11 EAST
GILA & SALT RIVER MERIDIAN, TOWN OF MARANA,
PIMA COUNTY, ARIZONA

LEGEND

---	SUBDIVISION BOUNDARY	---	EXISTING 5' CONTOUR
---	LOT LINE	---	EXISTING 1' CONTOUR
---	EASEMENT LINE	---	NEW LOT NUMBER
---	RIGHT OF WAY LINE	---	FINISHED FLOOR ELEVATION
---	MATCH LINE	---	FINISHED PAD ELEVATION
---	NEW 2' ROLL TYPE CURB	---	LOT GRADING TYPE (SHT 6)
---	NEW VERTICAL CURB & GUTTER	---	NEW SURVEY MONUMENT
---	NEW CONC. SIDEWALK	---	FINISHED GRADE ELEVATION
---	PROPOSED RETAINING WALL	---	VERTICAL GRADE BREAK
---	PROPOSED VALVE	---	N.A.E. NON ACCESS EASEMENT
---	GRAVITY SEWERMAIN	---	N.V.A.E. NON VEHICLE ACCESS EASEMENT
---	STORMDRAIN	---	P.U.E. PUBLIC UTILITY EASEMENT
---	EXISTING POTABLE WATER	---	EXISTING/PROPOSED LAND USE (SEE THIS SHEET)
---	EXISTING NON POTABLE WATER	---	RIP RAP
---	EXISTING SEWERLINE	---	SVT SIGHT VISIBILITY TRIANGLES
---	CONTOUR LINE	---	
---	P NEW POTABLE WATER	---	
---	NP NEW NON-POTABLE WATER	---	



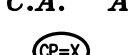
NEW CURB RAMP PER TOWN OF MARANA STANDARDS



DIRECTION OF FLOW



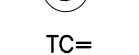
DETAIL NUMBER



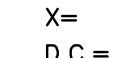
SHEET INDEX SHEET INDICATOR



COMMON AREA "A"



CONCENTRATION POINT NUMBER



INDICATES LOT ACCESS, DRIVEWAYS, WILL NOT BE LOCATED WITHIN RETURNS.



SEWER MANHOLE



TOP OF CURB GRADE



GUTTER GRADE



EXISTING GRADE



DEPRESSED CURB



PROPOSED DRYWELLS



FIRE HYDRANT (PROJECT LAYOUT MAP)



FIRE HYDRANT



BACK WATER VALVE

APPROVALS

	P.E.	
MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER	DATE	
MARANA PLANNING DIRECTOR	DATE	
NORTHWEST FIRE DISTRICT	DATE	

RELATED
PROJECT
NUMBERS:
GPA-9926
SPA-03092
PRV-03081

CALL TWO WORKING DAYS
BEFORE YOU DOG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

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RANCHO MARANA 154 - BLOCK 3
LOTS 1-128 AND COMMON AREAS "A" THROUGH "N"
PRV1806-001

Project

PRELIMINARY PLAT

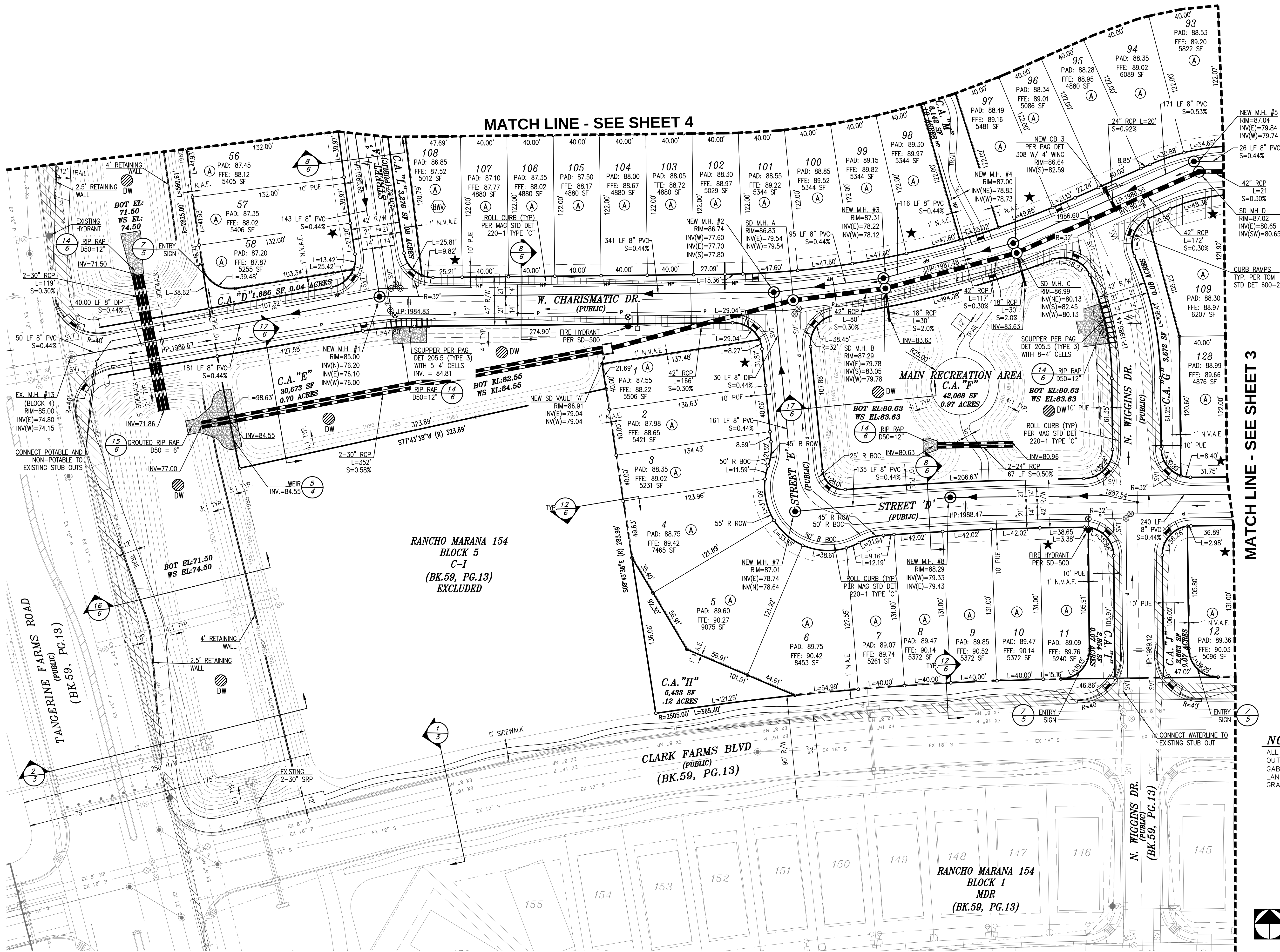
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TOWN OF MARANA, PIMA COUNTY, AZ

Sheet Title

No.	Date	Item	Scale	1"=40'
			Job #	102061B-002
			Date	AUGUST 2018
			Drawn By	TR & KK
			Checked By	BL

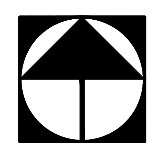


Sheet
1
Of
6



MATCH LINE - SEE SHEET 3

NOTE:
ALL STORMDRAIN PIPES SHALL HAVE INLET AND OUTLET END TREATMENTS. (FLARED, HEADWALLS, GABIONS, ETC.) TO BE COORDINATED WITH THE LANDSCAPE PLAN AND DESIGNED WITH THE CIVIL GRADING AND DRAINAGE IMPROVEMENT PLANS.



GRAPHIC SCALE
0 40
HORIZONTAL SCALE 1" = 40'
CONTOUR INTERVAL = 1'

RELATED PROJECT NUMBERS:
GPA-9926
SPA-03092
PRV-03081

CALL TWO WORKING DAYS BEFORE YOU DO
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

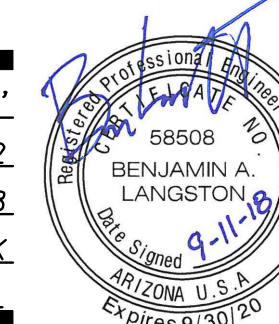
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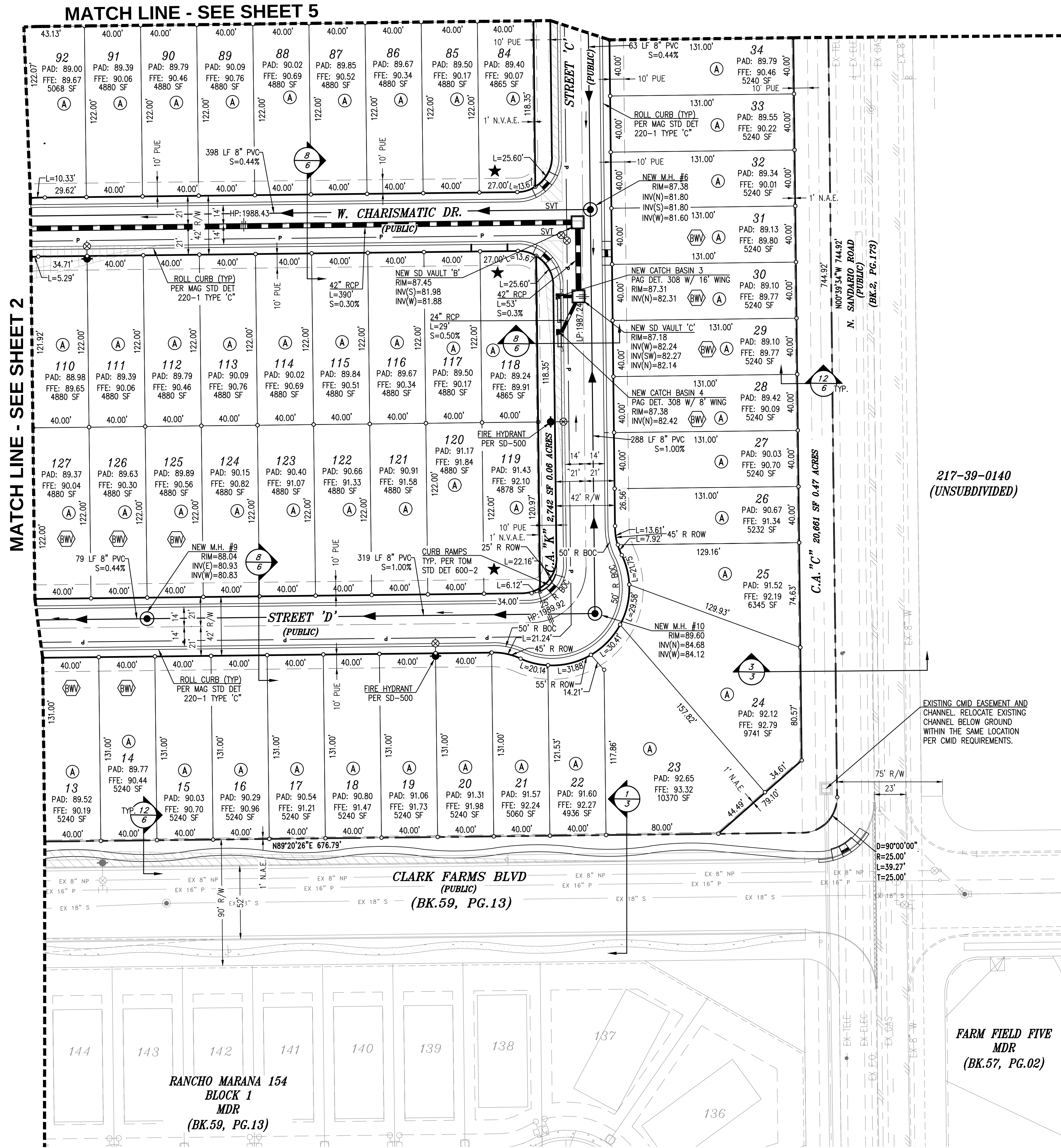
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LOTS 1-128 AND COMMON AREAS "A" THROUGH "N"
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PRELIMINARY PLAT
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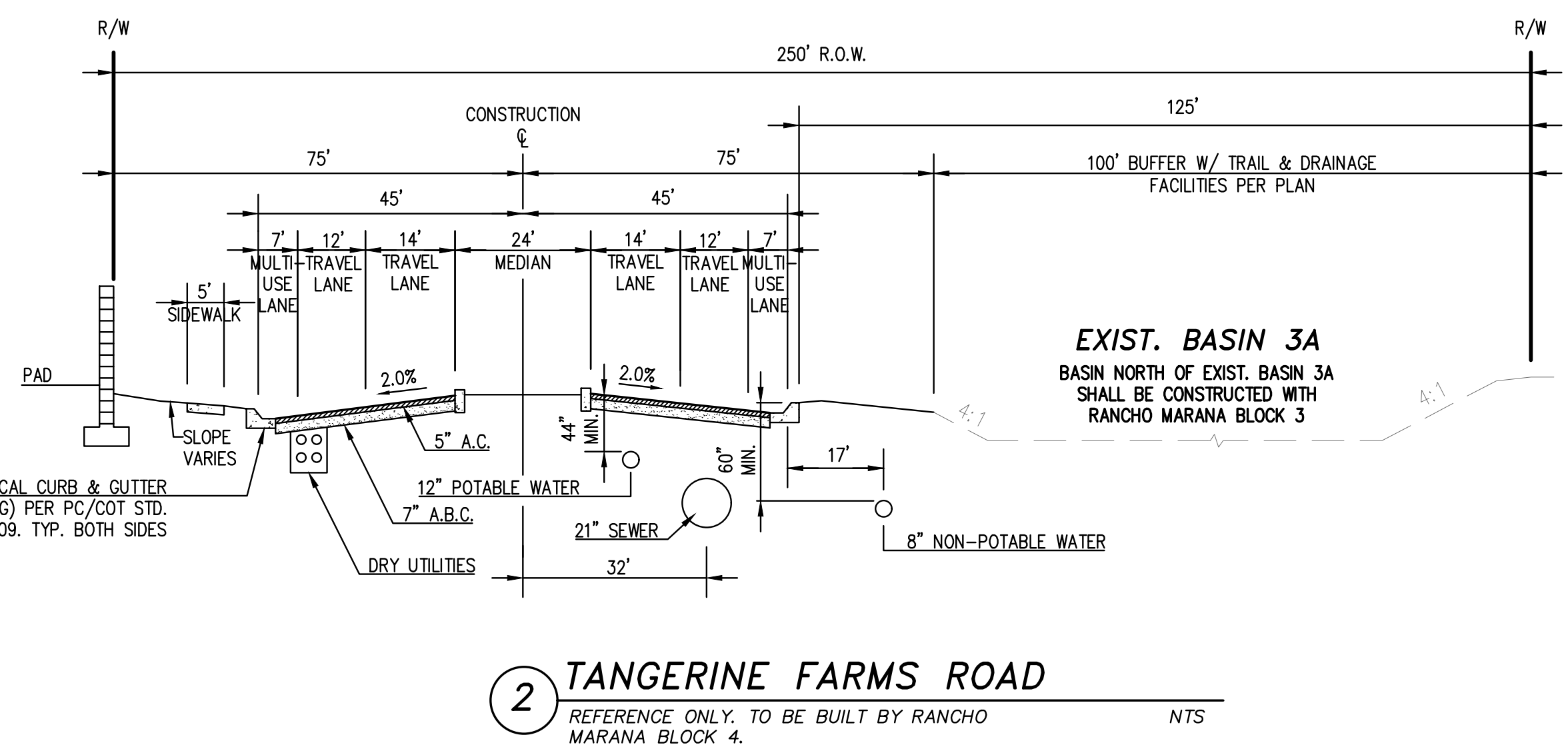
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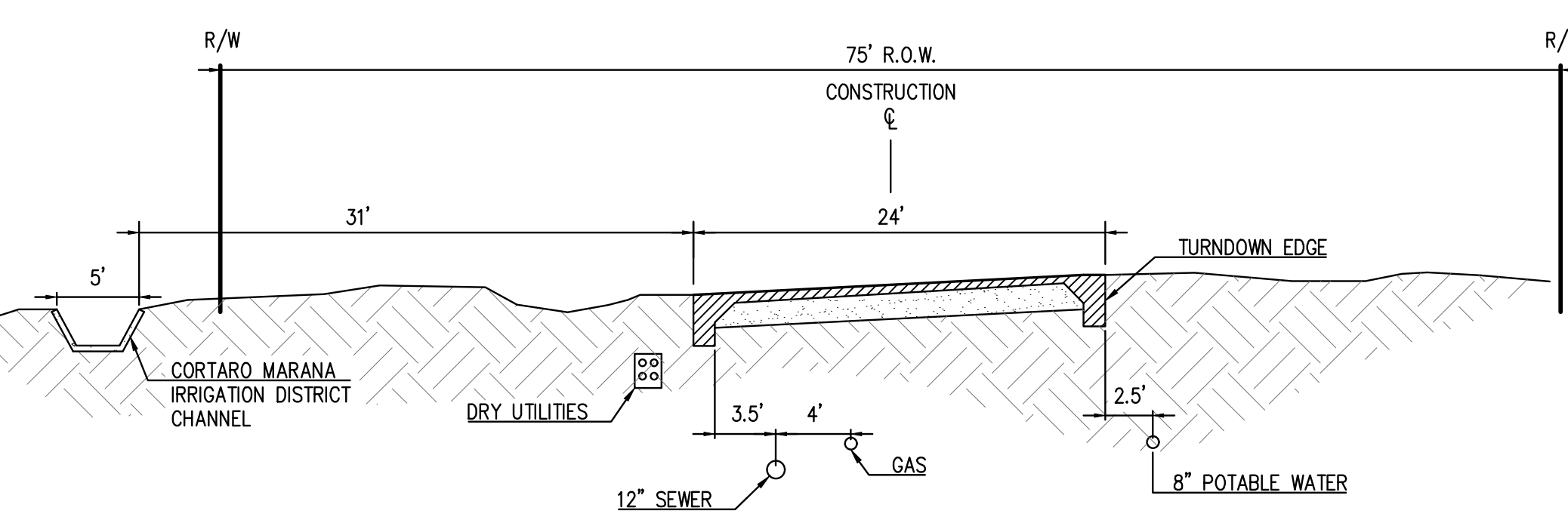
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Of **6**



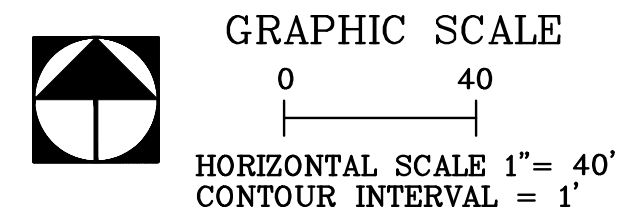
1 EXISTING CLARK FARMS BLVD.
REFERENCE ONLY. NTS



3 EXISTING SANDARIO ROAD
REFERENCE ONLY. NTS



NOTE:
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OUTLET END TREATMENTS. (FLARED, HEADWALLS,
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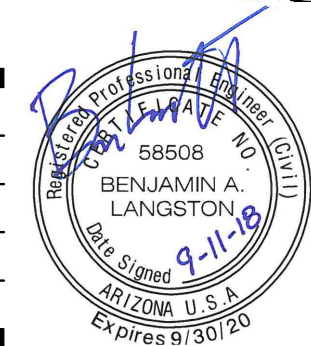


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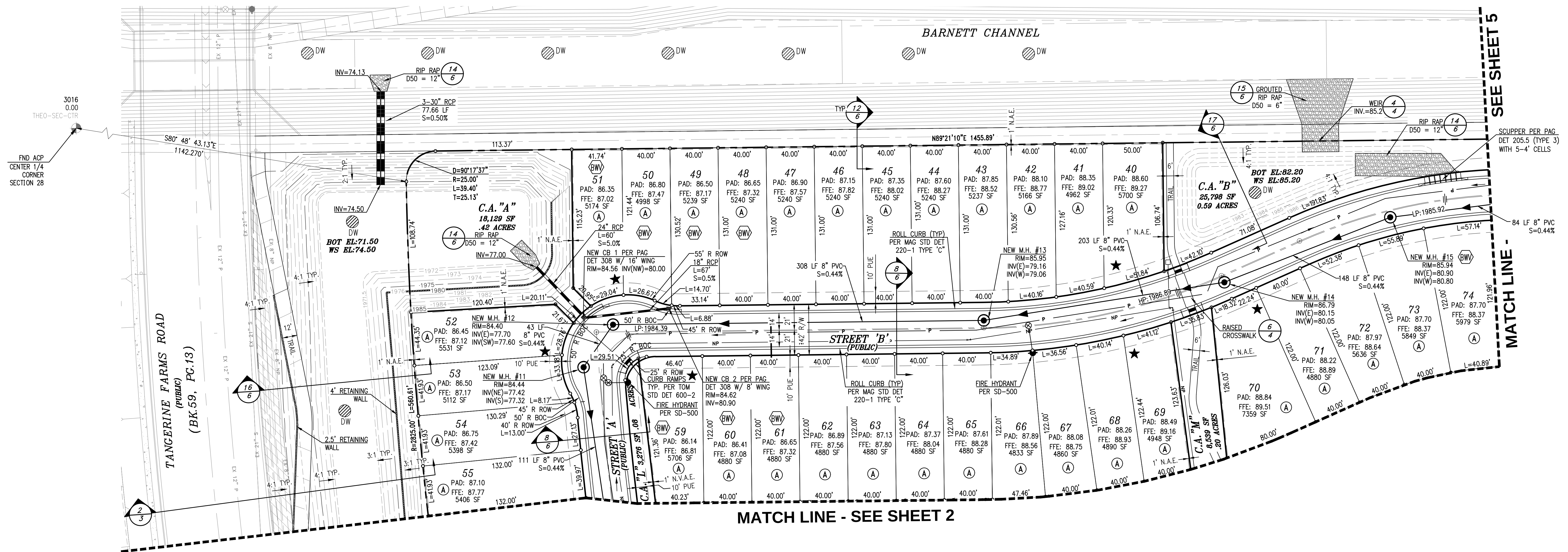
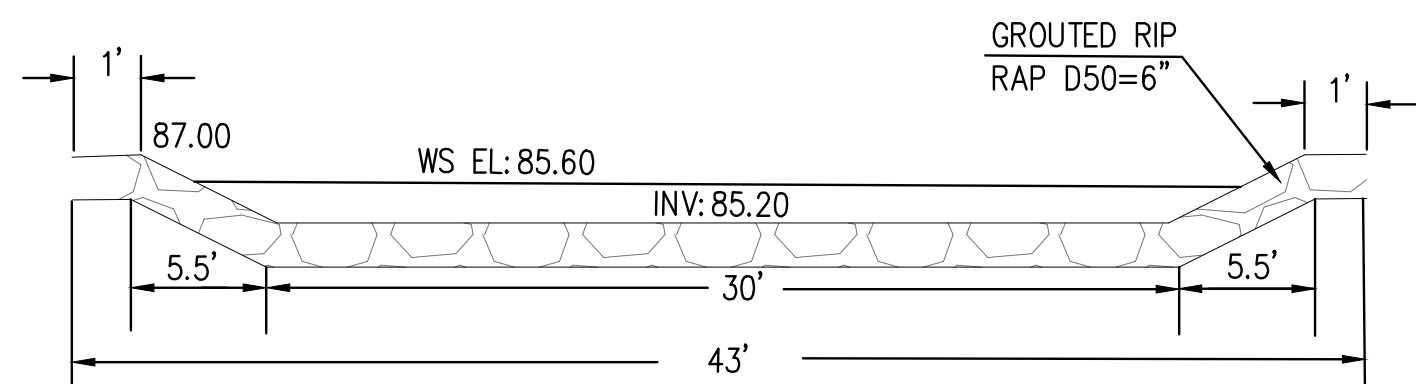
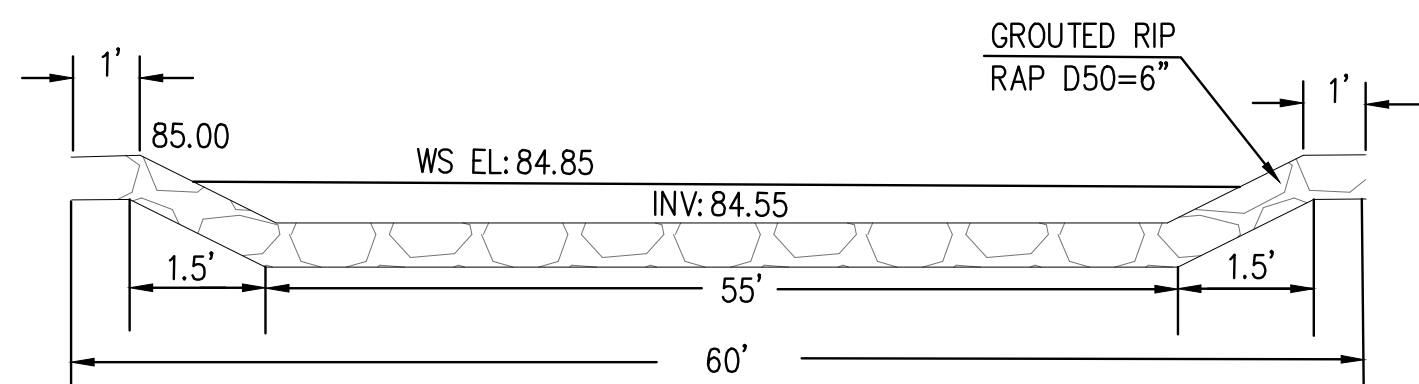
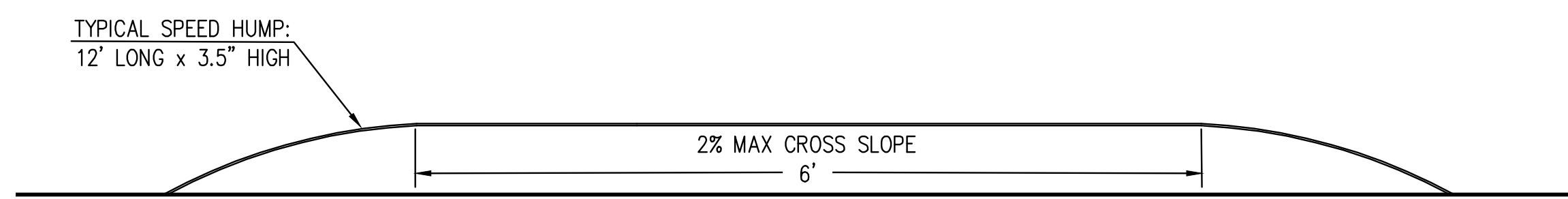
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LOTS 1-128 AND COMMON AREAS "A" THROUGH "N"
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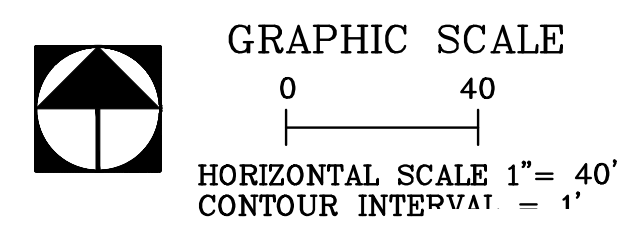
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Of 6



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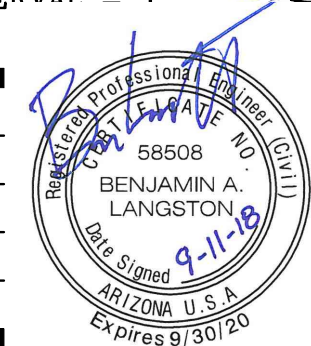
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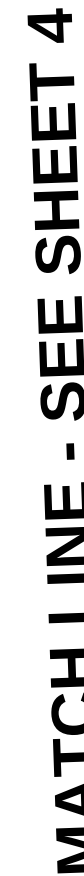
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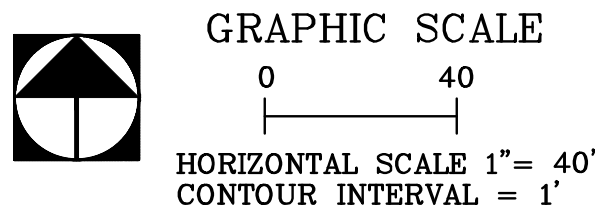
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			AUGUST 2018
			Drawn By
			TR & KK
			Checked By
			BL



Sheet **4**
Of **6**



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RANCHO MARANA 154 - BLOCK 3
LOTS 1-128 AND COMMON AREAS "A" THROUGH "N"
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PRELIMINARY PLAT
A PORTION OF SECTION 28, T.11S., R.11E., G&SRB&M
TOWN OF MARANA, PIMA COUNTY, AZ

No.	Date	Item	Scale	"I" = 40'
			Job #	102061B-002
			Date	AUGUST 2018
Revisions			Drawn By	TR & KK
			Checked By	BL

Sheet **5**

Of **6**

42' R/W

10' PUBLIC UTILITY, SIGNAGE & ROADWAY MAINTENANCE ESMT.

1' 5' 6' 10' 10' 6' 5' 1'

3:1 MAX

2' WIDE JOINT UTILITY TRENCH

5' CONC. SIDEWALK PER PC/COT STD. DTL. 200

SEWER

6' 10'

8" POTABLE WATER

2' ROLL TYPE CURB AND GUTTER MAG. STD. DTL. 220 TYPE "C" TYP. BOTH SIDES

3:1 MAX

10' PUBLIC UTILITY, SIGNAGE & ROADWAY MAINTENANCE ESMT.

[illegible]

PUE - INDICATES PUBLIC UTILITY EASEMENT
BSL - INDICATES BUILDING SETBACK LINE
NYAE - INDICATES NON VEHICLE ACCESS EASEMENT

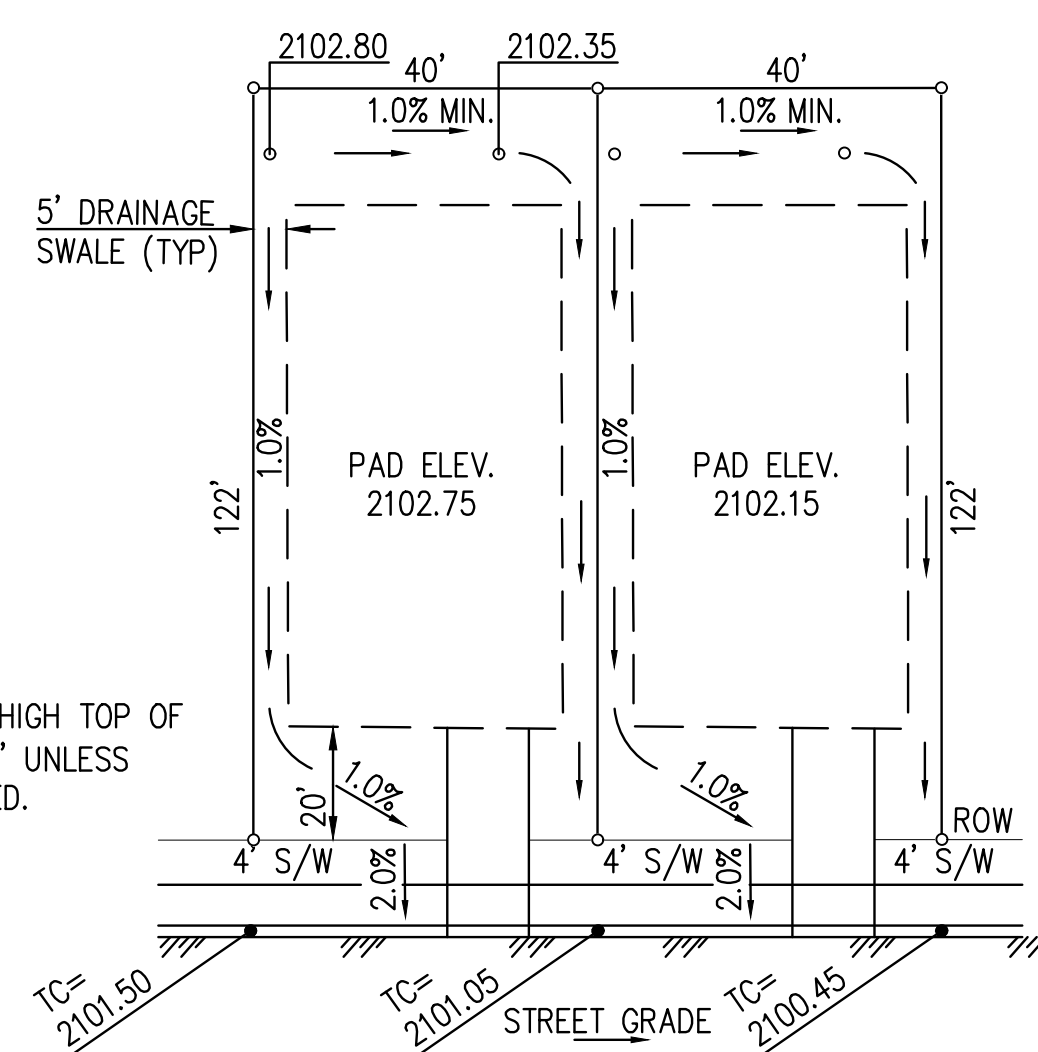


Diagram illustrating a cross-section of a screen wall. The wall is labeled "SCREEN WALL" with a circular callout indicating dimensions 13" by 6". The wall is supported by a "PAD" and is adjacent to "EXIST. GROUND" which slopes away from the wall, labeled "VARIES". A vertical dashed line indicates the centerline, labeled "P/L".

Diagram illustrating the components of a brick wall cross-section:

- SMOOTHFACE BLOCK**
COLOR: CHOCOLATE
- SPLITFACE BLOCK**
COLOR: TAN #1
- 80% RUSTIC SOUTHERN LEDGESTONE, 20% BRANDYWINE DRESSED FIELDSTONE**
- SMOOTHFACE BLOCK**
COLOR: CHOCOLATE

D₅₀=(SEE PLAN)

HAND PLACED ROCK

RIP-RAP ON MIRAFI FILTER FABRIC TYPE ON 140N

EMBED ROCK TO A DEPTH OF 1/2 D₅₀

1'

D₅₀=(SEE PLAN)

EMBED ROCK TO A DEPTH OF 1/2 D₅₀

MORTAR BASE W/ FIBERMESH OR WWF-W2.1 x W2.1 FOR FULL LENGTH OF MORTAR BASE

1'

2' SHOULDER

2.5' LANDSCAPING WALL

12' MULTI-USE PATHWAY

1' SHOULDER

SLOPE 4:1

SLOPE 4:1

3' RETENTION DEPTH

BASIN DEPTH VARIES

4' LANDSCAPING WALL

PLANTER AREA

SLOPE 3:1

2' SHOULDER

PERIMETER SCREEN WALL

P/L

13/6

5' SIDEWALK

1' SHOULDER

RETENTION DEPTH VARIES
(SEE PLAN) 3' MAX

SLOPE 4:1

SLOPE 4:1

The WLB Group **WLB**
INC.

Engineering | Planning | Surveying
Landscape Architecture | Urban Design

Offices located in: Tucson , Phoenix,
Flagstaff, and Las Vegas, NV.
1600 W Broadway Rd, Ste. 150
Tempe Az. 85282 PH.(480) 736-1600

PRELIMINARY PLAT
A PORTION OF SECTION 28, T.11S., R.11E., G&SRB&M
TOWN OF MARANA, PIMA COUNTY, AZ

No.	Date	Item	Scale	1"=40'
			Job #	102061B-002
			Date	AUGUST 2018
			Drawn By	TR & KK
Revisions			Checked By	RI

**RELATED
PROJECT
NUMBERS:
GPA-9926
SPA-03092
PRV-03081**

**CALL TWO WORKING DAYS
BEFORE YOU DIG**
602-263-1100
1-800-STAKE-3
(OUTSIDE MARICOPA COUNTY)

Sheet **6**
Of **6**



Legend

- Marana Addresses
- Marana Town Limits
- Marana Streets
- Parcels (Black)

Notes

0.3 0 0.13 0.3 Miles



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: Rancho Marana Block 3

Description of Project: Single Family Residential subdivision

Number of Lots: 128

Parcel No.(s): 217-43-181A; 217-43-181B

Gross Area (Acres): 24.014

Project Address: Located in the SEC of Barnett Rd and Tangerine Farms Road

Ref. Project No.:

CONTACT INFORMATION

Owner: Stewart Title & Trust of Tucson

Contact Name:

Address: 3777 E. Broadway Blvd

City: Tucson

State: AZ

Zip: 85710

Email:

Phone No.: (520) 327-7373

Applicant: Meritage Homes

Contact Name: Lisa Hoskin

Address: 3275 W. Ina Road, Suite 220

City: Tucson

State: AZ

Zip: 85741

Email: lisa.hoskin@meritagehomes.com

Phone No.:

Consultant/Engineer: The WLB Group, Inc.

Contact Name: Linda Thompson

Address: 4444 E. Broadway

City: Tucson

State: AZ

Zip: 85711

Email: lthompson@wlbgroup.com

Phone No.: (520) 390-1086

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.)

Linda Thompson

Linda Thompson

Digitally signed by Linda Thompson
Date: 2018.04.26 07:16:48 -07'00'

4/26/2018

Applicant Name (PRINT)

Signature

Date

FOR OFFICIAL USE ONLY

Project No. PRV1806-001

Date Received 5/30/18

- | | | | |
|---|--|--|--|
| ☐ 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 1/26/2017



Council-Regular Meeting

C3

Meeting Date: 10/16/2018

To: Mayor and Council

From: Cynthia Ross, Senior Planner

Date: October 16, 2018

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2018-097; Relating to Development; approving a final plat for Desert Oasis at Twin Peaks, Lots 1 – 74, and Block “1” and Common Areas “A” (Functional Open Space), “B” (Natural Undisturbed Open Space), “C” (Park) and “D” (Sewer/Open Space), located at the northeast corner of Twin Peaks Road and Oasis Road (Cynthia Ross)

Discussion:

Request

Baker and Associates Engineering, Inc., representing Mattamy Tucson, LLC, is requesting approval of a final plat for Desert Oasis at Twin Peaks, Lots 1 – 74, and Block “1” and Common Areas “A” (Functional Open Space), “B” (Natural Undisturbed Open Space), “C” (Park) and “D” (Sewer/Open Space), located at the northeast corner of Twin Peaks Road and Oasis Road, approximately 1.2 miles east of Interstate 10, in Section 14, Township 12 South, Range 12 East.

Background

The property was annexed into the Town by Ordinance No. 2013.024, adopted by Town Council on October 15, 2013, and zoned to Marana Zone “R-144” (Residential). On August 2, 2016, the Mayor and Council approved Ordinance No. 2016.013 adopting the rezoning of the property to “F” (Specific Plan) creating Twin Peaks Oasis Specific Plan.

The preliminary plat for this plat was approved by Resolution No. 2017-088 with a subdivision name of “Twin Peaks Oasis”. The name changed to Desert Oasis at Twin Peaks upon final plat application.

Land Use

The plat proposes 74 single-family residential lots. Although the Specific Plan proposes a minimum lot size of 6,000 square feet, the plat proposes a minimum lot size of 6,846 square feet, a maximum lot size of 11,817 square feet, and an average lot size of 7,979 square feet. The proposed density is 2.0 residences per acre.

The plat proposes approximately 13.5 acres as residential lots and 3.6 acres as public streets. A maximum of 25 homes may be two-story. Homes on the perimeter of the community are restricted to single-story homes. Per the Specific Plan rezoning condition, lots restricted to single story include 1-7, 22-23, 37-58, 68-69 and 74.

The developer will build a reflection area adjacent to Twin Peaks Road, with a public, 20-foot wide, trail connecting Twin Peaks Road to a neighborhood park in the subdivision. A trail will also connect the north end of the subdivision to Twin peaks Road at the Indian Cloud Place cul de sac. The developer will grant a 15-foot wide public trail easement on the southeast corner of the site for Trail #164, Scotties Loop Trail, described in the Pima County Regional Trails Master Plan. The developer will build a monument sign on the southern end of the development, on Block 1, and dedicate this area (approximately 1,685 sf) to the Town. The monument is meant to indicate entry into the Marana Twin Peaks Corridor area.

Access and Circulation

Primary access will be provided off Twin Peaks Road, secondary access will be at the intersection of Oasis Road and Niobrara Way. The internal streets are public and will be maintained by the Town. The total width is 42- feet with two 14-foot travel lanes, 2-foot roll curbs, 5-foot sidewalks and 10-foot public utility. The developer will provide structural pavement improvements to the portion of Oasis Road adjacent to the subdivision.

Infrastructure and Utilities

Water service will be provided by Marana Water. Sewer Service will be provided by Pima County Regional Wastewater Reclamation Department. Tucson Electric Power will provide service to this development. Fire Service will be provided by Golder Ranch Fire District. The owner will pay a detention/retention in-lieu fee to the Town in-lieu of providing detention/retention facilities for this project.

Staff Recommendation:

Staff finds that the final plat is in compliance with the Twin Peaks Oasis Specific Plan, the Twin Peaks Corridor Study, the Marana Land Development Code, and the Marana General Plan. Staff recommends approval of the final plat for Desert Oasis at Twin Peaks, Lots 1 – 74, and Block “1” and Common Areas “A” (Functional Open Space), “B” (Natural Undisturbed Open Space), “C” (Park) and “D” (Sewer/Open Space).

Suggested Motion:

I move to adopt Resolution No. 2018.097, approving the final plat for Desert Oasis at Twin Peaks, Lots 1 – 74, and Block “1” and Common Areas “A” (Functional Open Space), “B” (Natural Undisturbed Open Space), “C” (Park) and “D” (Sewer/Open Space).

Attachments

Resolution No. 2018-097

Final Plat

Location Map

Application

MARANA RESOLUTION NO. 2018-097

RELATING TO DEVELOPMENT; APPROVING THE FINAL PLAT FOR DESERT OASIS AT TWIN PEAKS, LOTS 1 – 74, AND BLOCK “1” AND COMMON AREAS “A” (FUNCTIONAL OPEN SPACE), “B” (NATURAL UNDISTURBED OPEN SPACE), “C” (PARK) AND “D” (SEWER/OPEN SPACE) LOCATED AT THE NORTHEAST CORNER OF TWIN PEAKS ROAD AND OASIS ROAD

WHEREAS, on August 2, 2016, the Mayor and Town Council adopted Ordinance No. 2016.013, approving a rezoning of the site from “R-144” to “F” Specific Plan;” and

WHEREAS, on September 19, 2017, the Mayor and Town Council adopted Resolution No. 2017.088, approving the preliminary plat for Twin Peaks Oasis; and

WHEREAS, Baker and Associates, Engineering, Inc., on behalf of Mattamy Tucson LLC, Arizona, has applied for approval of a final plat for Desert Oasis at Twin Peaks, Lots 1 – 74, and Block “1” and Common Areas “A” (Functional Open Space), “B” (Natural Undisturbed Open Space), “C” (Park) and “D” (Sewer/Open Space); and

WHEREAS, the Marana Town Council, at the regularly scheduled meeting on October 16, 2018, determined the final plat for Desert Oasis at Twin Peaks, Lots 1 – 74, and Block “1” and Common Areas “A” (Functional Open Space), “B” (Natural Undisturbed Open Space), “C” (Park) and “D” (Sewer/Open Space) should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the final plat for Desert Oasis at Twin Peaks, Lots 1 – 74, and Block “1” and Common Areas “A” (Functional Open Space), “B” (Natural Undisturbed Open Space), “C” (Park) and “D” (Sewer/Open Space) is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of October, 2018.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Hilary Hiser, Interim Town Clerk

Frank Cassidy, Town Attorney

DEDICATION

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

WE HEREBY DEDICATE TO THE TOWN OF MARANA ALL RIGHTS-OF-WAY SHOWN ON THIS PLAT, INCLUDING ALL STREETS. WE HEREBY DEDICATE BLOCK "1," AS SHOWN ON THIS PLAT, TO THE TOWN OF MARANA.

UTILITY EASEMENTS AS SHOWN ON THIS PLAT ARE GRANTED TO THE TOWN OF MARANA, PIMA COUNTY AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, PUBLIC AND PRIVATE UTILITIES AND PUBLIC SEWERS.

NO VEHICULAR ACCESS EASEMENTS SHOWN ON THIS PLAT ARE GRANTED TO THE TOWN OF MARANA FOR THE PURPOSE OF ACCESS CONTROL TO ADJACENT COMMON AREAS.

THE 15 FOOT PUBLIC TRAIL EASEMENT AS SHOWN ON THIS PLAT IS GRANTED TO THE TOWN OF MARANA FOR THE PURPOSE OF A PUBLIC TRAIL (AKA SCOTTIE'S LOOP TRAIL).

THE 20 FOOT PATH EASEMENTS AS SHOWN ON THIS PLAT ARE GRANTED TO THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PUBLIC PATHS.

WE, AND 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 WRITTEN APPROVAL OF THE TOWN OF MARANA.

ALL COMMON AREAS AS SHOWN ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, THEIR GUESTS AND INVITEES.

ALL COMMON AREAS ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA, PIMA COUNTY, AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF ACCESS, INSTALLATION AND MAINTENANCE OF PUBLIC AND PRIVATE UTILITIES AND PUBLIC SEWERS.

TITLE TO THE LAND OF ALL COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN SEQUENCE NO. _____ IN THE OFFICE OF THE PIMA COUNTY RECORDER. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH WILL ACCEPT RESPONSIBILITY FOR THE CONTROL, MAINTENANCE, SAFETY AND LIABILITY OF ALL COMMON AREAS.

TITLE SECURITY AGENCY, L.L.C.

A DELAWARE LIMITED LIABILITY COMPANY AS TRUSTEE UNDER TRUST NO. 201527R AND NOT IN ITS CORPORATE CAPACITY.

TRUST OFFICER

BENEFICIARY

MATTAMY TUCSON, L.L.C.
3561 E. SUNRISE DR., #247
TUCSON, ARIZONA 85718

ACKNOWLEDGMENT

STATE OF ARIZONA } S.S.
COUNTY OF PIMA

ON THIS, THE _____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE TRUST OFFICIAL OF TITLE SECURITY AGENCY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY AS TRUSTEE UNDER TRUST NO. 201527R AND NOT IN ITS CORPORATE CAPACITY, AND ACKNOWLEDGED THAT HE/SHE AS THE TRUST OFFICIAL, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE(S) HEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREBY SET MY NAME AND OFFICIAL SEAL.

NOTARY PUBLIC

ASSURANCES

ASSURANCE IN THE FORM OF THIRD PARTY TRUST AGREEMENTS FROM TITLE SECURITY AGENCY, L.L.C. TITLE COMPANY, TRUST NO. 201527R, AS RECORDED IN SEQUENCE NO. _____ IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA, HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS, AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY: _____ DATE _____
TOWN OF MARANA

ASSURED WATER SUPPLY

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

BY: _____ DATE _____
WATER DIRECTOR-TOWN OF MARANA

RECORDING DATA

STATE OF ARIZONA } S.S. FEE _____
COUNTY OF PIMA SEQUENCE NO. _____

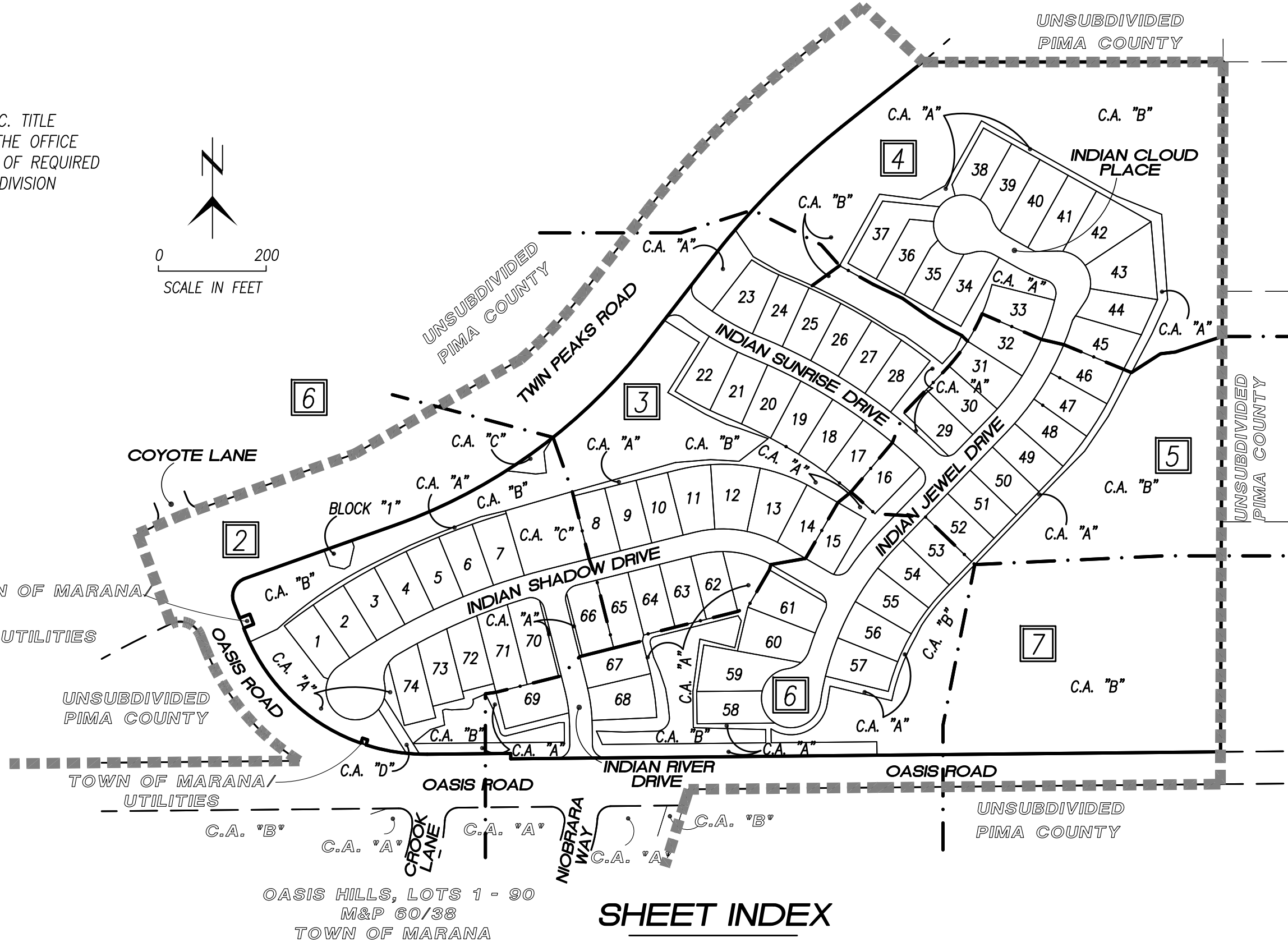
THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF BAKER AND ASSOCIATES ENGINEERING, INC., ON THIS ____ DAY OF _____, 20____, AT _____M., IN SEQUENCE NO. _____ THEREOF.

F. ANN RODRIGUEZ
PIMA COUNTY RECORDER BY DEPUTY

DATE

GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 36.8 ACRES (1,602,684 S.F.).
2. THE NUMBER OF RESIDENTIAL LOTS IS 74. THE NUMBER OF BLOCKS IS 1.
3. THE TOTAL AREAS ARE AS FOLLOWS:
COMMON AREA "A" (FUNCTIONAL OPEN SPACE) 147,480 SF.
COMMON AREA "B" (NATURAL UNDISTURBED OPEN SPACE) 686,879 SF.
COMMON AREA "C" (PARK) 18,130 SF.
COMMON AREA "D" (SEWER/OPEN SPACE) 2,184 SF.
BLOCK "1" (MONUMENT SIGN) 1,931 SF.
4. TOTAL MILES OF NEW PUBLIC STREETS IS 0.6 MILES.
5. MINIMUM ALLOWABLE LOT SIZE 6,000 SF (PER THE TWIN PEAKS OASIS SPECIFIC PLAN) .
MINIMUM PROVIDED LOT SIZE 6846 SF - LOT 35.
AVERAGE LOT SIZE 7,979 SF.
MAXIMUM PROVIDED LOT SIZE 11,817 SF - LOT 43 (NOT A RESTRICTION).
MAXIMUM ALLOWABLE BUILDING HEIGHT IS 20 FEET (PER THE TWIN PEAKS OASIS SPECIFIC PLAN) FOR SINGLE STORY HOMES.
(LOTS #1 - #7, #22 - #23, #37 - #58, #68 - #69 AND #74 ARE RESTRICTED TO SINGLE STORY HOMES)
MAXIMUM ALLOWABLE BUILDING HEIGHT IS 30 FEET (PER THE TWIN PEAKS OASIS SPECIFIC PLAN) FOR TWO STORY HOMES.
MAXIMUM LOT COVERAGE IS 70%.
6. BUILDING SETBACKS PER TWIN PEAKS OASIS SPECIFIC PLAN:
FRONT 20 FEET FROM BACK OF SIDEWALK TO FRONT LOADING GARAGE
FRONT 10 FEET FROM BACK OF SIDEWALK TO SIDE LOADING GARAGE OR LIVE-ABLE AND ARCHITECTURAL COMPONENT
SIDE 5 FEET
REAR 15 FEET
STREET SIDE YARD 10 FEET
7. REQUIRED PARKING PROVISIONS INCLUDE 2 PARKING SPACES FOR EACH LOT (74 LOTS X 2 = 148). PROVIDED PARKING = 148 SPACES. ALL REQUIRED PARKING WILL BE OFF-STREET, ON-SITE.
8. THE APPROVED ZONING FOR THIS PROJECT IS "T" (TWIN PEAKS OASIS SPECIFIC PLAN).
9. THIS PLAT IS IN CONFORMANCE WITH THE TWIN PEAKS CORRIDOR STUDY APPROVED BY RESOLUTION 2014.013.
10. THE GROSS DENSITY FOR THIS PROJECT IS 2.0 RAC.
11. IN ADDITION TO THE ITEMS SHOWN ON SHEETS 2 - 7, THIS SITE IS ALSO SUBJECT TO THE FOLLOWING IDENTIFIED TITLE ITEM:
BLANKET GAS AND ELECTRIC EASEMENT GRANTED TO TUCSON GAS AND ELECTRIC PER DOCKET 45, PAGE 345.
12. NO FURTHER SUBDIVIDING OR LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN.
13. NO BUILDING PERMITS WILL BE ISSUED FOR LOTS WITH FEMA FLOODPRONE LINE ENCROACHMENTS (LOTS 1-11, 20-26, 36-39 AND 47-57) PRIOR TO APPROVAL OF A LOMR (LETTER OF MAP REVISION).
14. 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.
15. OBJECTS AND MATERIALS WITHIN THE 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 THE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO SECTION 4.8 OF THE TOWN OF MARANA SUBDIVISION STANDARDS.
16. 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.
17. THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH THE FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
18. BASIS OF BEARING: THE SOUTH LINE OF THE NORTHWEST QUARTER SECTION 14, T12S, R12E G&SRM, AS MONUMENTED BY A 1.5" ACP "LS 1052" AT THE WEST QUARTER OF SAID SECTION AND A 3.25" ALUMINUM CAPPED DISK, DOWN 0.3", AT THE CENTER OF SECTION. SHOWN ON RECORD OF SURVEY RECORDED AT SEQ. #20143490258. SAID BEARING BEING: S89°26'23"W.
19. 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.
20. ALL NEW AND EXISTING UTILITIES 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, WITHIN OR CONTIGUOUS TO THE SITE, SHALL BE PLACED UNDERGROUND.
21. THE WATER PROVIDER TO SERVE THIS SUBDIVISION IS MARANA MUNICIPAL WATER.



SHEET INDEX

GENERAL NOTES CONT.

22. THE NUOS ACREAGE/PERCENTAGE REQUIRED AND PROVIDED IS DIFFERENT FROM THE PRELIMINARY PLAT, SINCE THE COMMON AREA ACREAGES HAVE CHANGED.
23. WITH ITS APPROVAL OF THIS PLAT, THE TOWN OF MARANA HEREBY VACATES THAT CERTAIN DRAINAGE EASEMENT AND ITS RESTRICTIVE COVENANT DESCRIBED AS "DRAINAGE EASEMENT - B" PER SEQUENCE NO. 20141150332.
24. THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. 45-576.
25. A MAXIMUM OF 30 DAYS BEFORE GRADING, A 100% AREA SURVEY MUST BE COMPLETED BY A QUALIFIED WILDLIFE BIOLOGIST, FOR THE SONORAN DESERT TORTOISE, WITH A COPY OF THE SURVEY FORM SENT TO THE TOWN PRIOR TO THE ISSUANCE OF A GRADING PERMIT. IF ANY DESERT TORTOISE ARE ENCOUNTERED DURING GROUND DISTURBANCE, PLEASE CONTACT THE ARIZONA GAME AND FISH DEPARTMENT AT (520)628-5376 OR CONTACT THE QUALIFIED WILDLIFE BIOLOGIST TO MOVE THE TORTOISE ACCORDING TO PROTOCOL.

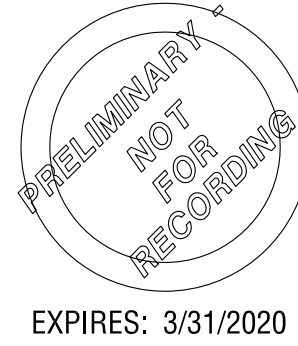
CERTIFICATIONS

I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION AND THAT ALL OF THE BOUNDARY MONUMENTS INDICATED HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE AND MATERIAL ARE CORRECTLY SHOWN. IN MY CAPACITY AS SURVEY SUPERVISOR/ASSOCIATE FOR RICK ENGINEERING COMPANY, INC., DOUGLAS E. SCHNEIDER, RLS NO. 17479, HAS SIGNED THIS FINAL PLAT AND CERTIFICATION OF SURVEY AS TO THE BOUNDARY ONLY.

DOUGLAS E. SCHNEIDER
RICK ENGINEERING COMPANY, INC.
REGISTERED LAND SURVEYOR NO. 17479
STATE OF ARIZONA



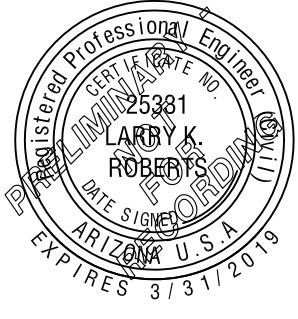
I HEREBY CERTIFY THAT THE INTERIOR SUBDIVISION GEOMETRY FOR THIS PLAT WAS REVIEWED AND SHOWN UNDER MY SUPERVISION.



WILLIAM H. BAKER, JR.
BAKER & ASSOCIATES ENGINEERING, INC.
REGISTERED LAND SURVEYOR NO. 16784
STATE OF ARIZONA

I HEREBY CERTIFY THAT THE FLOODPRONE LIMITS, EROSION HAZARD SETBACKS AND FEMA ZONE LIMITS WERE REVIEWED AND SHOWN UNDER MY SUPERVISION.

LARRY K. ROBERTS
ARROYO ENGINEERING, L.L.C.
REGISTERED ENGINEER NO. 25331
STATE OF ARIZONA



TOWN OF MARANA APPROVALS

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

BY: _____
MARANA PLANNING DIRECTOR DATE _____

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

BY: _____
CLERK OF THE TOWN OF MARANA DATE _____

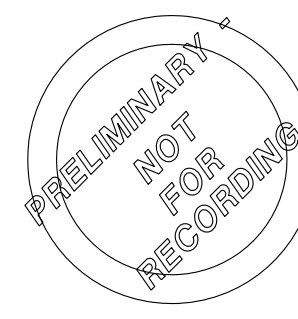
PIMA COUNTY APPROVAL

BY: _____
PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT DATE _____

AS TO BOUNDARY ONLY



AS TO INTERIOR LINWORK ONLY



EXPIRES: 3/31/2020

#PRV1708-002

FINAL PLAT for
DESERT OASIS AT TWIN PEAKS, LOTS 1 - 74, AND BLOCK "1"
AND COMMON AREAS "A" (FUNCTIONAL OPEN SPACE), "B" (NATURAL
UNDISTURBED OPEN SPACE), "C" (PARK) AND "D" (SEWER/OPEN SPACE)

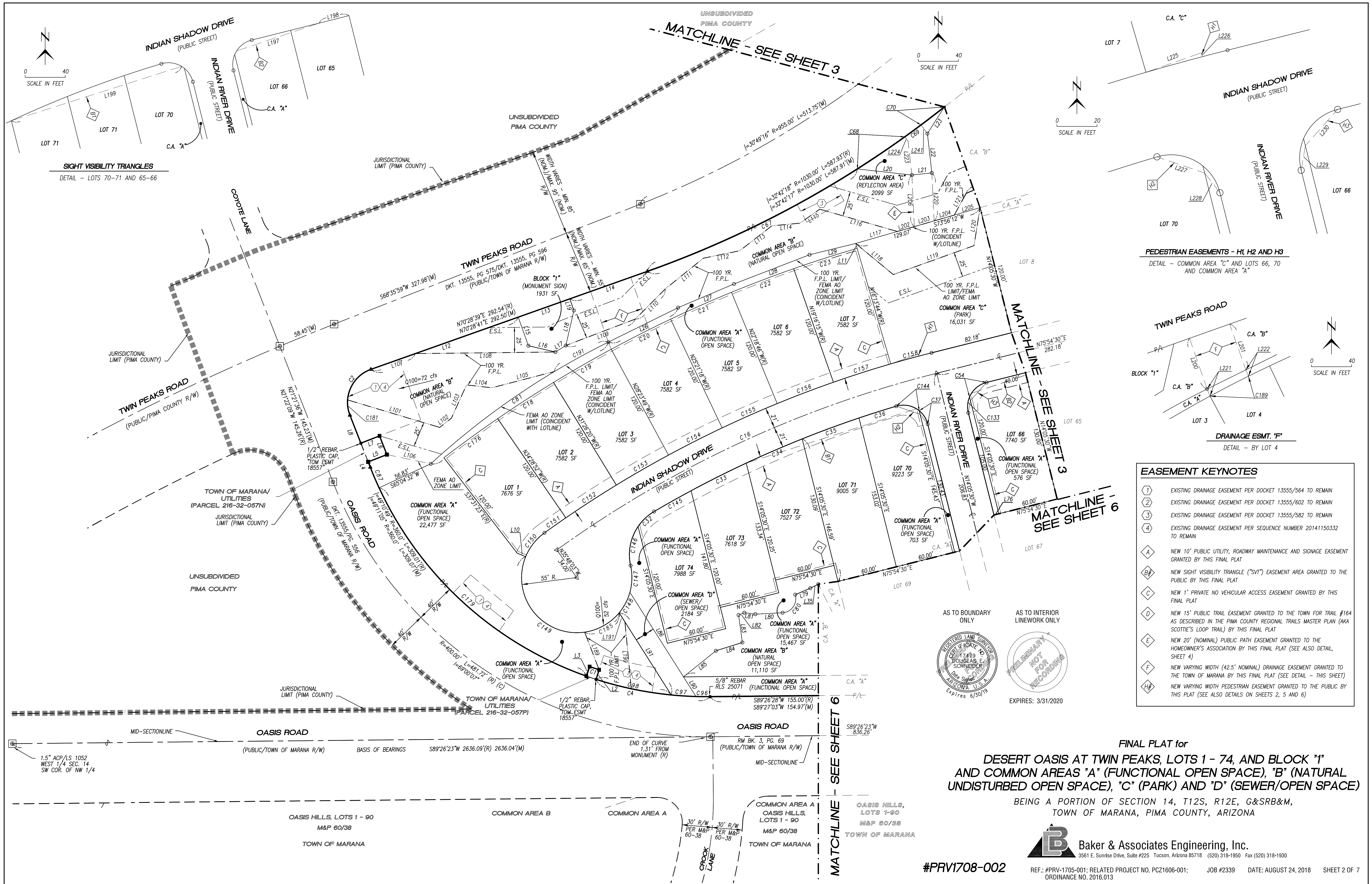
BEING A PORTION OF SECTION 14, T12S, R12E, G&SRB&M,
TOWN OF MARANA, PIMA COUNTY, ARIZONA



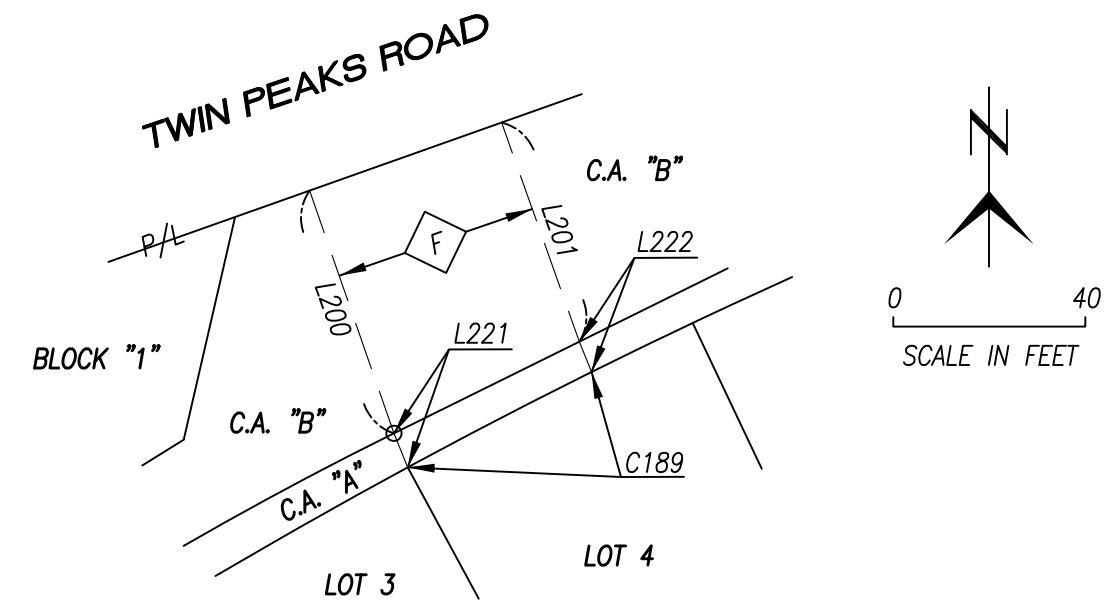
Baker & Associates Engineering, Inc.
3561 E. Sunrise Drive, Suite #225 Tucson, Arizona 85718 (520) 318-1950 Fax (520) 318-1930

REF: #PRV-1705-001: RELATED PROJECT NO. PC21606-001; JOB #2339 DATE: AUGUST 24, 2018 SHEET 1 OF 7
ORDINANCE NO. 2016.013

SEQUENCE # _____



PEDESTRIAN EASEMENTS - H1, H2 AND H3
DETAIL - COMMON AREA "C" AND LOTS 66, 70 AND COMMON AREA "A"



DRAINAGE ESMT. "F"
DETAIL - BY LOT 4

EASEMENT KEYNOTES	
1	EXISTING DRAINAGE EASEMENT PER DOCKET 13555/564 TO REMAIN
2	EXISTING DRAINAGE EASEMENT PER DOCKET 13555/602 TO REMAIN
3	EXISTING DRAINAGE EASEMENT PER DOCKET 13555/582 TO REMAIN
4	EXISTING DRAINAGE EASEMENT PER SEQUENCE NUMBER 20141150332 TO REMAIN
A	NEW 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE EASEMENT GRANTED BY THIS FINAL PLAT
B	NEW SIGHT VISIBILITY TRIANGLE ("SVT") EASEMENT AREA GRANTED TO THE PUBLIC BY THIS FINAL PLAT
C	NEW 1' PRIVATE NO VEHICULAR ACCESS EASEMENT GRANTED BY THIS FINAL PLAT
D	NEW 15' PUBLIC TRAIL EASEMENT GRANTED TO THE TOWN FOR TRAIL #164 AS DESCRIBED IN THE PIMA COUNTY REGIONAL TRAILS MASTER PLAN (AKA SCOTTIE'S LOOP TRAIL) BY THIS FINAL PLAT
E	NEW 20' (NOMINAL) PUBLIC PATH EASEMENT GRANTED TO THE HOMEOWNER'S ASSOCIATION BY THIS FINAL PLAT (SEE ALSO DETAIL, SHEET 4)
F	NEW VARYING WIDTH (42.5' NOMINAL) DRAINAGE EASEMENT GRANTED TO THE TOWN OF MARANA BY THIS FINAL PLAT (SEE DETAIL - THIS SHEET)
H1	NEW VARYING WIDTH PEDESTRIAN EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT (SEE ALSO DETAILS ON SHEETS 2, 5 AND 6)

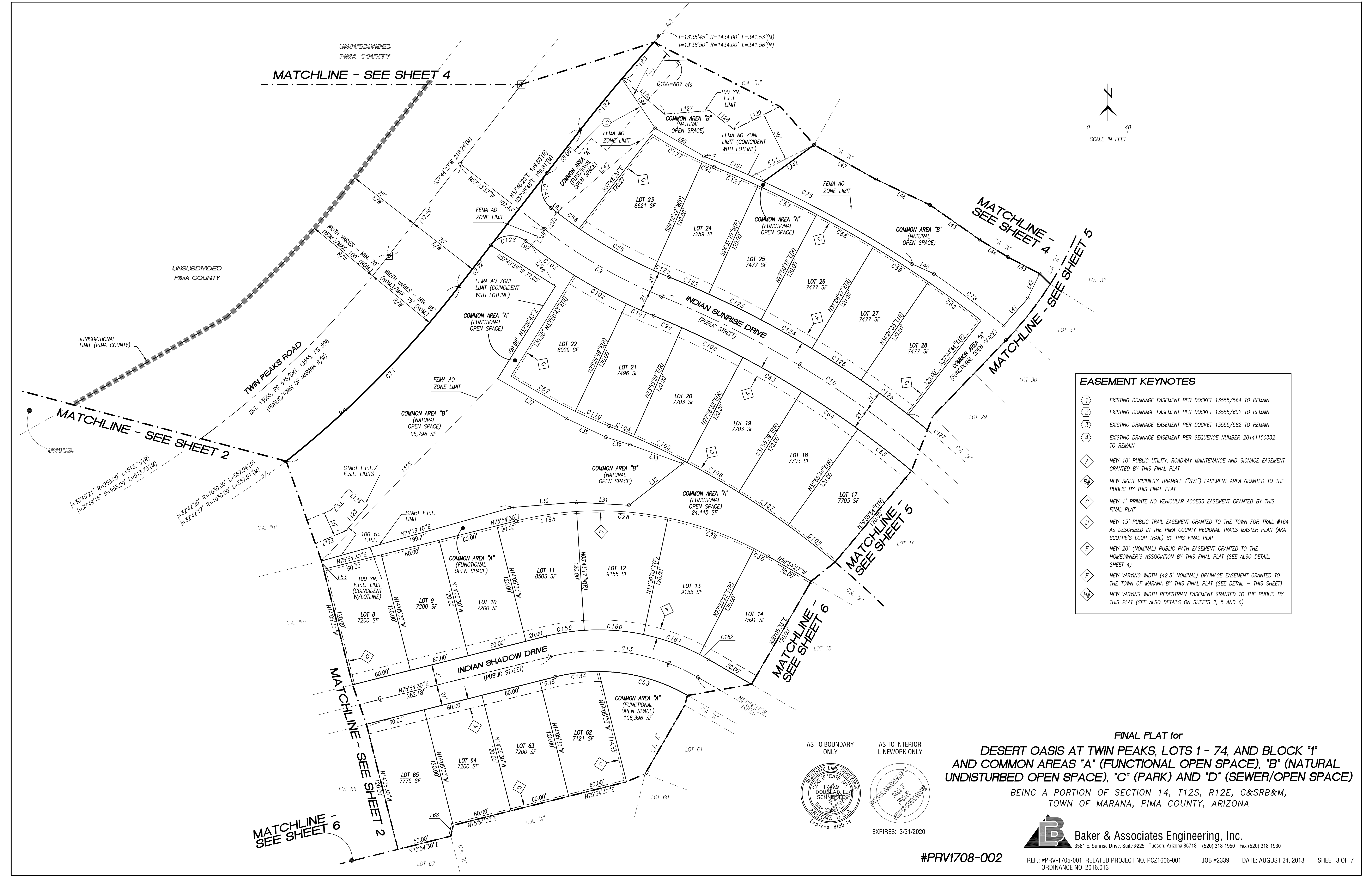
FINAL PLAT for
DESERT OASIS AT TWIN PEAKS, LOTS 1 - 74, AND BLOCK "1"
AND COMMON AREAS "A" (FUNCTIONAL OPEN SPACE), "B" (NATURAL UNDISTURBED OPEN SPACE), "C" (PARK) AND "D" (SEWER/OPEN SPACE)
BEING A PORTION OF SECTION 14, T12S, R12E, G&SRB&M,
TOWN OF MARANA, PIMA COUNTY, ARIZONA

Baker & Associates Engineering, Inc.
361 E. Sunrise Drive, Suite #225 Tucson, Arizona 85718 (520) 318-1950 Fax (520) 318-1930

#PRV1708-002

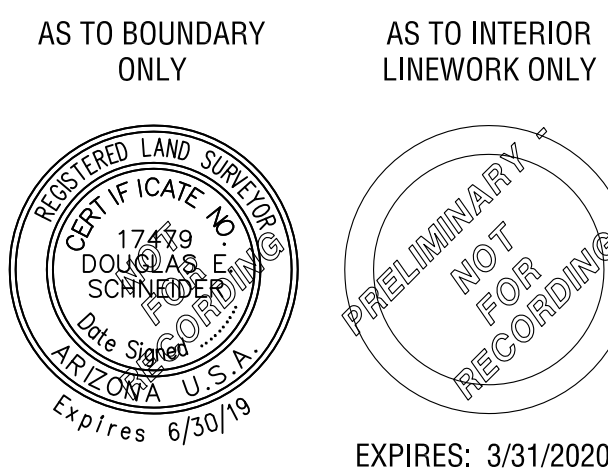
REF: #PRV-1705-001: RELATED PROJECT NO. PC21606-001; JOB #2339 DATE: AUGUST 24, 2018 SHEET 2 OF 7
ORDINANCE NO. 2016.013

SEQUENCE #



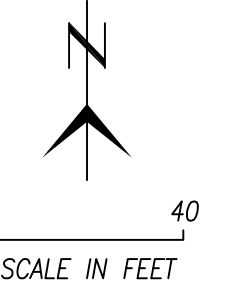
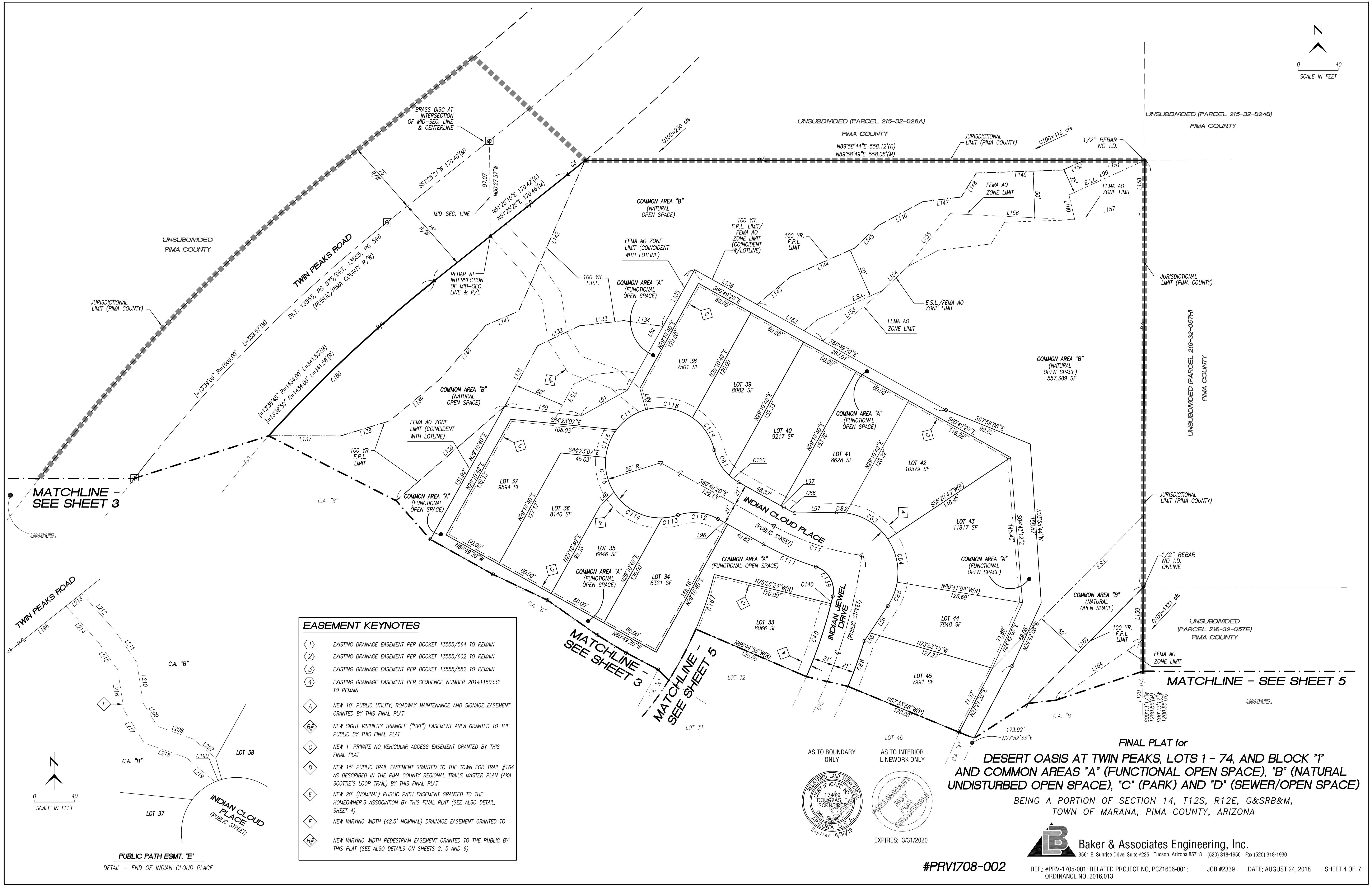
EASEMENT KEYNOTES	
①	EXISTING DRAINAGE EASEMENT PER DOCKET 13555/564 TO REMAIN
②	EXISTING DRAINAGE EASEMENT PER DOCKET 13555/602 TO REMAIN
③	EXISTING DRAINAGE EASEMENT PER DOCKET 13555/582 TO REMAIN
④	EXISTING DRAINAGE EASEMENT PER SEQUENCE NUMBER 20141150332 TO REMAIN
A	NEW 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE EASEMENT GRANTED BY THIS FINAL PLAT
B#	NEW SIGHT VISIBILITY TRIANGLE ("SVT") EASEMENT AREA GRANTED TO THE PUBLIC BY THIS FINAL PLAT
C	NEW 1' PRIVATE NO VEHICULAR ACCESS EASEMENT GRANTED BY THIS FINAL PLAT
D	NEW 15' PUBLIC TRAIL EASEMENT GRANTED TO THE TOWN OF MARANA FOR TRAIL #164 AS DESCRIBED IN THE PIMA COUNTY REGIONAL TRAILS MASTER PLAN (AKA SCOTTIE'S LOOP TRAIL) BY THIS FINAL PLAT
E	NEW 20' (NOMINAL) PUBLIC PATH EASEMENT GRANTED TO THE HOMEOWNER'S ASSOCIATION BY THIS FINAL PLAT (SEE ALSO DETAIL, SHEET 4)
F	NEW VARYING WIDTH (42.5' NOMINAL) DRAINAGE EASEMENT GRANTED TO THE TOWN OF MARANA BY THIS FINAL PLAT (SEE DETAIL - THIS SHEET)
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FINAL PLAT for
DESERT OASIS AT TWIN PEAKS, LOTS 1 - 74, AND BLOCK "1"
AND COMMON AREAS "A" (FUNCTIONAL OPEN SPACE), "B" (NATURAL
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TOWN OF MARANA, PIMA COUNTY, ARIZONA



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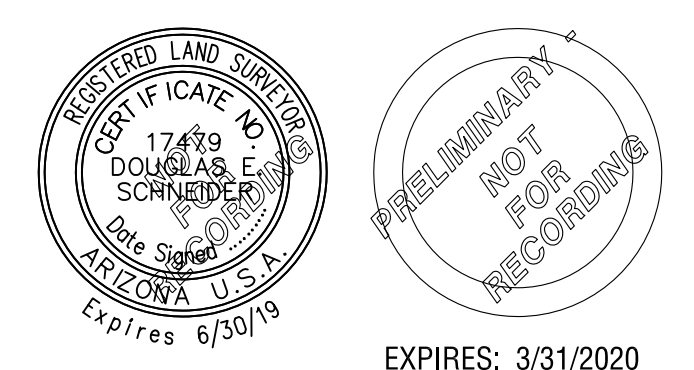
REF.: #PRV-1705-001: RELATED PROJECT NO. PCZ1606-001; JOB #2339 DATE: AUGUST 24, 2018 SHEET 3 OF 7
ORDINANCE NO. 2016.013



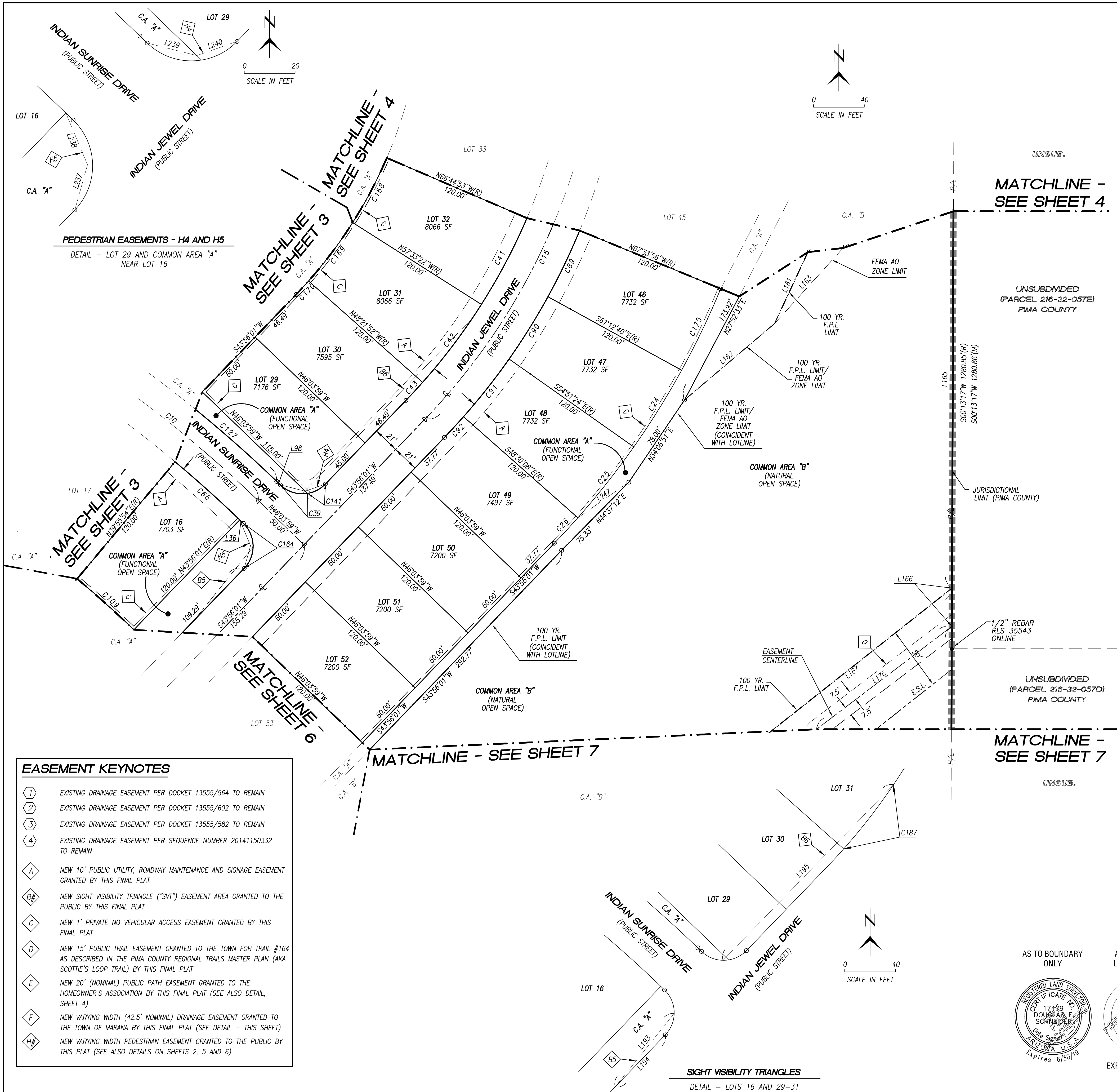
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PUBLIC PATH ESMT. "E"
DETAIL - END OF INDIAN CLOUD PLACE

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NUMBER	DIRECTION	DISTANCE	NUMBER	DIRECTION	DISTANCE	NUMBER	DIRECTION	DISTANCE	NUMBER	DIRECTION	DISTANCE
L1	S00°33'32"E	9.99'(R)	L58	S09°06'25"W	33.66'	L124	N50°14'17"W	25.00'	L190	N05°25'33"W	66.95'
L1	S00°44'14"E	10.02'(M)	L59	S00°33'37"E	24.56'	L125	S44°02'34"W	254.79'	L191	N32°21'46"W	10.74'
L2	S17°48'49"W	10.00'(R)	L60	S50°14'52"E	55.83'	L126	S50°14'52"E	55.83'	L192	S44°26'01"W	31.84'
L2	S17°41'16"W	9.93'(M)	L61	S76°09'10"E	67.03'	L127	N85°36'16"E	45.31'	L193	S38°47'19"W	74.12'
L3	S19°27'02"W	10.00'(R)	L62	S52°52'18"E	51.33'	L128	S52°52'18"E	51.33'	L194	S43°56'01"W	56.85'
L3	S19°29'37"W	10.03'(M)	L63	N32°20'11"W	11.05'	L129	N63°41'07"E	51.95'	L195	S44°09'21"W	192.51'
L4	S21°22'09"E	5.74'(R)	L64	S14°02'06"E	26.79'	L130	N48°57'11"E	143.35'	L196	S16°10'01"W	34.57'
L4	S21°22'09"E	5.72'(M)	L65	N23°44'57"W	28.66'	L131	N28°27'60"E	68.77'	L197	S71°23'40"W	86.77'
L5	N68°37'51"E	20.00'(R)	L66	S18°11'38"E	34.04'	L132	N64°33'12"E	46.51'	L198	N75°54'30"E	30.67'
L5	N68°41'27"E	19.99'(M)	L67	N08°50'23"W	31.35'	L133	N08°50'23"W	44.30'	L199	S72°17'59"W	178.18'
L6	N21°22'09"W	20.00'(R)	L68	S12°28'25"W	11.18'	L134	S81°41'36"E	39.52'	L200	S19°42'51"E	61.16'
L6	N21°22'52"W	20.07'(C)	L69	N88°22'48"E	59.42'	L135	N29°10'40"E	64.73'	L201	S19°42'51"E	55.42'
L7	S68°37'51"W	20.00'(R)	L70	N87°51'50"W	51.75'	L136	S60°49'20"E	71.13'	L202	S73°56'12"W	17.29'
L7	S68°33'25"W	20.00'(C)	L71	S23°46'34"E	27.09'	L137	S89°50'42"E	71.64'	L203	S73°56'12"W	20.52'
L8	N21°22'09"W	29.95'(R)	L72	N00°33'37"W	34.03'	L138	N73°01'16"E	51.15'	L204	S73°56'12"W	20.91'
L8	N21°20'25"W	29.97'(M)	L73	S00°33'37"E	34.03'	L139	N50°15'55"E	66.56'	L205	S73°56'12"W	26.81'
L9	N00°27'57"W	30.00'(R)	L74	S00°33'37"E	36.25'	L140	N40°15'27"E	69.40'	L206	N02°39'40"W	51.48'
L9	N00°35'24"W	29.91'(M)	L75	S89°26'23"W	9.92'	L141	N66°43'16"E	35.51'	L207	N49°27'39"W	29.39'
L10	S67°44'09"E	9.21'	L76	N75°54'30"E	5.00'	L142	N23°48'02"E	164.35'	L208	N70°27'00"W	37.89'
L11	N16°13'44"W	5.08'	L77	N17°19'09"W	45.70'	L143	N50°30'31"E	43.87'	L209	N31°41'40"W	27.12'
L12	S70°28'39"W	155.88'	L78	N26°33'11"W	30.80'	L144	N65°57'08"E	69.31'	L210	N08°52'28"W	41.26'
L13	N70°28'39"E	54.54'	L79	S66°35'58"W	16.36'	L145	N46°33'36"E	32.84'	L211	N34°44'29"W	38.96'
L14	S70°28'39"W	82.12'	L80	S86°56'11"W	27.14'	L146	N61°49'44"E	50.35'	L212	N41°46'49"W	49.04'
L15	S19°31'21"E	30.25'	L81	N82°15'14"W	11.10'	L147	N83°05'38"E	38.57'	L213	S50°44'51"W	19.96'
L16	S76°59'36"E	27.69'	L82	N68°16'15"E	6.21'	L148	N32°01'29"E	28.24'	L214	S41°42'57"E	48.69'
L17	N58°00'24"E	12.22'	L83	S07°56'56"E	27.69'	L149	N88°01'08"E	86.63'	L215	S34°44'29"E	33.14'
L18	S13°00'24"W	35.82'	L84	S72°38'26"W	27.70'	L150	N65°26'54"E	23.56'	L216	S08°52'28"E	40.71'
L19	N19°31'21"W	12.30'	L85	N51°07'20"E	41.17'	L151	N89°59'21"E	60.12'	L217	S31°41'40"E	38.19'
L20	N85°38'40"W	54.77'	L86	S32°21'46"E	99.83'	L152	S60°49'20"E	74.99'	L218	S70°27'00"E	44.92'
L21	N83°53'29"E	20.00'	L87	N89°26'28"E	281.09'	L153	N49°50'07"E	78.34'	L219	S50°11'42"E	37.10'
L22	S06°25'20"E	39.47'	L88	S75°54'30"W	100.02'	L154	N46°30'36"E	34.68'	L220	N02°39'40"W	47.93'
L23	N32°30'48"E	31.55'	L89	S00°33'37"E	25.92'	L155	N38°34'24"E	67.49'	L221	S22°01'15"E	7.66'
L24	N89°26'23"E	303.43'	L90	S32°21'46"E	23.21'	L156	S87°10'16"E	124.46'	L222	N20°24'44"W	6.83'
L25	N89°26'23"E	196.24'	L91	N32°21'46"W	96.96'	L157	N79°33'33"E	70.85'	L223	N06°25'20"W	33.93'
L26	S63°42'32"W	77.57'	L92	N52°13'37"W	7.40'	L158	N00°13'17"E	46.59'	L224	N36°47'47"W	5.30'
L27	N67°00'55"E	60.46'	L93	S52°13'37"E	7.40'	L159	S00°17'30"W	52.19'	L225	N70°34'55"E	29.20'
L28	N68°50'60"E	80.79'	L94	S33°52'27"E	60.15'	L160	S44°43'44"W	163.23'	L226	S14°45'11"E	2.00'
L29	N76°15'00"E	47.40'	L95	S60°08'10"E	56.78'	L161	S25°01'22"W	61.98'	L227	S71°13'45"E	25.10'
L30	N85°18'56"E	65.32'	L96	S60°49'20"E	10.95'	L162	S49°42'04"W	92.90'	L228	S37°51'07"E	12.41'
L31	S86°42'07"E	52.95'	L97	S60°49'20"E	3.41'	L163	N42°13'50"E	80.26'	L229	S09°40'08"W	12.41'
L32	N52°07'12"E	68.39'	L98	N46°03'59"W	4.00'	L164	N55°08'38"E	105.88'	L230	S41°36'37"W	24.21'
L33	S70°12'05"E	56.36'	L99	S75°54'30"W	83.24'	L165	S00°13'17"W	327.99'	L231	N30°04'17"W	20.10'
L34	S05°47'31"E	20.14'	L100	N13°15'59"W	25.49'	L166	S00°13'17"W	30.08'	L232	N00°16'42"E	15.06'
L35	N63°26'49"E	8.95'	L101	S73°21'45"E	95.78'	L167	S51°40'21"W	207.13'	L233	N71°13'40"E	29.89'
L36	S46°03'59"E	4.00'	L102	N51°54'01"E	14.78'	L168	S24°58'08"W	94.29'	L234	S63°14'08"E	1.79'
L37	N60°00'26"W	79.99'	L103	N24°34'18"E	36.55'	L169	S07°43'03"E	43.37'	L235	N28°19'36"E	28.73'
L38	S64°34'36"E	43.91'	L104	S83°40'24"E	25.44'	L170	S66°22'07"E	82.81'	L236	N60°06'40"W	2.00'
L39	N72°45'26"W	25.50'	L105	N75°27'26"E	64.32'	L171	S17°21'58"E	13.79'	L237	S15°41'22"W	18.46'
L40	S65°45'03"E	23.97'	L106	S78°06'19"E	44.74'	L172	S41°51'59"W	37.02'	L238	S22°44'36"E	22.07'
L41	S41°47'21"W	36.37'	L107	N70°28'39"E	46.99'	L173	S66°16'58"W	52.17'	L239	S75°54'08"E	20.10'
L42	N25°35'13"E	27.91'	L108	N89°19'35"E	139.73'	L174	S62°54'05"W	95.74'	L240	S70°41'42"W	16.80'
L43	N62°19'23"W	36.20'	L109	N69°10'19"E	74.16'	L175	S36°11'06"W	102.31'	L241	N36°47'47"W	10.72'
L44	N58°30'03"W	33.28'	L110	N44°49'43"E	42.22'	L176	S52°45'60"W	133.68'	L242	N53°55'36"E	63.06'
L45	N54°58'44"W	60.90'	L111	N51°05'54"E	48.94'	L177	S42°24'33"W	46.82'	L243	S49°23'07"W	130.28'
L46	N64°38'11"W	60.13'	L112	N78°25'40"E	36.92'	L178	S33°03'32"W	74.42'	L244	S37°46'23"W	21.00'
L47	S60°49'20"E	71.50'	L113	N52°08'45"E	40.55'	L179	S46°01'01"E	90.90'	L245	S37°46'23"W	21.00'
L48	N43°17'28"E	20.51'	L114	N84°35'32"E	28.29'	L180	S25°52'32"E	55.13'	L246	S30°28'02"E	47.70'
L49	N15°35'57"W	22.06'	L115	N54°36'45"E	24.09'	L181	S58°16'38"W	201.52'	L247	N55°05'19"E	49.01'
L50	S82°44'36"E	76.53'	L116	S73°57'42"E	80.29'	L182	S40°25'16"W	67.13'	L248	N76°19'36"W	73.12'
L51	S60°55'09"W	53.06'	L117	S73°56'12"W	43.24'	L183	N89°26'34"E	30.38'	L249	S78°57°04"W	37.66'
L52	N29°10'40"E	137.74'	L118	S50°21'47"E	48.64'	L184	N89°26'34"E	302.38'			
L53	N14°05'30"W	8.65'	L119	N70°17'05"E	85.54'	L185	S00°13'17"W	444.69'			
L54	S26°28'12"W	22.75'	L120	N09°03'50"E	38.36'	L186	N05°16'12"W	14.78'			
L55	S33°46'31"W	9.71'	L121	N28°43'50"E	24.71'	L187	S20°18'20"W	27.78'			
L56	S33°46'31"W	32.29'	L122	N67°14'06"E	41.91'	L188	S46°45'52"W	36.88'			
L57	N88°58'36"E	42.00'	L123	N39°45'43"E	33.94'	L189	S21°01'51"E	40.26'			

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TOWN OF MARANA, PIMA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
17429
DOUGLAS E. SCHNEIDER
P.E. 17429
ARIZONA U.S.A.
Expires 6/30/19

AS TO BOUNDARY
ONLY

PRELIMINARY
NOT
FOR
RECORDING

EXPIRES: 3/31/2020

Baker & Associates Engineering, Inc.
3561 E. Sunrise Drive, Suite #225 Tucson, Arizona 85718 (520) 318-1950 Fax (520) 318-1930

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JOB #2339

DATE: AUGUST 24, 2018

SHEET 5 OF 7

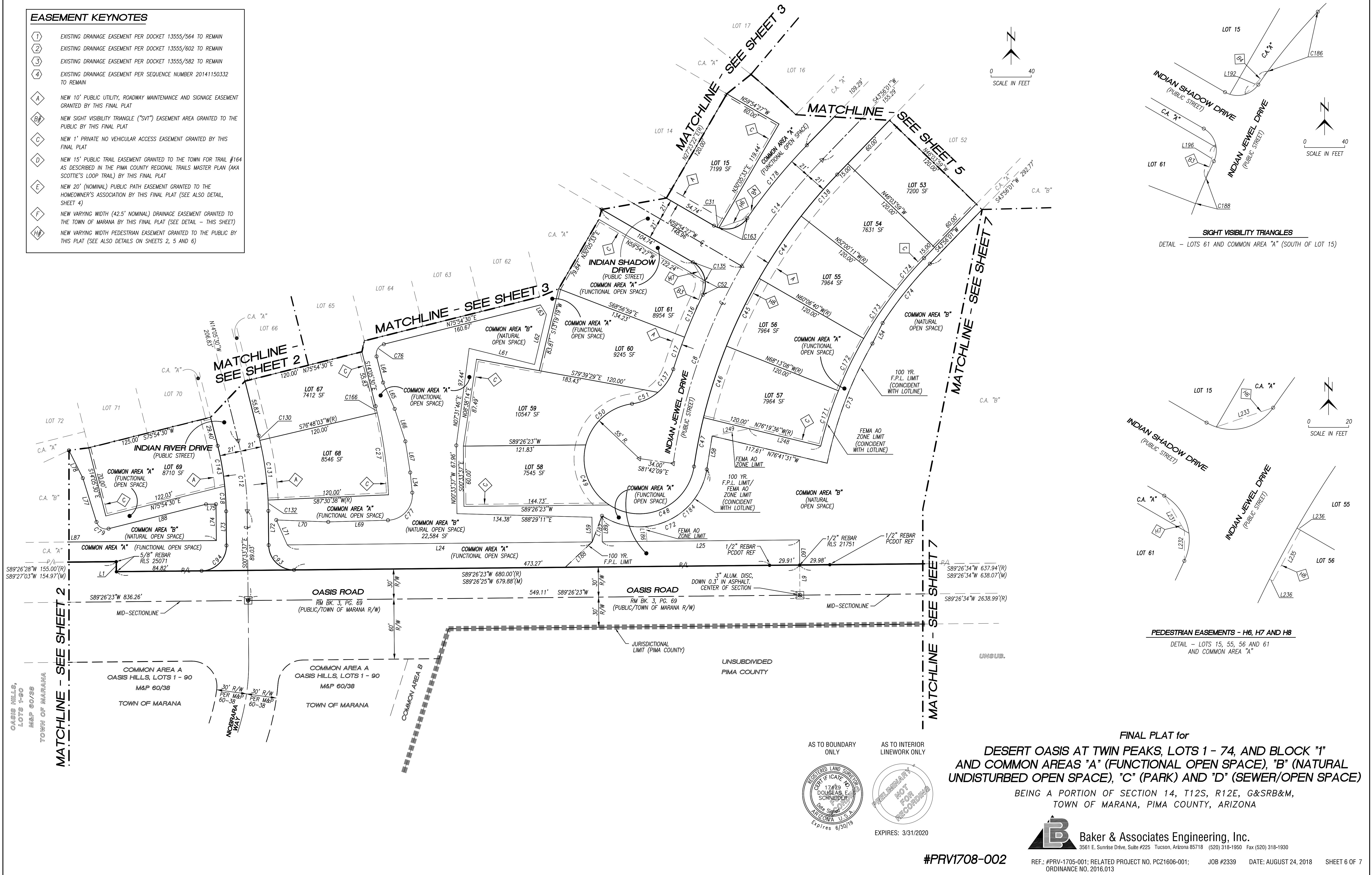
Marana Regular Council Meeting 10/16/2018

SEQUENCE #

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EASEMENT KEYNOTES

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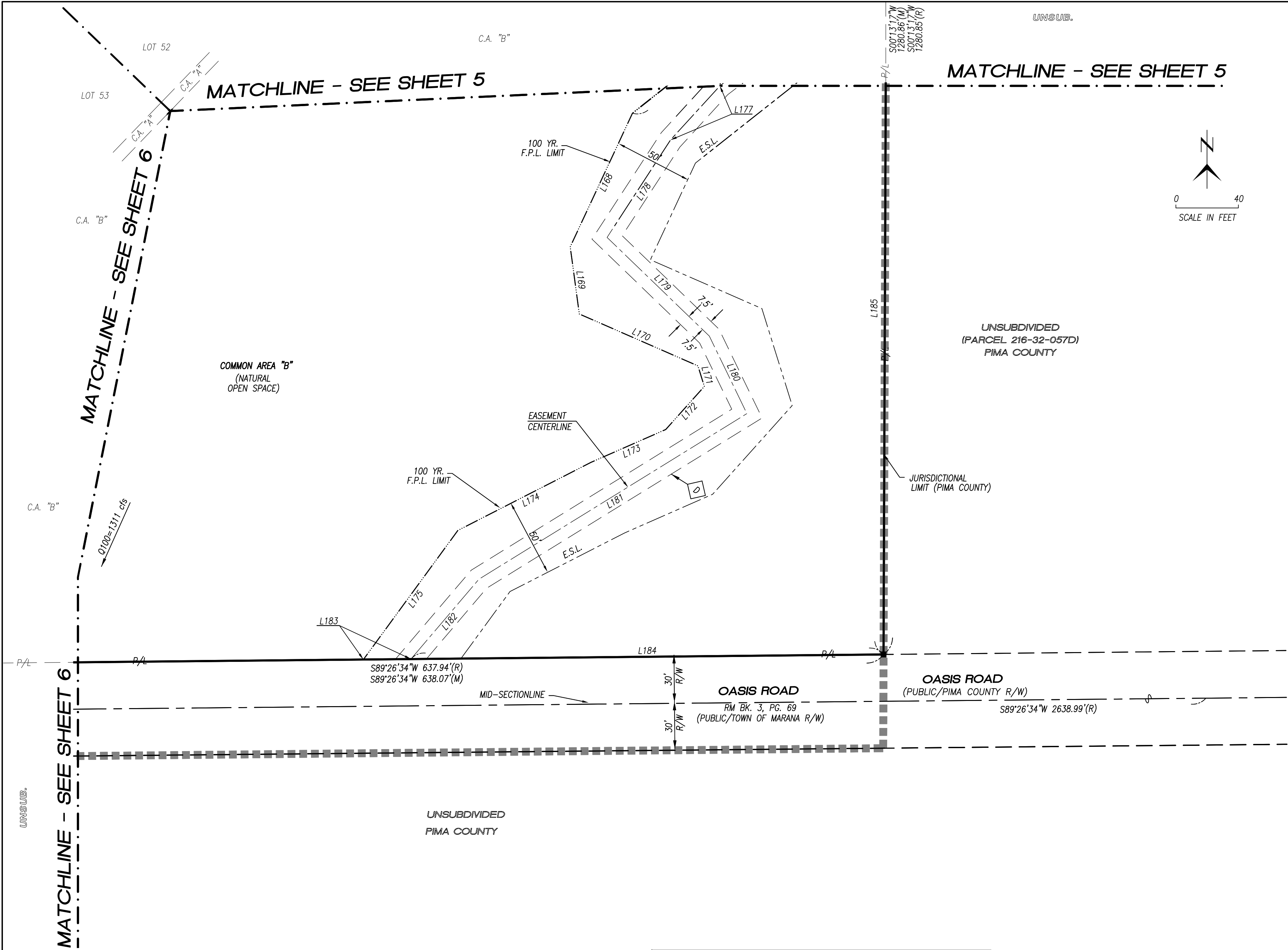


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REF.: #PRV-1705-001: RELATED PROJECT NO. PC21606-001; JOB #2339 DATE: AUGUST 24, 2018 SHEET 6 OF 7
ORDINANCE NO. 2016.013



EASEMENT KEYNOTES	
①	EXISTING DRAINAGE EASEMENT PER DOCKET 13555/564 TO REMAIN
②	EXISTING DRAINAGE EASEMENT PER DOCKET 13555/602 TO REMAIN
③	EXISTING DRAINAGE EASEMENT PER DOCKET 13555/582 TO REMAIN
④	EXISTING DRAINAGE EASEMENT PER SEQUENCE NUMBER 20141150332 TO REMAIN
A	NEW 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE EASEMENT GRANTED BY THIS FINAL PLAT
B	NEW SIGHT VISIBILITY TRIANGLE ("SVT") EASEMENT AREA GRANTED TO THE PUBLIC BY THIS FINAL PLAT
C	NEW 1' PRIVATE NO VEHICULAR ACCESS EASEMENT GRANTED BY THIS FINAL PLAT
D	NEW 15' PUBLIC TRAIL EASEMENT GRANTED TO THE TOWN FOR TRAIL #164 AS DESCRIBED IN THE PIMA COUNTY REGIONAL TRAILS MASTER PLAN (AKA SCOTTIE'S LOOP TRAIL) BY THIS FINAL PLAT
E	NEW 20' (NOMINAL) PUBLIC PATH EASEMENT GRANTED TO THE HOMEOWNER'S ASSOCIATION BY THIS FINAL PLAT (SEE ALSO DETAIL, SHEET 4)
F	NEW VARYING WIDTH (42.5' NOMINAL) DRAINAGE EASEMENT GRANTED TO THE TOWN OF MARANA BY THIS FINAL PLAT (SEE DETAIL - THIS SHEET)
H	NEW VARYING WIDTH PEDESTRIAN EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT (SEE ALSO DETAILS ON SHEETS 2, 5 AND 6)

NUMBER	DELTA	RADIUS	LENGTH
C1	01°38'13"	350.00	10.00(R)
C1	01°37'35"	350.00	09.94(M)
C2	91°50'48"	35.00	56.11(R)
C2	91°52'54"	35.00	56.12(M)
C3	00°48'38"	1584.00	22.41(R)
C3	00°48'39"	1584.00	22.41(M)
C4	18°22'21"	360.00	115.44(R)
C4	18°22'34"	360.00	115.46(M)
C5	49°10'49"	360.00	309.01
C6	32°42'20"	1030.00	587.94
C7	13°38'50"	1434.00	641.56
C8	21°47'43"	550.00	209.22
C9	15°39'31"	500.00	136.65
C10	21°49'09"	1000.00	380.82
C11	21°20'41"	250.00	93.13
C12	13°31'53"	300.00	70.85
C13	44°11'03"	200.00	154.23
C14	13°50'28"	550.00	132.86
C15	36°06'02"	500.00	315.04
C16	21°42'33"	1109.09	420.23
C17	03°23'36"	571.00	33.82
C18	03°02'31"	1250.09	66.37
C19	03°02'31"	1250.09	66.37
C20	03°02'31"	1250.09	66.37
C21	03°02'31"	1250.09	66.37
C22	03°02'31"	1250.09	66.37
C23	03°02'31"	1250.09	66.37
C24	06°21'16"	641.00	71.09
C25	06°21'16"	641.00	71.09
C26	02°26'09"	641.00	27.25
C27	10°42'34"	441.00	82.43
C28	15°33'19"	341.00	92.58
C29	15°33'19"	341.00	92.58
C30	02°42'11"	341.00	16.09
C31	12°09'22"	25.00	5.30
C32	25°21'50"	50.00	22.13
C33	03°14'13"	1088.09	61.47
C34	03°12'07"	1088.09	60.81
C35	03°10'41"	1088.09	60.35
C36	02°03'12"	1088.09	38.99
C37	36°52'12"	25.00	16.09
C38	05°09'50"	279.00	25.15
C39	53°07'48"	25.00	23.18
C40	09°11'31"	479.00	76.84
C41	09°11'31"	479.00	76.84
C42	09°11'31"	479.00	76.84
C43	02°17'53"	479.00	19.21
C44	08°06'28"	529.00	74.86
C45	08°06'28"	529.00	74.86
C46	08°06'28"	529.00	74.86
C47	05°22'33"	529.00	49.63
C48	114°31'43"	55.00	109.94
C49	71°26'33"	55.00	68.58
C50	68°08'51"	55.00	65.42
C51	32°41'09"	50.00	28.52
C52	32°26'36"	25.00	14.16
C53	30°00'47"	179.00	93.77
C54	53°07'48"	25.00	23.18
C55	10°17'51"	479.00	86.09
C56	03°18'10"	479.00	27.61
C57	03°18'08"	1141.00	65.76
C58	03°18'08"	1141.00	65.76
C59	03°18'08"	1141.00	65.76
C60	03°18'08"	1141.00	65.76
C61	33°59'56"	50.00	29.67

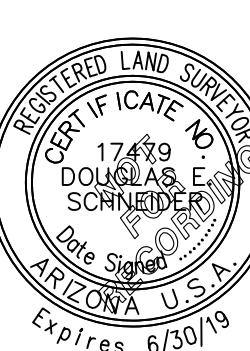
NUMBER	DELTA	RADIUS	LENGTH
C62	06°35'54"	641.00	73.82
C63	04°00'07"	979.00	68.38
C64	04°00'07"	979.00	68.38
C65	04°00'07"	979.00	68.38
C66	04°00'07"	979.00	68.38
C67	12°58'49"	1030.00	233.35
C68	03°10'52"	1030.00	57.19
C69	01°06'45"	1030.00	20.00
C70	01°38'32"	1030.00	29.52
C71	13°47'22"	1030.00	247.89
C72	114°00'38"	68.00	135.31
C73	18°22'13"	399.00	127.93
C74	10°47'54"	401.00	75.58
C75	11°48'57"	1147.00	236.54
C76	89°56'36"	10.00	15.70
C77	94°10'20"	25.00	41.09
C78	04°21'03"	1151.00	87.40
C79	86°46'20"	10.00	15.14
C80	103°34'02"	14.00	25.31
C81	16°16'48"	758.00	215.38
C82	08°54'44"	60.00	9.33
C83	48°27'24"	60.00	50.74
C84	42°58'09"	60.00	45.00
C85	24°27'39"	60.00	25.62
C86	02°58'37"	229.00	11.90
C87	03°33'19"	360.00	22.34
C88	05°18'16"	521.00	48.24
C89	06°21'16"	521.00	57.78
C90	06°21'16"	521.00	57.78
C91	06°21'16"	521.00	57.78
C92	02°26'09"	521.00	22.15
C93	90°00'00"	25.00	39.27
C94	90°00'00"	25.00	39.27
C95	02°03'31"	359.00	12.90
C96	02°14'08"	360.00	14.05
C97	03°56'08"	360.00	24.73
C98	12°12'05"	360.00	76.66
C99	01°48'33"	979.00	30.91
C100	04°00'07"	979.00	68.38
C101	03°17'57"	521.00	30.00
C102	06°35'54"	521.00	60.00
C103	05°45'40"	521.00	52.39
C104	01°48'33"	859.00	27.12
C105	04°00'07"	859.00	60.00
C106	04°00'07"	859.00	60.00
C107	04°00'07"	859.00	60.00
C108	04°00'07"	859.00	60.00
C109	04°00'07"	859.00	60.00
C110	03°17'57"	641.00	36.91
C111	12°01'16"	271.00	56.86
C112	47°27'12"	50.00	41.41
C113	16°28'35"	55.00	15.82
C114	60°00'34"	55.00	57.61
C115	37°24'16"	55.00	35.91
C116	31°15'08"	55.00	30.00
C117	37°32'02"	55.00	36.03
C118	50°44'58"	55.00	48.72
C119	41°28'51"	55.00	39.82
C120	13°27'16"	50.00	11.74
C121	02°25'18"	1141.00	48.23
C122	02°25'18"	1021.00	43.15
C123	03°18'08"	1021.00	58.85
C124	03°18'08"	1021.00	58.85
C125	03°18'08"	1021.00	58.85
C126	03°18'08"	1021.00	58.85
C127	06°11'17"	1021.00	110.27

NUMBER	DELTA	RADIUS	LENGTH
C128	90°00'03"	25.00	39.27
C129	02°03'31"	479.00	17.21
C130	00°53'33"	321.00	5.00
C131	10°42'34"	321.00	60.00
C132	01°55'46"	321.00	10.81
C133	36°52'12"	25.00	16.09
C134	14°10'15"	179.00	44.27
C135	53°07'48"	25.00	23.18
C136	04°36'57"	571.00	46.00
C137	32°04'24"	50.00	27.99
C138	05°56'12"	529.00	54.81
C139	85°59'45"	25.00	37.52
C140	00°54'28"	479.00	7.59
C141	36°52'12"	25.00	16.09
C142	89°59'57"	25.00	39.27
C143	08°22'02"	279.00	40.74
C144	55°36'36"	25.00	24.26
C145	02°13'40"	1088.09	42.30
C146	46°41'32"	50.00	40.75
C147	28°01'58"	55.00	26.91
C148	24°14'27"	55.00	23.27
C149	162°30'59"	55.00	156.00
C150	31°56'06"	55.00	30.66
C151	01°19'11"	1130.09	26.03
C152	03°02'31"	1130.09	60.00
C153	03°02'31"	1130.09	60.00
C154	03°02'31"	1130.09	60.00
C155	03°02'31"	1130.09	60.00
C156	03°02'31"	1130.09	60.00
C157	03°02'31"	1130.09	60.00
C158	02°08'14"	1130.09	42.16
C159	10°22'13"	221.00	40.00
C160	15°33'19"	221.00	60.00
C161	15°33'19"	221.00	60.00
C162	02°42'11"	221.00	10.43
C163	73°25'03"	25.00	32.03
C164	90°00'00"	25.00	39.27
C165	10°22'13"	341.00	61.72
C166	00°53'33"	441.00	6.87
C167	09°11'31"	359.00	57.59
C168	09°11'31"	359.00	57.59
C169	09°11'31"	359.00	57.59
C170	02°17'53"	359.00	14.40
C171	08°06'28"	409.00	57.88
C172	08°06'28"	409.00	57.88
C173	08°06'28"	409.00	57.88
C174	05°56'12"	409.00	42.38
C175	06°21'16"	641.00	71.09
C176	03°02'31"	1250.09	66.37
C177	09°11'31"	359.00	57.59
C178	09°24'52"	571.00	93.82
C179	45°37'30"	360.00	286.67
C180	10°59'23"	1434.00	275.05
C181	25°29'42"	35.00	15.57
C182	02°39'27"	1434.00	66.51
C183	01°57'28"	1434.00	49.00
C184	75°37'23"	68.00	89.75
C185	42°01'20"	55.00	40.34
C186	07°48'23"	571.00	77.80
C187	07°38'57"	479.00	63.95
C188	02°45'07"	571.00	27.42
C189	01°57'24"	1250.09	42.69
C190	07°07'49"	55.00	6.84
C191	03°15'22"	1147.00	65.18

CURVE TABLE

FINAL PLAT for
DESERT OASIS AT TWIN PEAKS, LOTS 1 - 74, AND BLOCK "I"
AND COMMON AREAS "A" (FUNCTIONAL OPEN SPACE), "B" (NATURAL
UNDISTURBED OPEN SPACE), "C" (PARK) AND "D" (SEWER/OPEN SPACE)
BEING A PORTION OF SECTION 14, T12S, R12E, G&SRB&M,
TOWN OF MARANA, PIMA COUNTY, ARIZONA

AS TO BOUNDARY
ONLY

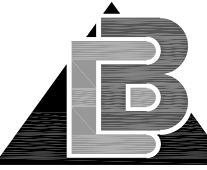


AS TO INTERIOR
LINEWORK ONLY



EXPIRES: 3/31/2020

#PRV1708-002



Baker & Associates Engineering, Inc.
3561 E. Sunrise Drive, Suite #225 Tucson, Arizona 85718 (520) 318-1950 Fax (520) 318-1930

REF.: #PRV-1705-001: RELATED PROJECT NO. PC21606-001; JOB #2339 DATE: AUGUST 24, 2018 SHEET 7 OF 7
ORDINANCE NO. 2016.013

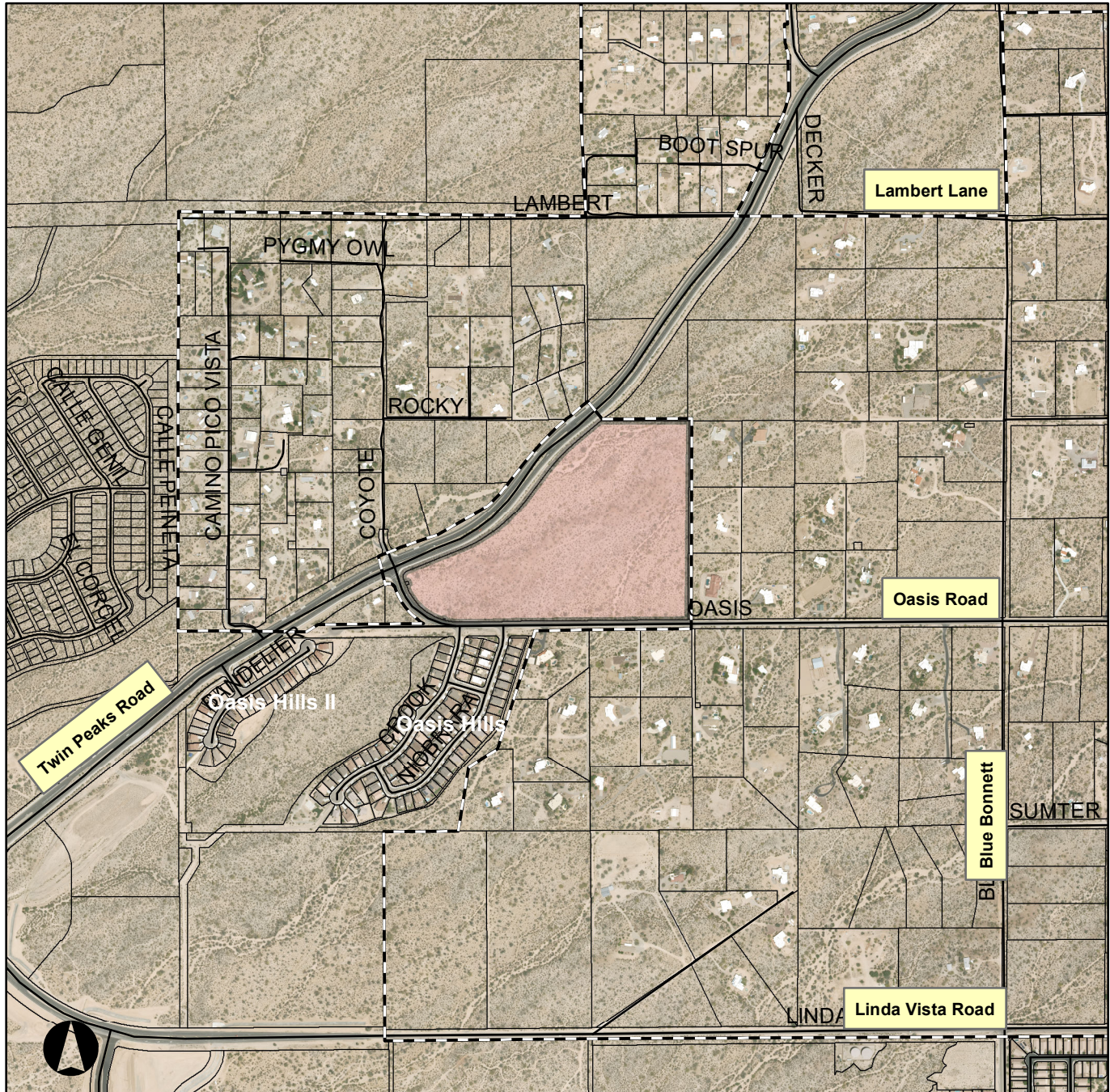
SEQUENCE #



Desert Oasis at Twin Peaks

Final Plat for Lots 1 – 74, and Block "1"
and Common Areas "A", "B", "C", "D"

Case No. PRV1708-002



A request for approval of a final plat for Desert Oasis at Twin Peaks, Lots 1 – 74, and Block "1" and Common Areas "A" (Functional Open Space), "B" (Natural Undisturbed Open Space), "C" (Park) and "D" (Sewer/Open Space).

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.

**Development Services /**

11555 West Civic Center Drive / Marana, AZ 85653

Ph (520) 382-2600 / Fax (520) 382-2641 /

PROJECT APPLICATION**PROJECT INFORMATION**

Project Name: Twin Peaks - Oasis, Lots 1-74

Description of Project: Single Family Residential

Number of Lots: 74

Parcel No.(s): 216-32-057M

Gross Area (Acres): 36.8

Project Address: Twin Peaks Road and Oasis Road

Ref. Project No.: BAE #2339

CONTACT INFORMATION**Owner:** AJS Oasis, L.L.C.

Contact Name:

Address: 905 W. Calle Catavinos

City: Tucson

State: AZ

Zip: 85704

Email:

Phone No.:

Applicant: Mattamy Homes

Contact Name: Jimmy Goulin

Address: 3561 E. Sunrise Dr., #247

City: Tucson

State: AZ

Zip: 85718

Email: jimmy.goulin@mattamycorp.com

Phone No.: (520) 277-5416

Consultant/Engineer: Baker & Associates Eng., Inc.

Contact Name: Marty Magelli, P.E.

Address: 3561 E. Sunrise Dr., #225

City: Tucson

State: AZ

Zip: 85718

Email: marty@baetucson.com

Phone No.: (520) 318-1950

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.)

James Goulin

Applicant Name (PRINT)

Signature

Date

5/8/2017

FOR OFFICIAL USE ONLY

Project No.

PRV 1708-002

Date Received

8/31/17☐ 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



Council-Regular Meeting

C4

Meeting Date: 10/16/2018

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: October 16, 2018

Strategic Plan Focus Area:

Not Applicable

Subject: Ordinance No. 2018.018: Relating to Finance; amending the Town of Marana Comprehensive Fee Schedule to eliminate stage rental fees; and declaring an emergency (Jane Fairall)

Discussion:

At the Town Council's September 18, 2018 meeting, the Council adopted Resolution No. 2018-086, authorizing the transfer of ownership of the Town's mobile stage to the Marana Unified School District and rescinding the Town of Marana Mobile Stage Usage Policy. As the Town no longer owns the stage and it is no longer available for rent, the proposed ordinance will eliminate the stage rental fees from the comprehensive fee schedule.

Financial Impact:

The elimination of the stage rental fees is not expected to have any financial impact to the Town.

Staff Recommendation:

Staff recommends approval of the ordinance eliminating the stage rental fees.

Suggested Motion:

I move to adopt Ordinance No. 2018.018, amending the Town of Marana Comprehensive Fee Schedule to eliminate stage rental fees; and declaring an emergency.

Attachments

MARANA ORDINANCE NO. 2018.018

RELATING TO FINANCE; AMENDING THE TOWN OF MARANA COMPREHENSIVE FEE SCHEDULE TO ELIMINATE STAGE RENTAL FEES; AND DECLARING AN EMERGENCY

WHEREAS the Town Council is authorized by A.R.S. § 9-240(A) to control the finances of the town; and

WHEREAS the Town Council, via Ordinance No. 2017.004, adopted an amended comprehensive fee schedule on February 7, 2017, which was made a public record by and attached as Exhibit A to Resolution No. 2017-010; and

WHEREAS from time to time the Town Council has adopted amendments to the comprehensive fee schedule, most recently on August 7, 2018, via Ordinance No. 2018.014; and

WHEREAS amending the comprehensive fee schedule as set forth in this ordinance is in the best interests of the Town of Marana.

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

SECTION 1. The Town of Marana comprehensive fee schedule adopted via Ordinance No. 2017.004, as previously amended, is hereby amended by eliminating the following fees:

Fee/Description	Amount	Unit of Measure	Notes
COMMUNITY SERVICES; PARK RENTALS			
Stage Rental	\$400.00	Per event	An event is a maximum of three days, exclusive of setup. Available for approved users only.
Security Deposit – Stage Rental	\$500.00	Per rental	Refundable

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

SECTION 3. All ordinances, resolutions, or motions and parts of ordinances, resolutions, or motions of the Council in conflict with the provisions of this ordinance are hereby repealed, effective as of the effective date of this ordinance.

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

SECTION 5. Since it is necessary for the preservation of the peace, health and safety of the Town of Marana that this ordinance become immediately effective, an emergency is hereby declared to exist, and this ordinance shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, Arizona, this 16th day of October, 2018.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Jocelyn C. Bronson, Town Clerk

Frank Cassidy, Town Attorney



Council-Regular Meeting

C5

Meeting Date: 10/16/2018

To: Mayor and Council

Submitted For: Keith Brann, Town Engineer

From: Glenn Phillips, Civil Engineering Specialist

Date: October 16, 2018

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2018-098: Relating to Development; approving a release of assurances for Del Webb at Dove Mountain VI subdivision and accepting public improvements for maintenance (Keith Brann)

Discussion:

Del Webb at Dove Mountain VI, consisting of Lots 385 – 454, Block “1” and Common Areas “A” (Drainage/Open Space) and “B” (Public Sewer/Open Space), was recorded in the Pima County Recorder’s Office on September 7, 2017. The Town has a third party trust substitute assurance agreement with Pulte Home Corporation and Landmark Title Assurance Agency of Arizona, LLC., assuring the completion of public improvements including paved streets, drainage structures and sidewalk. The improvements are now completed to Town Standards in accordance with the assurance agreement. This item releases the assurances and accepts the improvements for maintenance.

Staff Recommendation:

Staff recommends the adoption of Resolution No. 2018-098, approving a release of assurances for Del Webb at Dove Mountain VI and accepting public improvements for maintenance.

Suggested Motion:

I move to adopt adoption of Resolution No. 2018-098, approving a release of assurances for Del Webb at Dove Mountain VI and accepting public improvements for maintenance.

Attachments

Resolution No. 2018-098
Project Map

MARANA RESOLUTION NO. 2018-098

RELATING TO DEVELOPMENT; APPROVING A RELEASE OF ASSURANCES FOR DEL WEBB AT DOVE MOUNTAIN VI SUBDIVISION AND ACCEPTING PUBLIC IMPROVEMENTS FOR MAINTENANCE

WHEREAS the final plat for 'Del Webb at Dove Mountain VI, Lots 385 - 454, Block "1" and Common Areas "A" (Drainage/Open Space) and "B" (Public Sewer/Open Space),' ("Del Webb at Dove Mountain VI") was recorded in the Pima County Recorder's Office on September 7, 2017, at Sequence 20172500137; and

WHEREAS the Town has a third party trust substitute assurance agreement (the "Assurance Agreement") with Pulte Home Corporation (the "Subdivider") and Landmark Title Assurance Agency of Arizona, LLC, as Trustee under trust number 18300-T, recorded in the Pima County Recorder's office on September 7, 2017, at Sequence 20172500149, assuring the completion of public improvements for Del Webb at Dove Mountain VI; and

WHEREAS the Subdivider has completed the public improvements for Del Webb at Dove Mountain VI acceptable to Town standards in accordance with the Assurance Agreement.

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

Section 1. The Assurance Agreement is hereby released.

Section 2. The Town accepts for maintenance, including maintenance of regulatory traffic control and street signs, approximately 0.5 miles of the following paved streets as shown on the plat of Del Webb at Dove Mountain VI:

- Dear Creek Trail
- Cliff Springs
- Kanab Creek Trail

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of October, 2018.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Hilary H. Hiser, Interim Town Clerk

Frank Cassidy, Town Attorney

GENERAL NOTES

- ALL CONSTRUCTION AND TEST METHODS SHALL BE IN CONFORMANCE WITH PIMA ASSOCIATION OF GOVERNMENTS STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (PAG SSPN), 2015 EDITION, UNLESS NOTED.
- BASIS OF BEARING FOR THIS PROJECT IS THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 22, T-11-S, R-12-E, SAID BEARING BEING N00°06'55"E.
- BASIS OF ELEVATION FOR THIS PROJECT IS THE AS-BUILT 3" TOWN OF MARANA BRASS CAP SURVEY MONUMENT STAMPED RLS "22245" AT THE CENTERLINE INTERSECTION OF DOVE MOUNTAIN BOULEVARD AND RIM TRAIL, SAID ELEVATION BEING 2521.44 FEET (NGVD 29 DATUM).
- CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS.
- CONTRACTOR SHALL CALL BLUESTAKE (1-800-STAKE-IT) TO VERIFY LOCATION OF UTILITIES TWO FULL WORKING DAYS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION.
- CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY GOVERNMENTAL AGENCIES.
- ALL REVISIONS TO THESE PLANS MUST BE APPROVED BY TOWN ENGINEER PRIOR TO CONSTRUCTION.
- ALL WORK SHALL CONFORM TO "STANDARDS FOR GRADING AND RELATED SITE WORK" TITLE 19 OF THE TOWN OF MARANA DEVELOPMENT CODE.
- ALL CONCRETE SHALL COMPLY WITH PAG SSPN SECTION 1008, CLASS S, 3,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS, UNLESS OTHERWISE SPECIFIED.
- CONTRACTOR SHALL GIVE FORTY-EIGHT (48) HOURS NOTICE WHEN HE SHALL REQUIRE SERVICES OF THE ENGINEER OR ANY OTHER PERSON PROPERLY AUTHORIZED FOR SUCH PURPOSE FOR LAYING OUT ANY PORTION OF THE WORK. HE SHALL ALSO DIG ALL STAKE HOLES NECESSARY TO GIVE LINE AND LEVELS.
- THE CONTRACTOR SHALL PRESERVE ALL STAKES SET FOR THE LINES, LEVELS OR MEASUREMENTS OF THE WORK IN THEIR PROPER PLACES UNTIL AUTHORIZED TO REMOVE THEM BY THE ENGINEER. ANY EXPENSE INCURRED IN REPLACING ANY STAKES WHICH THE CONTRACTOR OR HIS SUBORDINATES MAY HAVE FAILED TO PRESERVE SHALL BE CHARGED TO THE CONTRACTOR.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FURNISH, Haul AND APPLY ALL WATER REQUIRED FOR COMPACTION AND FOR THE CONTROL OF DUST FROM CONSTRUCTION ACTIVITY. THE COST THEREOF IS TO BE INCLUDED IN THE CONSTRUCTION PRICE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CARE, MAINTENANCE, REPAIR OR REPLACEMENT OF EXISTING IMPROVEMENTS IN THE WORK AREA WHICH HAVE BEEN REMOVED OR DAMAGED DURING THE COURSE OF CONSTRUCTION. ALL REPAIR, REPLACEMENT OR CLEANUP SHALL BE DONE TO THE SATISFACTION OF THE OWNER.
- OMISSIONS OR CONFLICTS BETWEEN VARIOUS ELEMENTS OF THE DRAWINGS, NOTES AND DETAILS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND RESOLVED BEFORE PROCEEDING WITH THE WORK.
- UPON COMMENCEMENT OF WORK, TRAFFIC CONTROL DEVICES SHALL BE POSTED AND MAINTAINED BY THE CONTRACTOR UNTIL SUCH TIME AS THE WORK IS COMPLETED. ALL WARNING SIGNS, BARRICADES, ETC., SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ADOPTED BY THE STATE OF ARIZONA PURSUANT TO A.R.S. 28-650.
- A COPY OF THE APPROVED PLAN SHALL BE KEPT IN AN EASILY ACCESSIBLE LOCATION ON THE SITE AT ALL TIMES DURING CONSTRUCTION.
- IF UNANTICIPATED CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION AND ARE BEYOND THE SCOPE OF THE DESIGN, THE ENGINEER SHALL SUBMIT THE NECESSARY REVISED OR SUPPLEMENTAL IMPROVEMENT PLANS FOR AND ACCEPTANCE BY THE TOWN ENGINEER.
- 30 DAYS PRIOR TO DESTRUCTION OR REMOVAL OF CACTUS THE CONTRACTOR SHALL NOTIFY THE ARIZONA DEPARTMENT OF AGRICULTURE AT (520)628-6310.
- REPORTS OF SOILS INVESTIGATION INCLUDING RECOMMENDATIONS FOR GRADING PROCEDURES HAVE BEEN PREPARED BY PATTON EVANOFF ENGINEERING, LLC, AS FOLLOWS:
PROJECT NO. 11-080, DOVE MOUNTAIN WEST PULTE HOMES,
DATED 8/12/11 (A 12/12/12 UPDATE LETTER)
ALL EARTHWORK SHALL CONFORM TO THE RECOMMENDATIONS CONTAINED IN SAID REPORTS.
- THE SOILS ENGINEER SHALL OBSERVE, INSPECT AND TEST ALL EARTHWORK OPERATIONS INCLUDING, BUT NOT LIMITED TO, CLEARING, GRUBBING, SUBGRADE PREPARATION, STRUCTURAL AND TRENCH EXCAVATION AND BACKFILL, TOGETHER WITH PLACEMENT AND COMPACTION OF FILL.
- COMPACTION IN ALL FILL AREAS SHALL BE TO A MINIMUM OF 95% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO DESIGNATION T-99, METHOD A. THOSE AREAS TO RECEIVE FILL ARE TO BE SCARIFIED TO A DEPTH OF TEN (10) INCHES, BROUGHT TO THE PROPER MOISTURE CONTENT AND COMPACTION TO THE ABOVE DENSITY. THE AREA SOURCE OF FILL MATERIAL SHALL BE APPROVED BY THE OWNER PRIOR TO COMMENCEMENT OF WORK. TESTS OF FILL MATERIAL WILL BE DONE AT THE OWNER'S EXPENSE.
- THE DESIGN SPEED FOR ONSITE STREETS IS 25 MPH, UNLESS OTHERWISE NOTED. THE DESIGN VEHICLE IS WB-40.
- AGGREGATE BASE COURSE SHALL CONFORM TO PAG SSPN SECTION 303 AND BE COMPACTION TO 95% MAX. DENSITY.
- ASPHALTIC CONCRETE SHALL CONFORM WITH PAG SSPN SECTION 406, MIX #2, SPECIFICATIONS (SUBDIVISION MIX 4.0%±0.2% AIR VOIDS).
- A REGISTERED ENGINEER MUST CERTIFY THAT THIS PROJECT WAS CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED PLANS PRIOR TO THE REQUEST FOR FINAL INSPECTION/ CERTIFICATE OF OCCUPANCY OR RELEASE OF ASSURANCES.
- NATIVE PLANTS MUST BE FLAGGED AND PROTECTIVE FENCING MUST BE INSTALLED AS REQUIRED BY THE NATIVE PLANT PRESERVATION PLAN PRIOR TO ANY GRADING ACTIVITY.
- A RIGHT-OF-WAY PERMIT IS REQUIRED FOR CONSTRUCTION WITHIN THE PUBLIC RIGHT-OF-WAY AND DRAINAGEWAYS.
- IF ARCHAEOLOGICAL MATERIALS ARE DISCOVERED DURING THE COURSE OF CONSTRUCTION, THESE MUST BE HANDLED PER THE CONDITIONS OF THE ARMY CORPS OF ENGINEERS 404 ISSUED FOR THIS PROJECT.
- IF ANY HUMAN REMAINS OR FUNERARY ITEMS ARE DISCOVERED DURING CONSTRUCTION, ALL WORK MUST STOP IN THE AREA OF THE REMAINS AND MR. JOHN MADSEN, REPATRIATION COORDINATOR AT THE ARIZONA STATE MUSEUM, MUST BE CONTACTED IMMEDIATELY, PURSUANT TO A.R.S. 41-865.
- THE CONTRACTOR SHALL OBTAIN A TOWN OF MARANA RIGHT-OF-WAY PERMIT AND SCHEDULE A PRE-CONSTRUCTION CONFERENCE WITH THE TOWN OF MARANA RIGHT-OF-WAY INSPECTOR PRIOR TO COMMENCEMENT OF ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY.
- THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL OBTAIN A TOWN OF MARANA BUSINESS LICENSE PRIOR TO COMMENCEMENT OF ANY WORK.
- TRACER WIRE REQUIRED FOR ALL IRRIGATION SLEEVES.
- INSTALLATIONS OF ITEMS SUCH AS LANDSCAPE, IRRIGATION, HARDSCAPE, SIGNAGE, DECORATIVE PAVERS OR STAMPED CONCRETE, DECORATIVE MEDANS, SLOPE & DRAINAGE IMPROVEMENTS, PATHS, MONUMENTATION AND WALLS ETC. WITHIN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED AND RECORDED WITH THE COOPERATION OF THE MASTER COMMUNITY ASSOCIATION PRIOR TO ISSUANCE OF ANY PERMITS OR APPROVAL OF THE IMPROVEMENT PLAN, ALLOWING INSTALLATIONS WITHIN THE PUBLIC RIGHTS-OF-WAY.

Exhibit 1

PUBLIC PAVING, DRAINAGE and SEWER IMPROVEMENT PLANS for DEL WEBB AT DOVE MOUNTAIN VI LOTS 385-454

PUBLIC STREETS ENG1705-008

SEQUENCE # 20172500137

GENERAL NOTES, Continued

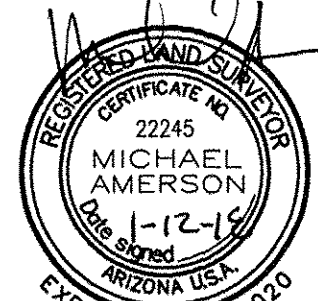
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FULLY COMPLY WITH THE ARIZONA POLLUTANT DISCHARGE ELIMINATION SYSTEM CONSTRUCTION GENERAL PERMIT IN ACCORDANCE WITH THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PREPARED FOR THIS PROJECT.
- GRADING BOUNDARIES SHALL BE CLEARLY MARKED, AND ALL WORK WILL BE CONFINED TO THE APPROVED PROJECT DISTURBANCE LIMITS AS SHOWN ON THESE PLANS. NO WORK SHALL TAKE PLACE OUTSIDE OF THE LIMITS SHOWN ON THESE PLANS.
- ALL PROTOCOL OUTLINED IN THE DOVE MOUNTAIN CONSERVATION PLAN WILL BE FOLLOWED.
- THE CONTRACTOR SHALL SUBMIT TO THE TOWN OF MARANA A TRAFFIC CONTROL PLAN FOR EACH PHASE OF THE WORK A MINIMUM OF SEVEN (7) WORKING DAYS PRIOR TO COMMENCEMENT OF ANY WORK WITHIN THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL HAVE ON SITE, AT ALL TIMES, TRAFFIC CONTROL PLANS ACCEPTED (STAMPED) BY THE TOWN OF MARANA FOR ALL WORK BEING PERFORMED WITHIN THE PUBLIC RIGHT OF WAY.
- ANY SURVEY MONUMENTS THAT FALL ON A QUARTER-SECTION CORNER OR GREATER SHALL BE PER TOWN OF MARANA SD M-103A. (SURV-KAP, INC. M/M-BCS-3-1/4FS)
- ALL CONSTRUCTION AND TEST METHODS FOR ADOT STRUCTURES/DETAILS SHALL BE IN CONFORMANCE WITH ADOT STANDARD STRUCTURE DETAIL DRAWINGS DATED 7/2012 AND 2008 ADOT CONSTRUCTION SPECIFICATIONS.

SEWER GENERAL NOTES-SEE SHEET 2

AS-BUILT CERTIFICATION:

I HEREBY CERTIFY THAT THE AS-BUILT ANNOTATIONS PROVIDED ON THIS DRAWING WERE BASED ON AN AS-BUILT SURVEY UNDER MY SUPERVISION AND ACCURATELY DEPICTS EXISTING FIELD CONDITIONS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR DATE
PLS 22245 3-31-20
REGISTRATION NUMBER EXPIRES



CAUTION: CONTRACTOR TO VERIFY LOCATION (HORIZONTAL & VERTICAL, IF NECESSARY) OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION

NOTE: ALL SPOT GRADES ARE TOP OF PAVEMENT/FINISHED GRADE UNLESS OTHERWISE INDICATED. ADD 0.5' FOR TOP OF CURB ELEVATIONS WHERE APPLICABLE

SEWER KEYNOTES

- EXISTING VARYING WIDTH PUBLIC SEWER EASEMENT PER DOCKET 11786/363 AND EXISTING ELECTRIC RIGHT-OF-WAY EASEMENT PER DOCKET 12230/768
- EXISTING PUBLIC SEWER EASEMENT PER PER SEQ#20141560001
- PROPOSED PUBLIC SEWER EASEMENT BY FINAL PLAT

ACCEPTED:

ACCEPTED BY THE TOWN OF MARANA

BY: *mo evan* P.E. 07/20/17
TOWN ENGINEER/DEVELOPMENT ENGINEER DATE:

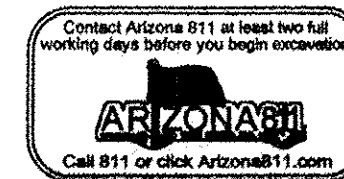
BY: *Stu Chubb* 7/21/17
TOWN OF MARANA PLANNING DIRECTOR DATE:

ACCEPTED:

Francisco Galindo 8/6/17
PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPT (PCRWRD) DATE

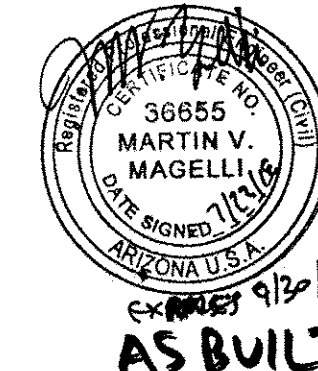
AS-BUILTS

FOR PUBLIC SEWERS ONLY
AMERSON SURVEYING INC.
CAMP LOWELL CORPORATE CENTER
4552 E. CAMP LOWELL DRIVE
TUCSON, ARIZONA, 85712
PH: (520) 325-5883



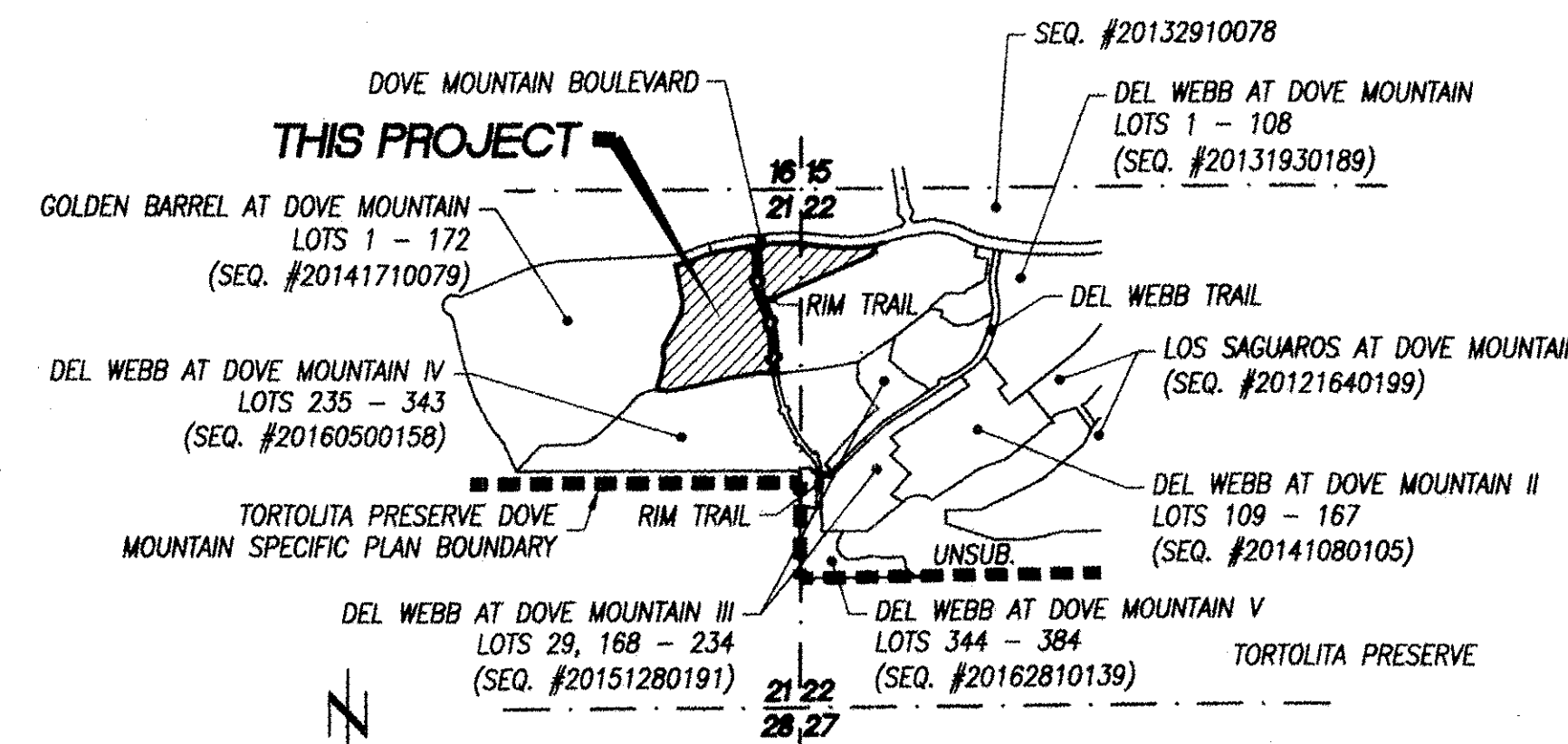
APPROVED

By David Amash at 10:51 am, Aug 16, 2017



AS BUILT

1	01-18	AS-BUILT SEWER	ASI	CH	APPR
NO	DATE	REVISION	BY	CH	APPR



LOCATION PLAN

SECTIONS 21 AND 22, T11S, R12E,
G&SRB&M, TOWN OF MARANA, PIMA COUNTY, ARIZONA

LEGEND

- SUBDIVISION BOUNDARY
- LOTLINE
- RIGHT-OF-WAY LINE
- STREET CENTERLINE
- PROPOSED EASEMENT PER FINAL PLAT
- NEW PAVEMENT
- EXISTING PAVEMENT
- FOUND SURVEY MONUMENT
- MATCHLINE
- SHEET REFERENCE
- NEW SURVEY MONUMENT PER T.O.M. M-103B
- EXISTING CONTOURS
- NEW PUBLIC SEWER LINE W/ NEW MANHOLE
- NEW HCS
- EXISTING SEWER LINE W/ MANHOLE (APPROX. LOCATION)
- EXISTING/PROPOSED WATER LINE (APPROX. LOCATION)
- EXISTING UNDERGROUND ELECTRIC (APPROX. LOCATION)
- CURB ACCESS RAMP PER T.O.M. SD 600-1, 600-2 OR 600-3
- DESIGN SPOT GRADE
- DESIGN SPOT GRADE (INVERT)
- CROSS SECTION REFERENCE
- BASIS OF ELEVATION/BENCHMARK
- BACKWATER VALVE INDICATOR
- EXISTING STABILIZED SEWER PATH
- PROPOSED STABILIZED SEWER PATH PER RWRD SD 111

SHEET INDEX

- 1 COVER SHEET
- 2-6 PLAN & PROFILE (SEWER NOTES-SHT 2)
- 7-9 DETAILS
- 10 STRIPING & SIGNAGE PLAN

DEVELOPER:

NAME: PULTE GROUP, INC.
ATTN: TOM COLLINS
3011 W. INA ROAD
TUCSON, ARIZONA 85741
PHONE: 520-971-8794

OWNER:

DM PHASE IV
C/O: COTTONWOOD PROPERTIES, INC.
ATTN: WILLIAM HALLINAN
3567 E. SUNRISE DRIVE, #219
TUCSON, ARIZONA 85718

ABBREVIATION LIST:

T.O.M. TOWN OF MARANA
PT POINT OF TANGENCY
PC POINT OF CURVATURE
IC INCLUDED CENTRAL ANGLE
R RADIUS
L LENGTH
SM SURVEY MONUMENT
ECR END CURB RETURN
BCR BEGIN CURB RETURN
BCSM BRASS CAP SURVEY MONUMENT

ENG1705-008

REF: PRV-1601-001

P17W100033

G-2017-058

PUBLIC PAVING, DRAINAGE and SEWER IMPROVEMENT PLANS
DEL WEBB AT DOVE MOUNTAIN VI, LOTS 385-454
AND BLOCK "1" (FUTURE DEVELOPMENT), COMMON AREAS "A" (DRAINAGE/OPEN SPACE)
AND "B" (PUBLIC SEWER/OPEN SPACE)

BEING A SUBDIVISION OF A PORTION OF SECTION 21 AND SECTION 22,
T11S, R12E, G&SRB&M, TOWN OF MARANA, PIMA COUNTY, ARIZONA



Baker & Associates Engineering, Inc.

3561 E. Sunrise Drive, Suite #225 Tucson, Arizona 85718 (520) 318-1850 Fax (520) 318-1930

SCALE:	DRAWN BY:	DATE:	DRAWING #	SHEET
HORIZ: 1"=150'	DESIGNED BY:	REV. DATE:	22245-9-REV-001.dwg	1
VERT: 1"=5'	CHECKED BY:	REV. DATE:	PLAN # 22245-9	10



Council-Regular Meeting

C6

Meeting Date: 10/16/2018

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: October 16, 2018

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2018-099: Relating to Community Development; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for the management and implementation of the 2018-2019 Community Development Block Grant Program (Lisa Shafer)

Discussion:

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

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

Eligible grantees include: principal cities of Metropolitan Statistical Areas (MSAs); other metropolitan cities with populations of at least 50,000; and qualified urban counties with

populations of at least 200,000 (excluding the population of entitled cities). HUD determines the amount of each entitlement grant by a statutory dual formula which uses several objective measures of community needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth lag in relationship to other metropolitan areas. Because the Town does not meet the entitled communities criteria, any CDBG funding received by the Town must be allocated by Pima County. These funds are subject to both the federal CDBG guidelines and the HUD-approved plan developed by Pima County. The Town is able to apply for use of a portion of Pima County's CDBG funding through an annual proposal process.

Earlier this year the Town applied for funding in four specific programs (Colonia Neighborhood Cleanup, Emergency Home Repair and Owner Occupied Housing Rehabilitation) and for funding to cover the cost of administering programs that address the needs of low-to moderate-income families. Pima County awarded the Town of Marana \$60,000 from the 2018-2019 Community Development Block Grant Program. The grant provided funding for Administration (\$13,000), Colonia Clean-up (\$10,000), Emergency Home Repair (\$18,500) and Owner Occupied Housing Rehabilitation (\$18,500). This is the same amount of funding received in the 2017-2018. This award term is from October 1, 2018 to September 30, 2019.

Financial Impact:

Fiscal Year: 2019
Budgeted Y/N: Yes
Amount: \$60,000

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

Staff Recommendation:

Staff recommends approval of the intergovernmental agreement with Pima County for the management and implementation of the 2018-2019 Community Development Block Grant Program.

Suggested Motion:

I move to adopt Resolution No. 2018-099, approving and authorizing the Mayor to execute the intergovernmental agreement between Pima County and the Town of Marana for the management and implementation of the 2018-2019 Community Development Block Grant Program.

Attachments

Resolution No. 2018-099
Exhibit A to Resolution - CDBG IGA

MARANA RESOLUTION NO. 2018-099

RELATING TO COMMUNITY DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF MARANA FOR THE MANAGEMENT AND IMPLEMENTATION OF THE 2018-2019 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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

WHEREAS Pima County has been awarded funding from the U.S. Department for Housing and Urban Development under the CDBG program for the 2018-2019 federal fiscal year; and

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

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

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

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

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

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN
OF MARANA, ARIZONA, this 16th day of October, 2018.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Jocelyn C. Bronson, Town Clerk

Frank Cassidy, Town Attorney

**PIMA COUNTY COMMUNITY DEVELOPMENT AND
NEIGHBORHOOD CONSERVATION DEPARTMENT**

Program Name: Management and Implementation of the Community Development Block Grant (CDBG) Program

Subrecipient: Town of Marana
11555 West Civic Center Drive
Marana, Arizona 85653

DUNS No.: 098034143

Project Description: Management of the Town of Marana CDBG Program including: Administration; Colonia Neighborhood Cleanup; Emergency Home Repair and Owner Occupied Housing Rehabilitation.

Contract Term: October 1, 2018 through September 30, 2019

Amount: \$60,000.00

Funding: U.S. Department of Housing and Urban Development

Federal Contract No. B-18-UC-04-0502

Award Date: July 1, 2018

CFDA	Program Description	Nation Funding	Pima County Award
14.218	Community Development Block Grant/Entitlement Communities (CDBG)	FY18 \$3,300,000,000	\$2,903,833.00

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

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

RECITALS

- A. County and Subrecipient may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951 *et seq.*
- B. Subrecipient is authorized by A.R.S. § 9-500.11 to expend public monies for and in connection with economic development activities.
- C. County is authorized by A.R.S. §§ 11-254.04, 11-251 (5) and 11-251 (17), to spend public monies to improve and enhance the economic welfare and health of the inhabitants of the County.

- D. County applied for and received Community Development Block Grant (“CDBG”) funds in the amount of \$2,903,833 from the U.S. Department of Housing and Urban Development (“HUD”), under Title I of the Housing and Community Development Act of 1974, as amended (Public Law 93-383).
- E. Under solicitation number CDNC-10-13-17-CDBG-ESG (“the 2018-2019 Community Planning Application”), County sought proposals for programs and activities that would qualify for CDBG funding during Federal Fiscal Year 2018-2019.
- F. Subrecipient submitted a satisfactory response to the 2018-2019 Community Planning Application.
- G. County has determined that the services or activities proposed in Subrecipient’s response to the Community Planning Applications are eligible for CDBG funding and in the best interests of the residents of Pima County.
- H. On May 1, 2018 the Pima County Board of Supervisors:
 - 1. Authorized inclusion of Subrecipient’s proposal for use of CDBG funds in the 2018-2019 Community Planning Application that County submitted to HUD.
 - 2. Passed Resolution No. 2018-20 approving the allocation of \$60,000.00 of 2018-2019 CDBG funds to Subrecipient for management and implementation of the Town of Marana CDBG Program.

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

1.0 TERM AND EXTENSIONS

- 1.1 Original Term. This Agreement will commence on October 1, 2018 and will terminate on September 30, 2019 (the “Initial Term”). “Term,” when used in this Agreement, means the Initial Term plus any exercised Extension Options. **This Agreement covers CDBG funding for federal fiscal years 2018-2019.**
- 1.2 Extension Options. County may renew this Agreement in order to:
 - 1.2.1 Complete activities funded, but not completed;
 - 1.2.2 Expend Program Income (“PI”) received, but not expended prior to the termination date; or
 - 1.2.3 To continue the Agreement for additional one (1) to five (5) year periods.
- 1.3 This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties. Any amendments to the Agreement must be approved by the County before any services under the amendment commences.
- 1.4 Minor modifications may be made by written memorandum approved and signed by the Director of the Pima County Community Development and Neighborhood Conservation Department or designee. Minor modifications are changes in the scope, which do not change the specified purpose, outcomes or the total compensation provided through this Agreement and do not in any way increase the direct or indirect liability of the County under this Agreement.
- 1.5 Notwithstanding paragraph 1.1 and 1.2 above, the terms of this Agreement will survive and remain in effect during any period that Subrecipient has control over CDBG funds, including program income.

2.0 SCOPE OF SERVICES

- 2.1 Subrecipient will:
 - 2.1.1 Provide the County with the services described in the attached **Exhibit A**.

- 2.1.2 Employ suitably trained and skilled personnel to perform all services under this Agreement.
- 2.1.3 Perform its duties in a humane and respectful manner and in accordance with any applicable professional standards. Subrecipient must obtain and maintain all applicable licenses, permits and authority required for its performance under this Agreement.
- 2.1.4 Unless otherwise provided for herein, the personnel delivering Agreement services will:
 - 2.1.4.1 Be employees or volunteers of the Subrecipient;
 - 2.1.4.2 Satisfy any qualifications set forth in this Agreement; and
 - 2.1.4.3 Be covered by personnel policies and practices of Subrecipient.
- 2.1.5 Obtain and maintain all required licenses, permits and authority required for performance under this Agreement.
- 2.1.6 Maintain an accounting manual that describes its financial procedures in sufficient detail to ensure that its financial practices are easily understood.
- 2.1.7 Undertake the same obligations to the County, as the County does to HUD pursuant to the 2018 – 2019 Annual Action Plan and assurances. Subrecipient will hold County harmless against any injury that County may suffer with respect to HUD on account of any failure on the part of Subrecipient to fulfill obligations to HUD.

2.2 Confidentiality. Subrecipient:

- 2.2.1 Understands and acknowledges that client and applicant files and information collected pursuant to the terms of this Agreement are private and the use or disclosure of such information, when not directly connected with the administration of County's or Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited, unless written consent is obtained from the individual or, in the case of a minor, from the responsible parent or guardian.
- 2.2.2 Will provide access to these files only to persons with a specific CDBG-related need for the information.
- 2.2.3 Will observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services.
- 2.3 Subrecipient certifies that no individual or agent has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage or contingent fee except a bona fide employee whose job duties include securing business.
- 2.4 No program funded under this Agreement may impair existing contracts for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned.
- 2.5 Subrecipient warrants compliance with the Urban County Intergovernmental Cooperative Agreement between Pima County and the Town of Marana for the Community Development Block Grant Program and HOME Investment Partnership Program, contract CTN-CD-16*187 as amended.

3.0 MONITORING AND EVALUATION

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

- 3.1.2 Maintaining adequate and acceptable systems to document services and expenditures;
- 3.1.3 Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available; and
- 3.1.4 Pursuant to 24 CFR Part 35, for projects on homes built prior to 1978, comply with regulations for disclosure and lead-safe work practices.
- 3.2 Subrecipient must cooperate in the monitoring and evaluation process by County and/or HUD.
- 3.3 Subrecipient must assist County in providing reports and documentation to HUD related to Subrecipient's performance and, where applicable, the impact of the CDBG-funded activities on the community.
- 3.4 If monitoring and evaluation finds that Subrecipient's performance is substandard, Subrecipient will be in default of this Agreement. If Subrecipient fails to take appropriate actions to correct the default within fifteen (15) calendar days from date of notice, this Agreement may be suspended or terminated.
- 3.5 To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the HUD and the Comptroller of the United States, will at all reasonable times have the right of access to Subrecipient's facility, books, documents, papers, or other records which are pertinent to this Agreement, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Subrecipient's performance and Subrecipient's compliance with this Agreement.

4.0 COMPENSATION AND PAYMENT

- 4.1 In consideration for services specified in **Exhibit A** of this Agreement, County agrees to pay Subrecipient up to **\$60,000.00** ("the Maximum Allocated Amount").
- 4.2 Payment will be made from the 2018-2019 CDBG Grant County has been awarded from HUD ("the awarding agency").
- 4.3 Payment of the full Maximum Allocated Amount is subject to the CDBG funds being made available to County for this Agreement. The Maximum Allocated Amount may be decreased at any time due to reduction, termination, or any other changes in funding. Unless specifically authorized by County, unexpended funds will not be carried over into another fiscal year.
- 4.4 **Pursuant to the agreement between HUD and County (Pima County Contract No. B-18-UC-04-0502) and the Pima County Board of Supervisor's approval of this allocation of CDBG funds to Subrecipient on May 1, 2018, Subrecipient may be reimbursed for eligible costs associated with activities under this Agreement from and after October 1, 2018. Notwithstanding the limitations above, Subrecipient may be reimbursed for administrative costs incurred for performance under this Agreement between July 1, 2018 and June 30, 2019.**
- 4.5 Subrecipient **must submit a request for reimbursement every month**, even if no funds are being requested for the prior month. Requests for reimbursement are due as follows:

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

- 4.6 Each monthly request for reimbursement must:
 - 4.6.1 Reference this contract number.
 - 4.6.2 Be approved and signed by the person (s) that prepared the request and an authorized manager, supervisor or executive of the Subrecipient to insure proper internal financial controls.

- 4.6.3 Be for services and costs as identified in **Exhibit A**.
- 4.6.4 Be accompanied by documentation which must include, but is not limited to:
 - 4.6.4.1 A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit A** of this Agreement.
 - 4.6.4.2 Copies of invoices and checks (front and back) to support all purchases of goods or services.
 - 4.6.4.3 If reimbursement is authorized for travel, detailed travel reports to support all travel expenses.
 - 4.6.4.4 Any other documentation requested by County.
- 4.6.5 Be accompanied by a hardcopy, with original signatures, of the Financial Status Report and Request for Funds. County will provide Subrecipient with a form similar to that attached hereto as **Exhibit B** upon execution of this Agreement.
 - 4.6.5.1 If reimbursement is authorized for personnel costs, be accompanied, at a minimum, by the following documentation for each pay period:
 - 4.6.5.1.1. Time sheets or other records that specify, signed by the employee and the employee's immediate supervisor with direct knowledge of employee's efforts for this Agreement, that specify:
 - 4.6.5.1.1.1. Hours worked on the grant;
 - 4.6.5.1.1.2. Total hours worked on the grant and hours worked on each participant;
 - 4.6.5.1.1.3. Days worked; and
 - 4.6.5.1.1.4. Hours worked each day.
 - 4.6.5.2 Accounting system report(s) specifying rate of pay and costs of employer paid benefits.
- 4.6.6 Comply with the applicable provisions of 2 C.F.R. §§ 200, including Subpart E – Cost principles for non-profit corporations.
- 4.7 If Subrecipient is required to provide matching funds under the terms of the awarding agency, Subrecipient must also provide the documentation described in Paragraph 4.6 for the matching funds.
- 4.8 **Subrecipient must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.** Subrecipient may not bill the County for costs which are paid by another source. Subrecipient must notify County within ten (10) days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.
- 4.9 If each request for payment includes adequate and accurate documentation, County will generally pay Subrecipient within thirty (30) days from the date invoice is received. Subrecipient must budget cash needs accordingly.
- 4.10 County may, at its sole discretion:
 - 4.10.1 Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
 - 4.10.2 Liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.

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

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

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

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

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

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

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

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

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

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

4.14 Subrecipient will report to County:

4.14.1 Accrued expenditures;

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

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

4.15. Changes between budget line items. Changes between budget line items of no more than 15% may be granted by and at the sole discretion of the Director of Community Development and Neighborhood Conservation ("CDNC") or designee. The following provisions apply:

4.15.1. The change may not increase or decrease the maximum allocated amount.

4.15.2. Subrecipient must submit a written request for the line item change on or before May 15 of the contract year. The written request must contain a detailed explanation of:

4.15.2.1. The reason the change is necessary; and

4.15.2.2. How the specified purpose, program(s), metrics, or outcomes set forth in this Agreement will continue to be met, despite the requested change.

4.15.3. The change must be for future expenditures that are not part of the current existing and approved budget(s). The change may not be to cover unbudgeted expenditures incurred by Subrecipient prior to submitting the written request for a budget line item change.

- 4.15.4. If the Director of CNDC or designee approves the request for the budget line item change, **the change will not be effective, nor will compensation under the change be provided, until the date set forth in the written approval.**
- 4.16. Any change that increases or decreases the maximum allocate amount or that changes the Scope of Work in any way will require a contract amendment. **Such change will not be effective, nor will compensation under the change be provided, until the contract amendment is fully executed by both parties**
- 4.17. Goods and services provided in excess of the budgeted line item or the maximum allocated amount without prior authorization as set forth in paragraphs 4.15 and 4.16 above will be at Agency's own risk
- 4.18. Disallowed Charges or Cost Principles.
- 4.18.1. The cost principle set forth in the Code of Federal Regulations (C.F.R.), 2 CFR 200 Subpart E, as modified by amendments and additions, on file with the Secretary of State, will be used to determine whether reimbursement of an incurred cost will be reimbursed under this Agreement.
- 4.18.2. **Subrecipient must reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.**
- 4.19. For the period of record retention required under Section 20.0 -- Books and Records, County reserves the right to question any payment made under this Section 4.0 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law

5.0 PROGRAM INCOME

- 5.1 County does not anticipate that program income, as defined by the awarding agency, will be generated under the activities of this Agreement.
- 5.2 In the event that activities under this Agreement do generate program income or program income is authorized, Subrecipient must:
- 5.2.1 Report to County all program income, as defined at 24 CFR 570.500(a), generated and received as a result of activities carried out with the CDBG-funds provided pursuant to this Agreement. These reports are due quarterly.
- 5.2.2 Return program income to County within 15 days of the end of each month, unless otherwise specified in **Exhibit A**.

6.0 INSURANCE

- 6.1 Town and County will maintain commercial general liability – occurrence form, automobile liability, and worker's compensation and employer's liability insurance, or be self-insured, in amounts sufficient to cover any claims, whether or not due to negligence, which may arise in the performance of the activities set forth in this IGA.
- 6.2 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 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).

7.0 INDEMNIFICATION

- 7.1 Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnatee) 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 Indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, agents, employees, or volunteers.
- 7.2 Subrecipient warrants that services provided under this Agreement are non-infringing. Subrecipient will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this Agreement or from the provision, license, transfer or use for their intended purpose of any products provided under this Agreement.

8.0 COMPLIANCE WITH LAWS

- 8.1 Compliance with Laws; Changes. Subrecipient will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. Any changes in the governing laws, rules, and regulations during the terms of this Agreement will apply, but do not require an amendment.
- 8.2 Licensing. Subrecipient warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 8.3 Choice of Law; Venue. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract must be brought in a court of the State of Arizona in Pima County.
- 8.4 Compliance with 24 CFR 570. Subrecipient will comply with the requirements of 24 CFR 570, including subpart K of these regulations, except the Subrecipient does not assume:
 - 8.4.1 County's environmental responsibilities described in 24 CFR 570.604; and
 - 8.4.2 County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
- 8.5 Use of CDBG Funds. Subrecipient warrants that CDBG funds provided or personnel employed in the administration of the program funded under this Agreement will not be used for:
 - 8.5.1 Political activities;
 - 8.5.2 Inherently religious activities;
 - 8.5.3 Lobbying to influence the outcome of any election or the award of any federal contract, grant, loan or cooperative agreement (see Federal Standard Form LLL, "Disclosure of Lobbying Activities);
 - 8.5.4 Political patronage; or
 - 8.5.5 Nepotism activities.
- 8.6 Compliance with Federal Law, Rules and Regulations. Subrecipient will comply with the applicable provisions of:
 - 8.6.1 Davis-Bacon Act (Public Law 107-217), as amended;
 - 8.6.2 Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*);
 - 8.6.3 Copeland Anti-Kick Back Act (18 USC 874 *et seq.*);
 - 8.6.4 Section 3 of the HUD Act of 1968 as amended; and
 - 8.6.5 All rules and regulations applicable to the Acts set forth above.

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

9.0 INDEPENDENT CONTRACTOR

- 9.1 Subrecipient is an independent contractor. Neither Subrecipient nor any of Subrecipient's officers, agents, or employees will be considered an employee of Pima County or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System.
- 9.2 Subrecipient is responsible for paying all federal, state and local taxes on the compensation by Subrecipient under this Agreement and will indemnify and hold County harmless from any and all liability which County may incur because of Subrecipient's failure to pay such taxes.
- 9.3 Subrecipient will be solely responsible for its program development, operation, and performance.

10.0 SUBCONTRACTORS

- 10.1 Except as provided in paragraph 10.2, Subrecipient will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract. Subrecipient must follow all applicable Federal, State, and County rules and regulations for obtaining subcontractor services.
- 10.2 Prior written approval is not required for the purchase of supplies that are necessary and incidental to Subrecipient's performance under this Agreement.
- 10.3 Subrecipient will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts, any of them, may be liable to the same extent that the Subrecipient is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract will create any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
- 10.4 Subrecipient must include the provision set forth in paragraph 4.6 in all contracts between Subrecipient and its subcontractors providing goods or services pursuant to this Agreement. Subrecipient will be responsible for subcontractors' compliance with that provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with the provision.

11.0 ASSIGNMENT

Subrecipient cannot assign its rights or obligations under this Agreement, in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.

12.0 NON-DISCRIMINATION

- 12.1 Subrecipient will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow down of all provisions and requirements to any subcontractors.
- 12.2 During the performance of this Agreement, Subrecipient will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
- 12.3 Unless exempt under federal law, Awardee will comply with:
- 12.3.1 Titles VI and VII of the Civil Rights Act of 1964 as amended;
 - 12.3.2 The Age Discrimination in Employment Act;

12.3.3 Section 504 of the Rehabilitation Act of 1973, as amended; and

12.3.4 The requirements of the Fair Labor Standards Act of 1938, as amended.

13.0 AMERICANS WITH DISABILITIES ACT

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

14.0 AUTHORITY TO CONTRACT

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

15.0 FULL AND COMPLETE PERFORMANCE

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

16.0 CANCELLATION FOR CONFLICT OF INTEREST

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

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

17.0 TERMINATION AND SUSPENSION

17.1 Without Cause: County may terminate this Agreement at any time, without cause, by serving a written notice upon Subrecipient at least thirty (30) days before the effective date of the termination. In the event of such termination, the County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination.

17.2 With Cause: Except as set forth in paragraph 3.4, County may terminate this Agreement at any time without advance notice and without further obligation to County finds Subrecipient to be in default of any provision of this Agreement.

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

- 17.4 Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to Subrecipient, other than for services rendered prior to termination.
- 17.5 Suspension: County reserves the right to suspend Subrecipient's performance and payments under this Agreement immediately upon notice delivered to Subrecipient's designated agent in order to investigate Subrecipient's activities and compliance with this Agreement. In the event of an investigation by County, Subrecipient will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, Subrecipient will be notified in writing that the contract will be immediately terminated or that performance may be resumed.

18.0 NOTICE

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

County:

Margaret Kish, Director
Pima County Community Development and
Neighborhood Conservation
2797 East Ajo Way
Tucson, Arizona 85713

Subrecipient:

Jamsheed Mehta, Town Manager
Town of Marana
11555 West Civic Center Drive
Marana, Arizona 85653

19.0 OTHER DOCUMENTS

- 19.1 In entering into this Agreement, Subrecipient and County have relied upon information provided in Subrecipient's proposal submitted in response to Pima County Solicitation identified in the recitals of this Agreement ("the Community Planning Application") including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, Subrecipient's Proposal, other information and documents submitted by the Subrecipient in its' response to said Solicitation.
- 19.2 The documents set forth in Paragraph 19.1 are hereby incorporated into and made a part of this Agreement as if set forth in full herein, to the extent not inconsistent with the provisions of this Agreement, including all exhibits. Subrecipient will promptly bring any provisions which Subrecipient believes are inconsistent to County's attention, and County will provide Subrecipient with its interpretation of the provisions in question. In the event of an irreconcilable inconsistency, the provisions of the awarding agency documents will govern over the conditions of this Agreement, unless otherwise required by law.

20.0 BOOKS AND RECORDS

- 20.1 Subrecipient will keep and maintain all records specified in 24 CFR 570.506 which are pertinent to the activities funded under this Agreement. All such records will be open for inspection and audit by duly authorized representatives of County during normal business hours. Records include, but are not limited to:
- 20.1.1 A full description of each action or activity taken to comply with this Agreement;
- 20.1.2 Demonstration that the actions and activities meet one or more of the National Objectives of the CDBG program;

- 20.1.3 Eligibility documentation and determination;
 - 20.1.4 Documentation of compliance with the fair housing and equal opportunity components of the CDBG program;
 - 20.1.5 Disbursements of funds;
 - 20.1.6 Financial records required under 24 CFR 570.502 and 24 CFR 84.21 – 28; and
 - 20.1.7 Documentation of compliance with Subpart K of 24 CFR Part 570.
- 20.2 Subrecipient must retain all records pertaining to this Agreement for four (4) years after County submits the annual performance and evaluation report to HUD in which the CDBG-funded activities under this Agreement are reported on for the final time or until completion of any action and resolution of all issues which arise from any related litigation, claim, negotiations, audit or other action involving the records that was started before the expiration of the 4-year period, whichever is later.

21.0 AUDIT REQUIREMENTS

21.1 Subrecipient will:

- 21.1.1 Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Parts 200 and 2400).
- 21.1.2 **Establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement.** The accounting must record all expenditures which are used to support invoices and requests for payment from the County.
- 21.1.3 Establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.
- 21.1.4 Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
- 21.1.5 Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
- 21.1.6 Assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Section 21.0, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.
- 21.1.7 Pay all costs for any audit required or requested pursuant to this Section 21.0, unless the cost is allowable for payment with the grant funds provided pursuant to this Agreement under the appropriate federal or state grant law and the cost was specifically included in the Subrecipient grant budget approved by County.

21.2 Subrecipient status:

- 21.2.1 If Subrecipient is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Subrecipient will comply with the applicable audit requirements set forth in A.R.S. § 11-624, "Audit of Non-Profit Corporations Receiving County Monies."
- 21.2.2 If Subrecipient meets or exceeds the single audit threshold set forth in 2 C.F.R. Part 200, Subrecipient will comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within ninety (90) days following the end of Subrecipient's fiscal year.

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

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

22.0 COPYRIGHT

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

23.0 PROPERTY OF THE COUNTY

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

24.0 DISPOSAL OF PROPERTY

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

25.0 COORDINATION

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

26.0 PUBLIC RECORDS

- 26.1 Disclosure. Pursuant to Arizona Public Records law, A.R.S. § 39-121 *et seq.*, and A.R.S. § 34-603(H) in the case of construction or architectural and engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in an award of this Agreement, including, but not limited to pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 26.2 Records Marked Confidential; Notice and Protective Order.
 - 26.2.1 If Subrecipient reasonably believes that some of the records described in paragraph 26.1 above contain proprietary, trade-secret or otherwise-confidential information, Subrecipient must prominently mark those records "CONFIDENTIAL."
 - 26.2.2 In the event that a public records request is submitted to County for records marked "CONFIDENTIAL," County will notify Subrecipient of the request as soon as reasonably possible.
 - 26.2.3 County will release the records ten (10) business days after the date of notice provided pursuant to paragraph 26.2.2, unless Subrecipient has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records.

26.2.4 County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

27.0 ELIGIBILITY FOR PUBLIC BENEFITS

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

28.0 NO JOINT VENTURE

It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any Court employees, or between Court and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

29.0 REMEDIES

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

30.0 SEVERABILITY

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

31.0 NO THIRD PARTY BENEFICIARIES

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

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32.0 ENTIRE AGREEMENT

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

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

THIS AGREEMENT MAY BE SIGNED IN COUNTERPARTS

PIMA COUNTY

SUBRECIPIENT

Chairman, Board of Supervisors

Mayor, Town of Marana

Date: _____

Date: _____

ATTEST

ATTEST

Clerk of the Board

Town Clerk

Date: _____

Date: _____

APPROVED AS TO CONTENT:

Director, Community Development
and Neighborhood Conservation

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

PIMA COUNTY:

TOWN OF MARANA:

Karen S. Friar, Deputy County Attorney

Frank Cassidy, Town Attorney

EXHIBIT A SCOPE OF WORK

1. Program Title:

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

2. Program Purpose:

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

- 2.1. Program Administration;
- 2.2. Colonia Neighborhood Cleanup, public service activities;
- 2.3. Emergency Home Repair and Owner-Occupied Housing Rehabilitation.

3. Program Activities:

- 3.1. Program Administration. Subrecipient will provide eligible, general CDBG program administration functions and activities for the management and implementation of the CDBG program to the extent allowed under 24 CFR 570.206.
- 3.2. Colonia Neighborhood Cleanup. Subrecipient will provide eligible, CDBG public service, crime prevention and public safety activities as allowable per 24 CFR 570.201(e). Activities may include, but are not limited to:
 - 3.2.1. Select and identify neighborhoods where cleanup activities will take place. For each area selected:
 - 3.2.1.1. Reach out to community representatives and groups to identify specific community cleanup needs;
 - 3.2.1.2. Complete a thorough needs assessment for each suggested community cleanup activity;
 - 3.2.1.3. Organize and hold or attend established community meetings to organize and plan Cleanups as appropriate;
 - 3.2.1.4. Conduct activities; and
 - 3.2.1.5. Provide addressing for homes as needed.
 - 3.2.2. Procure, by competitive bidding and quotes, required materials, supplies and services to conduct the community cleanup activities, including, but not limited to:
 - 3.2.2.1. Roll-off dumpsters;
 - 3.2.2.2. Heavy equipment rental or operations costs, e.g. backhoes, front loaders, skid steers, and augers;
 - 3.2.2.3. Trailers;
 - 3.2.2.4. Safety equipment for workers and volunteers;
 - 3.2.2.5. Hand and power tools;
 - 3.2.2.6. T-shirts; and
 - 3.2.2.7. Marketing flyers and posters promoting the project.

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

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

- 3.3.1. Rank eligible applicants based on severity of health and safety issues in the home. Give priority to applicants most in need with special consideration given to households with elderly and/or disabled persons and with children 6 years of age and younger.
- 3.3.2. Complete an Environmental Review Record (ERR) for each home which is scheduled to be modified and secure County's Environmental Officer Clearance prior to committing funds and carrying out work.
- 3.3.3. Prepare written scope of work of home repairs, adaptive construction, and safety hardware work to be completed.
- 3.3.4. For projects on homes built prior to 1978, comply with HUD's Lead Safe Housing Rule (24 CFR Part 35), including, but not limited to:
 - 3.3.4.1. Providing household occupants with the U.S. Environmental Protection Agency's "The Lead-Safe Certified Guide to Renovate Right," brochure available at: <www.cpsc.gov/s3fs-public/renovateright.pdf>.
 - 3.3.4.2. Securing a signed disclosure from applicant seeking assistance confirming that they have received a copy of the brochure detailed in 3.3.4.1.
 - 3.3.4.3. Obtaining a copy of the certificate from agency staff or contractors that demonstrates their familiarity with EPA's Lead Renovation, Repair and Painting Rule (RRP Rule) (40 CFR Part 745, Subpart E) training on lead safe work practices.
 - 3.3.4.4. Conducting a visual inspection of the property for chipping, peeling or cracking paint.
 - 3.3.4.5. Informing Pima County if the repair work will disturb more than two square feet of painted surface per room and conduct the following lead remediation activities:
 - 3.3.4.5.1. Testing for lead.
 - 3.3.4.5.2. Mitigate lead, if applicable, through the use of interim controls and other lead safe work practices.
 - 3.3.4.5.3. Secure signed form from the occupant acknowledging they understand the lead identification and work that will be completed to eliminate the risk.
- 3.3.5. Obtain all necessary permits, if required.
- 3.3.6. Create a file for each applicant and retain for 4 years:
 - 3.3.6.1. Copies of all agreements and authorizations obtained from applicant;
 - 3.3.6.2. Records of disbursements made for work approved and completed;
 - 3.3.6.3. Copies of onsite inspections by rehabilitation specialists, approvals of rehabilitation work, and the final inspection;

- 3.3.6.4. Completed ERR; and
- 3.3.6.5. Signed lead disclosure forms, contractor(s) certifications, and occupant acknowledgements as applicable under 3.3.4.
- 3.3.7. Procure, by competitive quotes:
 - 3.3.7.1. Eligible professional and outside services, as needed; and
 - 3.3.7.2. Materials and supplies for emergency home repair, adaptive construction, and safety hardware including, but not limited to:
 - 3.3.7.2.1. Plumbing;
 - 3.3.7.2.2. Heating and cooling;
 - 3.3.7.2.3. Electrical;
 - 3.3.7.2.4. Flooring;
 - 3.3.7.2.5. Exterior (roofing, windows, doors,);
 - 3.3.7.2.6. Accessibility/Safety hardware; and
 - 3.3.7.2.7. Lead renovation, repair and painting
- 3.3.8. Verify eligibility of applicants. Each household receiving assistance under this program must meet all of the following criteria:
 - 3.3.8.1. Be owner-occupant of a site built or legally affixed manufactured home;
 - 3.3.8.2. Have and provide a copy of recorded Property Deed to show evidence of property ownership, or provide a copy of the recorded Affidavit of Affixture, if the property is a manufactured home;
 - 3.3.8.3. Have a household income at or below 80% Area Median Income (AMI);
 - 3.3.8.4. Live in Town of Marana or surrounding incorporated communities in Pima County.
 - 3.3.8.5. Have proof of flood insurance if the home is located in a Federal Emergency Management Agency Special Flood Hazard Area.
- 3.3.9. Accept and prioritize referrals from Pima County Community Development and Conservation Department.

4. Project goal/predicted outcomes:

- 4.1. Goal: Create viable communities that meet the needs of low- and moderate-income individuals and households through CDBG activities that promote decent housing, suitable living environments and expanded economic opportunities.
- 4.2. Predicted outcome: Individuals and households will have new or improved access to public services; facilities and receive critical home repair services.

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

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

6. Metrics available to measure performance: At a minimum:

- 6.1. Fourteen (14) neighborhood cleanups will be conducted in Colonia communities; and
- 6.2. Four (4) low- to moderate-income households will receive emergency home repair or owner-occupied housing rehabilitation to that address livability, safety, and accessibility needs.

7. Reports:

- 7.1. Subrecipient will provide quarterly reports to County for submission to HUD on County's web-based application system at www.zoomgrants.com. The reports must include, but are not limited to, the following:
- 7.1.1. An accomplishment narrative describing program successes and challenges;
 - 7.1.2. Number of persons benefiting from public facility improvement(s);
 - 7.1.3. Number of emergency home repair and owner-occupied housing rehabilitation activities conducted including but not limit to the follow information as applicable:
 - 7.1.3.1. Physical address of each housing unit assisted.
 - 7.1.3.2. Household income calculated and identified by appropriate cohort per household as follows:
 - 7.1.3.2.1. Extremely Low Income, at or below 30% Area Median Income ("AMI")
 - 7.1.3.2.2. Low Income, at or below 50% AMI
 - 7.1.3.2.3. Moderate Income, at or below 80% AMI
 - 7.1.3.3. Racial and Ethnic information of applicant or head of household, only.
 - 7.1.3.4. Number of Female-headed households assisted.
 - 7.1.3.5. Number of clients 62 years of age or older assisted.
 - 7.1.3.6. Number of disabled clients assisted.
 - 7.1.3.7. Lead paint requirements, as applicable, but not limited to:
 - 7.1.3.7.1. Housing units constructed before 1978;
 - 7.1.3.7.2. Exempt: housing units constructed 1978 or later;
 - 7.1.3.7.3. Exempt: hard costs ≤\$5,000.00;
 - 7.1.3.7.4. Otherwise exempt; and
 - 7.1.3.7.5. Lead hazard remediation actions, including:
 - 7.1.3.7.5.1. Lead Hazard Work Practices (hard costs ≤ \$5,000)
 - 7.1.3.7.5.2. Interim Controls or Standard Practices (hard costs \$5,000 - \$25,000)
 - 7.1.3.7.5.3. Abatement (hard costs > \$25,000)
 - 7.1.3.8. Number of persons benefiting from neighborhood cleanup activities.
- 7.2. All reporting provisions will survive the termination of this Agreement.

8. Budget:

CDBG Activities	Budget
Administration	\$ 13,000.00
Colonia Neighborhood Cleanup	\$ 10,000.00
Emergency Home Repair	\$ 18,500.00
Owner Occupied Home Repair	\$ 18,500.00
Total	\$60,000.00

END OF EXHIBIT A

CDBG Invoice For The Month Of _____, 2016-2017

PLEASE SEND INVOICE TO THE ATTENTION OF:

AGENCY INVOICE IS FOR (NAME & ADDRESS):

FEDERAL CONTRACT #	FISCAL YEAR:	CDFA #:

INVOICE DATE:

AGENCY CONTRACT #:

CDFA #:

PROGRAM NAME:

AGENCY CONTRACT #:

INVOICE #:

PRGM/MAJ PRGM:

PAYMENT TERMS: Net 30 Days

[illegible]

REQUIRED SUBRECIPIENT SIGNATURES - ALL INVOICES MUST BE SIGNED IN BOTH SPACES:

Agency Preparer Signature - please print & sign	Date	Contact Phone Num/Ext	Agency Authorized Approver Signature - please print & sign	Date	Contact Phone Num/Ext
Quarterly Report 1 has been submitted with the December Invoice	ENTER YES	ENTER NO			
Quarterly Report 2 has been submitted with the March Invoice					
Quarterly Report 3 has been submitted with the June Invoice					
Quarterly Report 4 has been submitted with the September Invoice					

~~~~~FOR PIMA COUNTY USE ONLY~~~~~

| Date bill rev'd/initials | Date rntd for corrections/initials | Date rwn'd & submitted for payment/initials |
|--------------------------|------------------------------------|---------------------------------------------|
|                          |                                    |                                             |



**Council-Regular Meeting**

C7

**Meeting Date:** 10/16/2018

**To:** Mayor and Council

**Submitted For:** Hilary H. Hiser, Interim Town Clerk

**From:** Suzanne Sutherland, Executive Assistant to the Town Clerk

**Date:** October 16, 2018

**Subject:** Approve Study Session Meeting Minutes from September 25, 2018 and approve Regular Council Meeting Minutes from October 2, 2018 (Hilary H. Hiser)

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**Attachments**

Draft Study Session Meeting Minutes 09/25/2018

Draft Regular Council Meeting Minutes 10/02/2018

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**MARANA TOWN COUNCIL  
STUDY SESSION**

**11555 W. Civic Center Drive, Marana, Arizona 85653  
Second Floor Conference Center, September 25, 2018, 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  
John Officer, Council Member  
Roxanne Ziegler, Council Member

**MINUTES**

**CALL TO ORDER AND ROLL CALL:** Vice Mayor Post called the meeting to order at 6:00 p.m. **Interim Town Clerk Hilary Hiser** called the roll. *\*Mayor Honea was absent at the time of roll call and \*\*Council Member Bowen was excused at the time of roll call.* With five council members present there was a quorum at the start of the meeting. Both Mayor Honea and Council Member Bowen arrived later in the meeting constituting a full quorum of the council.

**PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE:** Led by Vice Mayor Post.

**APPROVAL OF AGENDA:** Council Member Kai motioned to approve the agenda with a second provided by Council Member Comerford. Passed 5-0, unanimously.

**DISCUSSION/DIRECTION/POSSIBLE ACTION**

**D1** Relating to Administration; discussion and direction regarding partnering with Service Line Warranties of America to implement the National League of Cities Service Line Warranty Program for all water and sewer customers within the Town of Marana. Presented by **Jane Fairall**, Deputy Town Attorney.

**Ms. Fairall** stated the Town received a proposal from the National League of Cities Service Line Warranty Program, which is a warranty insurance program for water and sewer lines on the property owner's side of the water main. She indicated this is a national private insurance program that several Arizona municipalities currently participate in. Ms. Fairall explained that this agreement is a marketing agreement allowing the company to include the Town's name and logo on its marketing material. She presented the Council a sample of the material from Pinal County and City of Phoenix.

**Ms. Fairall** noted that the mailed materials disclose the nature of the relationship with the jurisdiction and indicate the Town is not responsible for waterline problems. This service is a voluntary service a homeowner may choose to purchase as an additional warranty against future waterline damage. The service is a monthly fee structure that the homeowner is responsible for paying.

Returning to the proposed marketing agreement, **Ms. Fairall** explained that the Town would receive a \$0.50 per month/per product paid fee annually to the Town with direct deposit to the General Fund.

**Council Member Officer** asked if this service would go just to Marana residents and would show the Town's logo. **Ms. Fairall** affirmed that the company's mailing would have the logo and would be directed to all residents within the Town.

**Council Member Ziegler** asked if this material makes it clear that the Town is not responsible should issues arise to a homeowner's waterline. She thinks the program is a good opportunity for citizens, but she does not want the Town to be adversely affected since its name will appear on the material. **Ms. Fairall** responded that the Town would have no legal responsibility to provide services it is not normally required to provide. She noted that the marketing materials do have a strong disclaimer stating this service is independent and separate from the Town. Ms. Fairall conceded that there may be some confusion regarding responsibility, but the Town would need to direct citizens back to the warranty company for assistance.

**Council Member Kai** expressed concerns about the program since it has the Town's name on it. He wanted to know what the "upside" for taking this risk, since there is "no track record" with this business.

**Council Member Comerford** wanted to confirm that the Town has a 60 day notice to terminate. **Ms. Fairall** noted that there is an initial three year term, but could not recall the exact timeframe for termination. **Town Manager Jamsheed Mehta** interjected that the current draft of the agreement is 90 day notice for termination at any point. Mr. Mehta noted that the current draft of the agreement is a three year term with the possibility of a one year extension.

**Council Member Comerford** asked how many municipalities are currently participating in the program. **Ms. Fairall** responded that there are currently 27 municipalities participating in the program. She also informed the Council that 99.5 of the claims in the state were approved, with only two claims denied.



**Ms. Fairall** returned to the contract and stated that as currently written it is unclear if the 90 day termination requirement is at the end of the contract period or applicable at any point during the life of the contract. Ms. Fairall stated the Town would work with the service provider to clarify that language to ensure termination at any point a 90 day notice.

**Vice Mayor Post** asked if this warranty program encompasses the homeowner's entire property both inside and outside. **Ms. Fairall** referenced the company's promotional material, which defining what the warrant program covers.

**Council Member Kai** asked how many residents could apply for this program and what the benefit to the Town is. **Ms. Fairall** stated that any property owner within the jurisdictional boundary of the Town is eligible to enroll in the program.

*\*Mayor Honea arrived on the dais at 6:13 p.m.*

*Council Member Comerford motioned to approve the agreement with a termination clause for a 60 day notice rather than a 90 day notice timeframe. Council Member Officer provided the second. Motion passed 6-0, unanimously.*

**Vice Mayor Post** indicated that with **Mayor Honea's** arrival, the mayor would facilitate the remainder of the meeting. Mayor Honea apologized for his tardiness as he was with a local scout troop.

**D2** Presentation: Resolution No. 2018-091: Relating to Utilities; authorizing the creation of the Picture Rocks Water Treatment Campus capital project and the Airline/Lambert Water Treatment Campus capital project; authorizing the transfer of up to \$2,000,000 in budgeted expenditure authority from the Wastewater Treatment Plan capital project (WR011) line item in the fiscal year 2018-2019 budget to the newly created capital projects; and authorizing the application for a Clean Water State Revolving Fund loan from the Water Infrastructure Finance Authority of Arizona to fund the construction of water treatment works to remove perfluorinated compounds from Marana Water Department potable water. Presented by **John Kmiec**, Water Director and **Erik Montague**, Deputy Town Manager.

**Mr. Kmiec** indicated this is a follow-up presentation to the August 14, 2018 Study Session regarding water quality and possible treatment solutions. He reminded the Council that Marana residents are served by both the Tucson Water system and the Marana Water system. At the previous meeting, the Council approved construction of a water treatment facility. Mr. Kmiec identified several goals going forward for the Picture Rocks water campus and the Airline/Lambert water campus that include the development of an advanced treatment process for each site, treatment that destroys and/or significantly reduces chemical contamination, and ensures final operations are effective/efficient to minimize long term operational costs.

**Mr. Kmiec** presented several slides demonstrating the cleaning/treatment process. He also noted that the area surrounding the well is large enough to construct the necessary

treatment infrastructure. Mr. Kmiec explained that the costs of constructing both treatment facilities would range between \$12.0 million dollars to \$15.0 million dollars with the majority of the construction occurring in 2019. He wants to make sure that the designs are adequate to meet expected residential growth in the affected areas.

**Mr. Montague** addressed the Council regarding the estimate project timeline. He noted that this project is complex and the Town has several procurement process methods. Due to the expedited need to address the problem, the Town will be following Title 34, use the “construction manager at risk” procurement process. This estimated project schedule is 18 to 20 months. He noted that the length of the project timeline is due to the public procurement requirement because the Town was unable to use an existing cooperative contract for the construction/engineering. Staff will have to put together a solicitation package to start the procurement process with a construction manager at risk and a design firm. The construction manager at risk will help to expedite the process and ensure flexibility to address any issues that might arise during the project.

**Mr. Montague** briefly touched on the formal borrowing phase of the project timeline. He noted that the actual financing costs are variable, but formal borrowing needs to be complete before the construction phase. Given the timeframe of the project, the Town will need an immediate access to the cash to start and deliver the project. To determine the most efficient funding source staff reviewed several viable funding options to pay for the project. Mr. Montague noted that most of the options available did not meet the project’s timeframe or cover the facilities’ total projected cost.

**Mr. Montague** stated staff is asking Council for authorization to apply for the Water Infrastructure Financing Authority (WIFA) Loan as the preferred financing mechanism to provide the project its initial funding. He reminded Council that no formal action was required at this time regarding any possible revenue sources intended to pay for the debt; the Council is only authorizing the specific funding mechanism for the construction’s project. Mr. Montague stated staff would provide additional information regarding future revenue streams to pay for the debt and their possible impacts at a future date.

**Mr. Montague** noted that in the future the Council would need to discuss an appropriate rate increase to cover the on-going operation costs for these two new treatment facilities.

**Vice Mayor Post** asked for clarification regarding what Council is authorizing during the study session. **Mr. Montague** responded the Council is authorizing staff to create treatment facility projects by reallocating the budget to cover the costs of the projects and apply for the WIFA loan. He confirmed that staff would seek direction at a future date regarding possible revenue streams to payback the debt.

**Mr. Montague** concluded his presentation with an overview of the staff’s communication strategy to engage residents regarding this process and provide resources for updated information through community meetings, social media posts, and a dedicated webpage on the Town’s website.

**Mayor Honea** noted there were several speaker cards submitted by the public regarding this item.

**Jack Neubeck** addressed the Council and thanked them for working to address this water issue. He encouraged the Town to move forward with the project and work closely with the State of Arizona. He noted that developing strong relationships with state agencies would help to encourage the business community to locate to the Town.

**Ceci Lucero** noted that the proposed resolution does not specifically mention 1,4 dioxane in its language and thought it should be directly stated in the resolution. She also commented on the possible future revenue streams required to fund the project asking the Council not raise residents' property taxes. **Mayor Honea** responded that the Town of Marana does not utilize a secondary property tax. Ms. Lucero expressed her support of this project and hopes it will have a positive result.

**William Eldridge** thanked the Council and staff for all the hard work regarding the clean-up efforts. He asked if the Town has done any follow-up regarding an analysis of the in-home residential water filters. Mr. Eldridge also asked the Council to consider providing some financial solutions, like discounted water bills and bottled water delivery, for those residents affected by the contamination.

**Shawna Larson** expressed her concern about the extended timeline to address the contamination. She emphasized the need for a quick solution to address the needs of the more vulnerable residents, elderly, children, and residents with health problems. Ms. Larson also worries that the treatment method employed to clean these contaminants from the water may not adequately clean other smaller chained chemical compounds. She would like the Council and staff to consider providing residents a short term water solution while the treatment facilities are under construction.

*\*\*Council Member Bowen arrived on the dais at 6:59 p.m.*

**Council Member Ziegler** asked for clarification regarding financing and its total timeline for loan repayment. **Mr. Montague** responded that WIFA loans are typically 20 years. Council Member Ziegler followed-up with a question regarding the possibility of a variable interest rate over the life of the loan. Mr. Montague stated the loan rate is fixed over the 20 year term and staff anticipates a rate of about 3 percent.

**Council Member Ziegler** also asked how the water rate structure would be impacted regarding the construction of these treatment facilities. **Mr. Montague** explained the Town will start its formal water rate study in the months to come and it will include the current costs and cost consideration for future needs. The actual calculations of the rate structure will include several operating assumptions that will meet the needs of the utility. He explained that if the Town's goal is to sustain a self-supporting enterprise for water, the most likely rate recommendation would reflect that intended goal. Mr. Montague stated the Town would need to incorporate the on-going operating expenses for the treatment facility into the rate structure. However, he stated that the final rate structure is a policy decision adopted by the Council. Mr. Montague again clarified that adopted rate structure would not apply towards the capital expenses associated with

the construction of the treatment facilities, only for repayment of the debt. Any future rate increase would include the operating expenses the treatment facilities and the necessary debt repayment schedule for the WIFA loan. **Council Member Ziegler** agreed that the rate structure should cover the operating costs of the facilities.

**Council Member Ziegler** asked that the proposed communication plan regarding the project updates include a central location on the website and links back to the Water Department's webpage. Council Member Ziegler again asked staff to make a determination about financially helping residents currently receiving contaminated water during the construction of the treatment facilities.

**Town Attorney Frank Cassidy** advised the Council that the proposed resolution would be modified to include specific mention of 1,4 dioxane.

*Vice Mayor Post motioned to approve the resolution with the inclusion of the new language, with a second provided by Council Member Kai. Motioned passed unanimously, 7-0.*

## **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 Member Officer motioned to adjourn at 7:13 p.m., with a second provided by Council Member Bowen. Motion passed unanimously, 7-0.*

## **CERTIFICATION**

I hereby certify that the foregoing are the true and correct minutes of the study session/presentation of the Marana Town Council held on September 25, 2018. I further certify that a quorum was present.

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Hilary H. Hiser, Interim Town Clerk





MARANA TOWN COUNCIL  
REGULAR COUNCIL MEETING  
MINUTES

11555 W. Civic Center Drive, Marana, Arizona 85653  
Council Chambers October 2, 2018, 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  
John Officer, Council Member  
Roxanne Ziegler, Council Member

MINUTES

**CALL TO ORDER AND ROLL CALL:** Mayor Honea called the meeting to order at 7:00 p.m. Interim Town Clerk Hilary Hiser called the roll. Vice Mayor Post was excused, six council members were present constituting a quorum.

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

**APPROVAL OF AGENDA:** Council Member Bowen motioned to approve the agenda, with a second provided by Council Member Kai. Motion passed 6-0, unanimously.

**CALL TO THE PUBLIC:**

Anthony Cerasani addressed the Council expressing his frustration with a neighbor parking his work vehicle with a trailer on the street and blocking Mr. Cerasani's driveway. Mr. Cerasani contacted the Marana Police Department to have his neighbor cited, but was informed that there was no parking violation. Mr. Cerasani stated he would like the Town to consider adopting a parking waiver to address this issue. He

presented the Council a copy of the response from MPD and also pictures of the parking violation.

**David Morales** asked the Council to consider slowing its annexation plans for future growth. He is concerned about the availability of water to meet the needs of the town's growing population. He cited the impending water issues as an example of the need to slow the Town's growth and take a "time-out".

**Jack Ferguson** thanked the Marana Police Department and other first responders for their service. He reminded the Council the need to provide consistent and timely information related to the water quality issues within the Town. Mr. Ferguson asked the Council to be firm regarding their decisions related to water treatment and emphasized the need for accurate information from the Town. He wants timely and consistent information regarding this process.

## **PROCLAMATIONS**

**P1** Proclaiming October 10, 2018 as Imagine a Day Without Water, an organized effort to highlight the critical importance of reliable access to clean water and the necessary investment in infrastructure that protects this valuable resource (Hilary H. Hiser)

**P2** Proclaiming October 2018 as Domestic Violence Awareness Month and joining those organizations around the State of Arizona working to combat this issue through advocacy and awareness education (Hilary H. Hiser)

## **MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS:**

**Council Member Officer** congratulated staff for the successful Farm Festival event held on September 29, 2018. He noted it was well attended and a welcoming event for families.

**Council Member Ziegler** wanted to respond to Mr. Ferguson's comments regarding open communication related to the water quality issues. Council Member Ziegler read a post from the "Water Quality Taskforce" forum (a group of Marana residents living in the affected areas) using the Nextdoor social media app. The post instructed residents living in the affected areas to contact the Town of Marana to receive a rate discount on their water bill or a financial stipend for bottled water. Council Member Ziegler noted that although she has asked staff to consider some remedy for residents living in the impacted area regarding bottled water, she categorically refuted the possibility of discounting water bills for those living in the affected area. Council Member Ziegler wanted to clarify that the Town will not offer discounted rates for water users in the

area. She expressed concern that residents were receiving misinformation from their neighbors and asked residents using the Nextdoor app to contact Marana staff for correct information. Council Member Ziegler stated that the Council would formally address the bottled water comment and the filtered water comment once staff has made a thorough investigation of the issue.

**Mayor Honea** reported that he and Council Member Comerford attended the Pinewood Derby fundraiser for the Boy Scouts. He and Council Members Comerford and Officer also attended a presentation last week from the Monsanto Company regarding their proposed project. Mayor Honea also attended the Pinal County Mayor's group last week working to strengthen the bonds with Pinal County. Mayor Honea also complimented staff on the Farm Festival event and citizen turnout.

**MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS:** Town Manager **Jamsheed Mehta** informed the Council that the new Council Executive continues to show strong permit application numbers for the month of September. Although the residential permit applications have slowed since the summer months, the overall trend for 2018 is up from 2017.

**Mr. Mehta** noted that since the Council's September 25 Study Session, staff has sent out solicitations for the Request for Proposals for the design and construction management of the treatment facilities. He also stated staff has applied for the Water Infrastructure Finance Authority loan for \$15 million. Mr. Mehta stated that if residents want more accurate information regarding this issue they should contact staff.

**Council Member Bowen** asked if there is an estimated timeline for the RFP, the plant's physical construction, and if that information is available on the website. **Mr. Mehta** responded that staff did present an estimated timeline to the Council at the September 25 Study Session. He indicated that staff can upload that presentation to the website and will periodically track the project's timeline on the website for residents as the project progresses. Council Member Bowen expressed concern that putting the timeline on the website may give residents the false impression that the timeline is a firm guarantee, rather than an estimate.

**Council Member Ziegler** also expressed support for posting the timeline to the Town's website and the water page. She wants to ensure there is some form of on-going communication between the Town and residents regarding the project's progress.

**Mr. Mehta** responded that construction of the treatment facilities is a significant capital project that does require planning prior to construction. He noted that this project has both the contract selection and procurement process occurring concurrently to expedite the planning phase of the project, which is still several months long.

## **PRESENTATIONS**

**CONSENT AGENDA:** *Council Member Kai motioned to approve the consent agenda with a second provided by Council Member Bowen. Motion passed 6-0, unanimously.*

**C1** Resolution No. 2018-092: Relating to Development; approving a release of assurances for Gladden Farms Blocks 7 & 13 and accepting public improvements for maintenance (Keith Brann)

**C2** Resolution No. 2018-093: Relating to Public Works; approving and authorizing the Mayor to execute a Memorandum of Understanding between Pima Association of Governments and the Town of Marana for Programming and Funding of Adonis Road Extension (TIP ID 22.16) (Keith Brann)

**C3** Resolution No. 2018-094: Relating to Administration; approving the transfer of \$200,000 in budgeted expenditure authority from the Half Cent Sales Tax Fund in the fiscal year 2018-2019 budget to the RICO Fund for the purchase of equipment for the Marana Public Safety Facility (Keith Brann)

**C4** Relating to Procurement; ratifying the Town Manager's approval of a change order to the Conveyance System Master Plan (WR014) professional services agreement with HDR Engineering in the amount of \$58,099; authorizing the transfer of appropriations if necessary for the change order; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order (John Kmiec)

**C5** Relating to Procurement; ratifying the Town Manager's approval of a change order to the Tangerine Rd Corridor, I10 to Town (ST021) project construction contract with Tangerine Corridor Constructors in the amount of \$21,300.00 for work at Tangerine Sky Community Park (PK014); authorizing the transfer of appropriations if necessary for the change order; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order (Dan Grossman)

**C6** Approval of the Regular Town Council Meeting Minutes from September 18, 2018 (Hilary H. Hiser)

## **LIQUOR LICENSES**

## **BOARDS, COMMISSIONS AND COMMITTEES**

## **COUNCIL ACTION**



## ITEMS FOR DISCUSSION / POSSIBLE ACTION

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. *No report.*

**EXECUTIVE SESSIONS:** *Council Member Bowen motioned to move to executive session, with a second provided by Council Member Comerford. Motion passed 6-0, unanimously.* The Council left the dais at 7:32 p.m.

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

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

**E2** Executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town's attorneys regarding A.R.S. § 48-724 ("dissolution of district") and Red Hawk Canyon Community Facilities District No. 1, Red Hawk Canyon Community Facilities District No. 2, and Dove Mountain Resort Community Facilities District.

## 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:** The Council returned to the dais from Executive Session at 7:49 p.m. *Council Member Bowen motioned to adjourn the meeting at 7:51 p.m., with a second provided by Council Member Kai. Motion passed 6-0, unanimously.*

## CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on October 2, 2018. I further certify that a quorum was present.

---

Hilary H. Hiser, Interim Town Clerk



## **Council-Regular Meeting**

**L1**

**Meeting Date:** 10/16/2018

**To:** Mayor and Council

**Submitted For:** Hilary H. Hiser, Interim Town Clerk

**From:** Suzanne Sutherland, Executive Assistant to the Town Clerk

**Date:** October 16, 2018

**Subject:** Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a series #4 wholesaler liquor license application submitted by Michael Donald Hurley on behalf of Borderland Spirits LLC, located at 5650 W. Coca Cola Pl., Marana, AZ 85743 (Hilary H. Hiser)

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### **Discussion:**

This application is for a series #4 wholesaler liquor license at Borderland Spirits LLC, 5650 W. Coca Cola Pl., Marana, AZ 85743.

Pursuant to state law, the application was posted at the premises where the business is to be conducted. The posted notice provided that residents within a one mile radius from the premises may file written arguments in favor of or opposed to the issuance of the license with the Town Clerk's Office within 20 days of the posting. Any written arguments received by the Clerk's Office for or against the proposed liquor license are attached to this item and will be submitted to the Department of Liquor Licenses and Control (DLLC).

Town staff has reviewed this application to determine whether the applicant is in compliance with zoning, building and other legal requirements for the business. Additionally, the Marana Police Department has conducted a local background check.

The Town Council must enter an order recommending approval or disapproval of the application within 60 days after filing of the application. Pursuant to state statute, a license will only be issued after a satisfactory showing of the capability, qualifications and reliability of the applicant and "in all proceedings before the town council, the applicant bears the burden of showing that the public convenience requires and that the

best interests of the community will be substantially served by the issuance of a license.”

If the Council’s recommendation is for disapproval, the order must include an attachment stating the specific reasons for the recommendation of disapproval and including a summary of the testimony or other evidence supporting the recommendation.

If the Council enters an order recommending approval of the application, or makes no recommendation, then no hearing before the Arizona state liquor board will take place, unless the director of the DLLC, the liquor board or a resident within a one mile radius from the premises requests a hearing. If the Council enters an order recommending disapproval of the application, or if the director, board or a resident within a one mile radius from the premises requests a hearing, then the state board will hold a hearing regarding the application.

At the hearing, the state board will consider all evidence and testimony in favor of or opposed to the granting of the license. The decision of the board to either grant or deny an application will normally take place within 105 days after the application has been filed, unless the director of the DLLC deems it necessary to extend the time period.

**Staff Recommendation:**

Staff recommends that an order recommending approval be submitted to the DLLC for this liquor license application.

**Suggested Motion:**

OPTION 1: I move to adopt and submit to the DLLC an order recommending approval of a new series #4 wholesaler liquor license application submitted by Michael Donald Hurley on behalf of Borderland Spirits LLC, located at 5650 W. Coca Cola Pl., Marana, Arizona 85743.

OPTION 2: I move to adopt and submit to the DLLC an order recommending disapproval of a new series #4 wholesaler liquor license application submitted by Michael Donald Hurley on behalf of Borderland Spirits LLC, located at 5650 W. Coca Cola Pl., Marana, Arizona 85743.

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**Attachments**

Application  
Affidavit of Posting  
Local Governing Body Recommendation  
Descriptions of Common Types of Liquor Licenses

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7/10/18 18 AR 3 Lgr. Dept PH 2 53

Arizona Department of Liquor Licenses and Control  
800 W Washington 5th Floor  
Phoenix, AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

| DLLC USE ONLY  |         |
|----------------|---------|
| License #      | 28770   |
| Date Accepted: | 8/16/18 |
| CSR:           | Jr      |

Application for Liquor License  
Type or Print with Black Ink

**APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE**  
A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

**SECTION 1 Type of License**

- ☐ Interim Permit  
☒ New License  
☐ Person Transfer (series 6, 7 and 9)  
☐ Location Transfer (series 6, 7 and 9)  
☐ Probate/ Will Assignment/ Divorce Decree (No Fees)  
☐ Seasonal

**SECTION 2 Type of Ownership**

- ☐ J.T.W.R.O.S.  
☐ Individual  
☐ Partnership  
☐ Corporation  
☒ Limited Liability Co  
☐ Club  
☐ Government  
☐ Trust  
☐ Tribe  
☐ Other (Explain) \_\_\_\_\_

**SECTION 3 Type of Privilege**

- ☐ Add Sampling Privilege for Series 9 and 10 only (Complete Sampling Privilege application)  
A.R.S. § 4-206.01 (G), (H), (I) & (L)  
☐ Add Growler privileges (restaurant, series 12, license only. 300-foot restriction applies)  
A.R.S. § 4-207(A) & (B)

1. Type of License (Series of license): Series 4

2. LICENSE # 28770

**SECTION 4 Applicants**

1. Agent's Name: Hurley Michael Donald

2. Individual/Owner Name: Borderland Spirits LLC

(Ownership name for type of ownership checked in section 2)

3. Business Name (Doing Business As-DBA): Borderland Spirits

4. Business Location Address: 5650 W Coca Cola Pl, Marana, AZ 85743

(Do not use PO Box)

Street

City

State

Zip Code

County

5. Mailing Address: \_\_\_\_\_

(All correspondence will be mailed to this address)

Street

City

State

Zip Code

6. Business Phone: 5039532665

Daytime Contact Phone: 503 953 2665

7. Email Address: mh@borderlandspirits.com

8. Is the Business located within the incorporated limits of the above city or town? ☒ Yes ☐ No

If you checked no, in what City, Town, County or Tribal/Indian Community is this business located? Pima, Marana

9. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) \$ \_\_\_\_\_

Fees: \$100.00  
Application

Interim Permit

Department Use Only

Site Inspection

current  
Finger Prints

\$ 100.00  
Total of All Fees



**SECTION 5 Interim Permit**

If you intend to operate business while the application is pending, you will need an interim permit pursuant to A.R.S. §4-203.01. For approval of an interim permit:

- There **must** be a valid license of the same series issued to the current location you are applying for, **OR**
- A Hotel/Motel license is being replaced with a restaurant license pursuant to A.R.S. §4-203.01(A)

1. Enter license number currently at the location: \_\_\_\_\_

2. Is the license currently in use? ☐ Yes ☐ No If no, how long has it been out of use? \_\_\_\_\_

**NOTARY**

I (Print Full Name) \_\_\_\_\_ hereby declare that I am the Agent, Current Owner, or Controlling Person on the stated license and location.

Signature: \_\_\_\_\_ State of \_\_\_\_\_ County of \_\_\_\_\_  
The foregoing instrument was acknowledged before me this

My Commission Expires on: \_\_\_\_\_ Date \_\_\_\_\_ Day of \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

**SECTION 6 Background Check**

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD, AND \$22 PROCESSING FEE PER CARD.

1. If the applicant is an entity, and not an individual, answer questions 1a-b.

a) Date Incorporated/Organized: 09/29/2018 <sup>2017</sup> State where Incorporated/Organized: AZ

b) AZ Corporation or AZ L.L.C. File No: L22231550 Date authorized to do business in AZ: 10/03/17 ~~07/01/2018~~

2. List any individual or entity that owns a beneficial interest of 10% or more and/or controls the applicant or licensee. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure. Attach additional sheets as needed. Disclose all controlling persons and members, shareholders or general partners who own a beneficial interest of 10% or more of the applicant or licensee.

| Last                         | First   | Middle | Title   | %Owned | Mailing Address | City | State | Zip |
|------------------------------|---------|--------|---------|--------|-----------------|------|-------|-----|
| Hurley                       | Michael | Donald | Manager | 98     |                 |      |       |     |
|                              |         |        |         |        |                 |      |       |     |
|                              |         |        |         |        |                 |      |       |     |
| No one else owns 10% or more |         |        |         |        |                 |      |       |     |

(Attach additional sheet if necessary)

**SECTION 7 Probate, Receiver, Bankruptcy Trustee, Assignment, or Divorce Decree of an existing liquor license A.R.S. §4-204**

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD, AND \$22 PROCESSING FEE PER CARD.

1. Current Licensee's Name: \_\_\_\_\_

(Exactly as it appears on the license) Last First Middle

2. Assignee's Name: \_\_\_\_\_

Last First Middle

3. License Number: \_\_\_\_\_

**ATTACH A COPY OF THE DOCUMENT THAT SPECIFICALLY ASSIGNS THE LIQUOR LICENSE TO THE ASSIGNEE.**

**SECTION 8 Government (for Cities, Towns or Counties only)**

1. Government Entity: \_\_\_\_\_
2. Person/Designee: \_\_\_\_\_  
Last First Middle Daytime Contact Phone #

**SECTION 9 Person to Person Transfer ARS§4-203(C), (D), (G)  
(Bar and Liquor Stores only – Series 06, 07, and 09)**

1. License #: \_\_\_\_\_
2. Individual Owner/Agent Name: \_\_\_\_\_  
Last First Middle
3. Ownership Name: \_\_\_\_\_  
(Exactly as it appears on the license)
4. Current Business Name: \_\_\_\_\_  
(Exactly as it appears on the license)
5. Business Location Address: \_\_\_\_\_  
Street City State County Zip
6. Current Daytime Phone: \_\_\_\_\_ Primary Email Address: \_\_\_\_\_
7. Does current licensee intend to operate the business while this application is pending? ☐ Yes ☐ No
8. I, (Signature): \_\_\_\_\_ authorize the transfer of this license to the applicant.

**NOTARY**

I (Print Full Name) \_\_\_\_\_ hereby declare that I am the Individual Agent, Owner,  
Or Controlling Person on the stated license and location.

Signature: \_\_\_\_\_ State of \_\_\_\_\_ County of \_\_\_\_\_  
The foregoing instrument was acknowledged before me this

My Commission Expires on: \_\_\_\_\_ Date \_\_\_\_\_ Day of \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

**SECTION 10 Location Transfer– Current Licensee Information ARS§4-203(C), (D), (G)  
(Bar and Liquor Stores only – Series 06, 07, and 09)**

1. Current Business: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
(exactly as it appears on license)
2. New Business: Name: \_\_\_\_\_  
Address: \_\_\_\_\_

**SECTION 11 Proximity to Church or School - Questions to be completed by 6, 7, 9, 10 and 12G applicants.**

**A.R.S. §4-207.** (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12), or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.

**The above paragraph DOES NOT apply to:**

- a) Restaurants that do not sell growlers (A.R.S. §4-205.02) Series 12
- b) Hotel/motel license (A.R.S. §4-205.01) Series 11
- c) Microbrewery (A.R.S. §4-205.08) Series 03
- d) Craft Distillery (A.R.S. §4-205.10) Series 18

- e) Government license (A.R.S. §4-205.03) Series 05
- f) Playing area of a golf course (A.R.S. §4-207 (B)(5))
- g) Wholesaler/Distributor Series 04
- h) Farm Winery Series 13
- i) Producer Series 01

1. Distance to nearest School: \_\_\_\_\_ Name of School: \_\_\_\_\_  
(If less than one (1) mile, note footage) Address: \_\_\_\_\_
2. Distance to nearest Church: \_\_\_\_\_ Name of Church: \_\_\_\_\_  
(If less than one (1) mile, note footage) Address: \_\_\_\_\_

**SECTION 12 Business Financials A.R.S. §4-202(F)**

**1. I am the:**

- ☒ Tenant: a person who holds the lease of a property; a lessee.
- ☐ Sub-tenant: a person who holds a lease which was given to another person (tenant) for all or part of a property.
- ☐ Owner
- ☐ Purchaser
- ☐ Management Company

2. If the premises is leased give lessors: Name: Continental Ranch Storage  
Address: 5650 Coca Cola Pl, Marana AZ 85743  
Street City State Zip

3. What is the penalty if the lease is not fulfilled? \$ 100.00 or Other: \_\_\_\_\_

4. Total money borrowed for the Business, not including lease? \$ 0.0

Please List Lenders/People you owe money to for business.

| Last | First | Middle | Amount Owed | Mailing Address | City | State | Zip |
|------|-------|--------|-------------|-----------------|------|-------|-----|
|      |       |        |             |                 |      |       |     |
|      |       |        |             |                 |      |       |     |
|      |       |        |             |                 |      |       |     |

(Attach additional sheet if necessary)

5. Has a license or a transfer license for the premises on this application been denied by the state within the past year?

☐ Yes ☒ No

If yes, attach explanation.

6. Does any spirituous liquor manufacturer, wholesaler, or employee have an interest in your business?

☐ Yes ☒ No

If yes, attach explanation.

### **SECTION 13 Diagram of Premises**

Check ALL boxes that apply to your business:

☐ Walk-up or drive-through windows .

☐ Patio: Contiguous

☐ Patio: Non-Contiguous within 30 feet

1. Is your licensed premises now closed due to construction, renovation or redesign or rebuild?

☐ Yes ☒ No If yes, what is your estimated completion date? \_\_\_\_/\_\_\_\_/\_\_\_\_

2. What type of business will this license be used for? (be Specific) Liquor Storage

3. **Please attach a diagram of the premises** which clearly shows only the areas where spirituous liquor will be sold, served, consumed, dispensed, possessed or stored. Include entrances, exits, interior walls, bar areas, dining areas, dance floor, stage, game room and kitchen.

## **DO NOT INCLUDE**

Parking lots, living quarters or areas where business is not conducted under this liquor license. Please identify which orientation is North on the diagram.

4. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed areas such as parking lots, living quarters, etc.

# **ATTACH DIAGRAM**

**IMPORTANT NOTE:** As stated in A.R.S. §4-207.01 (B), it is the licensee's responsibility to notify the Department of Liquor Licenses and Control when there are changes to the service areas or the square footage of the licensed premises, either by increase or decrease.

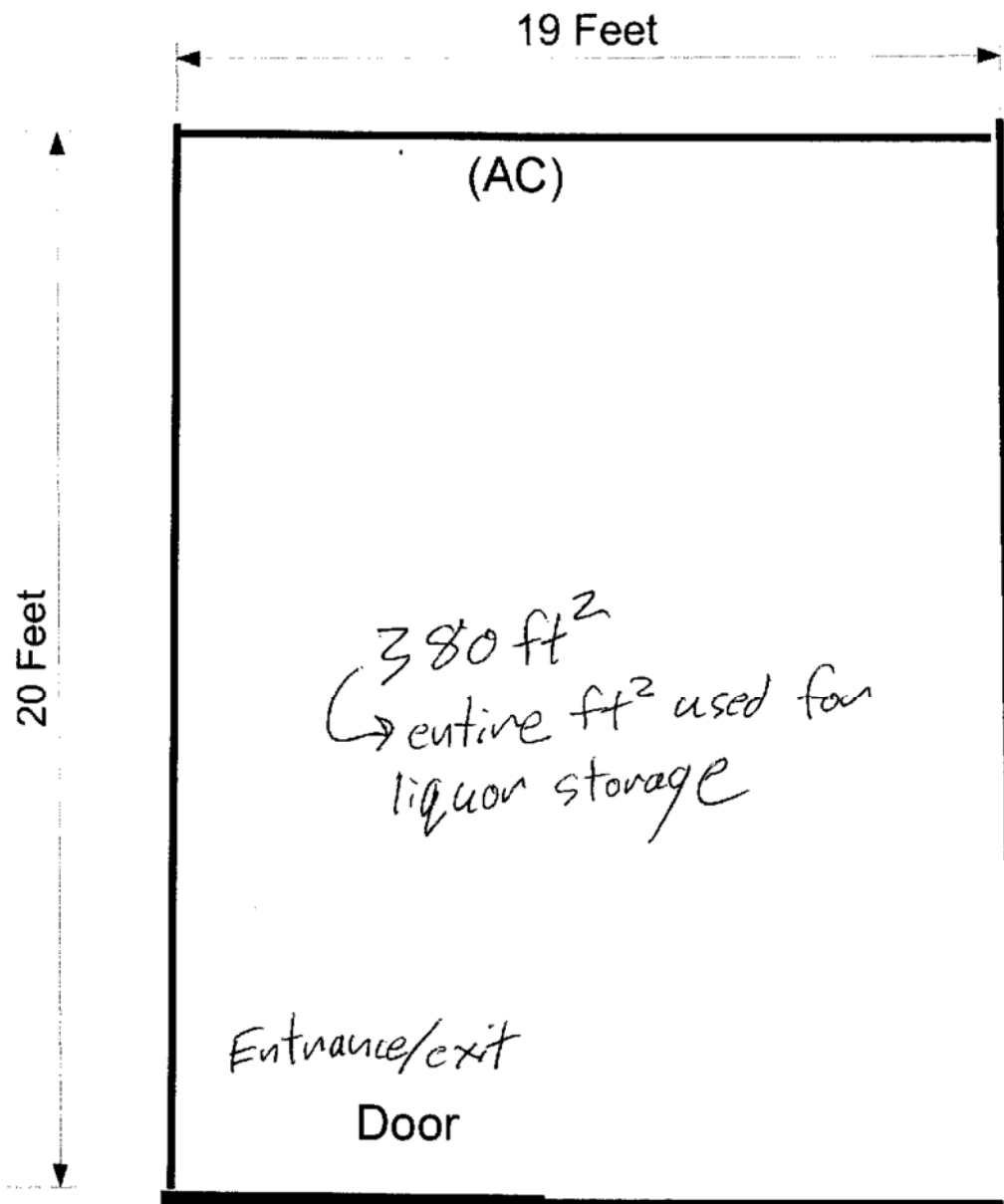
### **RESTAURANTS AND HOTELS/MOTELS ONLY**

**(IMPORTANT NOTE:** A site inspection must be conducted prior to activation of the license. A \$50.00 fee for the inspection will be due and payable upon submitting this application.)

5a. Provide a detailed drawing of the kitchen and dining areas, including the locations of all kitchen equipment and dining furniture. These are required as part of the diagram. A.R.S. §4-205.02(C)

5b. Provide a restaurant operation plan.





Dimensions of Unit 65  
~~(Lease begins 8/01/18)~~

**Continental Ranch Self Storage**

5650 W Coca Cola Pl

Tucson AZ 85712

**SECTION 14 SIGNATURE BLOCK**

**NOTARY**

I (Print Full Name) Michael Donald Hurley hereby declare that I am the Individual Agent, Owner, Or Controlling Person on the stated license and location.

Signature: [Signature] State of Arizona County of Maricopa  
The foregoing instrument was acknowledged before me this

My Commission Expires on:



5 Day of July, 2018  
Day Month Year

[Signature]  
Signature of Notary

**A.R.S. §41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice**

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



Arizona Department of Liquor Licenses and Control  
800 W Washington 5th Floor  
Phoenix, AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: 8/22/2018 Date of Posting Removal: 9/10/18

Applicant's Name: Hurley Michael Donald  
Last First Middle

Business Address: 5650 W. Coca Cola Pl Marana 85743  
Street City Zip

License #: 28770

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Elton Burns, Jr. Housing Specialist 520-990-2496  
Print Name of City/County Official Title Phone Number

Elton Burns Jr 8/22/2018  
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents. If you have any questions please call (602) 542-5141 and ask for the Licensing Division.



Arizona Department of Liquor Licenses and Control  
800 W Washington 5th Floor  
Phoenix, AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

Local Governing Body Recommendation  
A.R.S. § 4-201(C)

1. City of Town of: Town of Marana Liquor License Application #: 28770  
(Circle one) (Arizona application #)
2. County of: Pima City/Town/County #: 2018-23
3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),  
\_\_\_\_\_  
(Name of entertainment district) (Date of resolution to create the entertainment district)
- A boundary map of entertainment district must be attached.
4. The Marana Town Council at a Regular meeting held on the 16th of  
(Governing body) (Regular or special) (Day)  
October, 2018 considered the application of Michael Donald Hurley  
(Month) (Year) (Name of applicant)  
for a license to sell spirituous liquor at the premises described in application 28770,  
(Arizona liquor license application #)  
for the license series #: type Series #4: Wholesaler as provided by A.R.S §4-201.  
(i.e.: series #10: beer & wine store)

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Michael Donald Hurley  
(Name of applicant)  
to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended  
for \_\_\_\_\_  
(Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department  
of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona.

Dated at \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Location) (Day) (Month) (Year)

\_\_\_\_\_  
(Printed name of city, town or county clerk)

\_\_\_\_\_  
(Signature of city, town or county clerk)

#### Series 4 Wholesaler

This non-transferable liquor license allows a wholesaler to warehouse, sell and distribute all types of spirituous liquor (beer, wine, distilled spirits) to Arizona-licensed retailers.

#### Series 6 Bar

The bar (series 6) liquor license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale retail privileges. This license allows a bar retailer to sell and serve all types of spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A retailer with off-sale ("To Go") privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. A.R.S. § 4-206.01.F. states that after January 1, 2011, the off-sale privileges associated with a bar license shall be limited to no more than 30% of the total annual sales receipts of liquor by the licensee at that location. Payment must be made no later than the time of delivery. Off-sale ("To Go") package sales of spirituous liquor can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the ones provided for the bar. A hotel or motel with a Series 6 license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is by a key or magnetic card device and not furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m.

#### Series 7 Beer and Wine Bar

The beer and wine bar (series 7) liquor license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale retail privileges. This license allows a beer and wine bar retailer to sell and serve beer and wine (no other spirituous liquors), primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A retailer with off-sale ("To Go") privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. A.R.S. § 4-206.01.F. states that after January 1, 2011, the off-sale privileges associated with a bar license shall be limited to no more than 30% of the total annual sales receipts of liquor by the licensee at that location. Off-sale ("To Go") package sales can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the one provided for the bar. Payment must be made no later than the time of delivery.

#### Series 9 Liquor Store

The liquor store (series 9) license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows a spirituous liquor store retailer to sell all types of spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 9 (liquor store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form.



#### Series 10 Beer and Wine Store

This non-transferable, off-sale retail privileges liquor license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 10 (beer and wine store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form.

#### Series 11 Hotel/Motel

This non-transferable, on-sale retail privileges liquor license allows the holder of a hotel/motel license to sell and serve all types of spirituous liquor solely for consumption on the premises of a hotel or motel that has a restaurant where food is served on the premises. The restaurant on the licensed premises must derive at least forty percent (40%) of its gross revenue from the sale of food. The holder of this license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is provided by a key or magnetic card device and may not be furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m.

#### Series 12 Restaurant

This non-transferable, on-sale retail privileges liquor license allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.



## **Council-Regular Meeting**

**A1**

**Meeting Date:** 10/16/2018

**To:** Mayor and Council

**From:** Ryan Fagan, Planner

**Date:** October 16, 2018

**Strategic Plan Focus Area:**

Not Applicable

**Subject:** PUBLIC HEARING: Ordinance No. 2018.019: Relating to Development; amending Marana Town Code Title 17 (Land Development Code) section 17-6-4 (height of buildings and structures) to delete existing language generally requiring building setbacks to be equal to or greater than the building height and to add language allowing additional height for ornamental elements of buildings and structures; and establishing an effective date (Ryan Fagan)

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### **Discussion:**

Many local jurisdictions in Arizona and throughout the United States have zoning height exceptions for ornamental elements such as clock towers and steeples, with design and location limitations to preserve views and neighborhood character. Marana does not currently have exceptions for ornamental elements.

Architect Bruce Call has applied for an amendment to Title 17 (Land Development Code) section 17-6-4 (height of buildings and structures) of the Town Code to allow additional height for ornamental elements of buildings and structures. Although not included in Mr. Call's application, staff also recommends deleting existing language in Section 17-6-4 that generally requires setbacks to equal or exceed building heights. This existing language conflicts with Mr. Call's proposed amendment and with other existing sections of the Land Development Code.

The Planning Commission heard two versions of the proposed amendment at a public hearing on September 26, 2018. Both versions of the amendment proposed to allow ornamental elements exceptions to height limits in all zones, subject to conditions. Staff's version of the amendment limited the height of ornamental elements to no greater than their distance from the closest property line. Mr. Call's version included this limit,

but allowed exceptions with approval of a conditional use permit. The Planning Commission unanimously voted 5-0 (with Commissioners Hill and Miller absent) to recommend approval of Mr. Call's version. Town staff is now proceeding to Council with Mr. Call's version as recommended by the Planning Commission.

**Staff Recommendation:**

Staff recommends the adoption of Ordinance No. 2018.019, approving an amendment to Town Code section 17-6-4 (height of buildings and structures) to add a height exception for ornamental elements of buildings and structures and to delete existing conflicting language.

**Suggested Motion:**

I move to adopt Ordinance No. 2018.019, approving an amendment to Town Code section 17-6-4 (height of buildings and structures) to add a height exception for ornamental elements of buildings and structures and to delete existing conflicting language.

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**Attachments**

Ordinance No. 2018.019  
LDC Height Exception Diagram  
LDC Height Exception Amendment TC

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## MARANA ORDINANCE NO. 2018.019

RELATING TO DEVELOPMENT; AMENDING MARANA TOWN CODE TITLE 17 (LAND DEVELOPMENT CODE) SECTION 17-6-4 (HEIGHT OF BUILDINGS AND STRUCTURES) TO DELETE EXISTING LANGUAGE GENERALLY REQUIRING BUILDING SETBACKS TO BE EQUAL TO OR GREATER THAN THE BUILDING HEIGHT AND TO ADD LANGUAGE ALLOWING ADDITIONAL HEIGHT FOR ORNAMENTAL ELEMENTS OF BUILDINGS AND STRUCTURES; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS the revisions adopted by this ordinance were the subject of a September 26, 2018, Marana Planning Commission public hearing and received a recommendation of approval by a vote of five in favor and none opposed, with the recommendation that exceptions to building height limits be allowed in all zones as an outright permitted use subject to restrictions, with additional height and reduced setbacks allowed as a conditional use; and

WHEREAS the Mayor and Council of the Town of Marana find that the revisions adopted by this ordinance are in the best interest of the Town of Marana and the general public.

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

SECTION 1. Section 17-6-4 (Height of buildings and structures) of the Marana Town Code is amended as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining):

### **17-6-4 Height of buildings and structures**

~~No building or structure, with the exception of a fence or wall that is not higher than six feet in height and which is not part of a building, shall be allowed to extend to a height greater than the shortest distance for the base of the building or structure to the nearest point on the closest property line of the lot on which said building or structure is situated.~~

A. Additional height is allowed for ornamental elements of buildings and structures such as belfries, clock towers, cupolas, domes, spires, and steeples, subject to the following provisions:

1. The element is an integral part of the building's architecture.
2. The element is not for human occupancy.

3. The element is not used for signage.
  4. The element shall be set back at least one foot from all property lines for every foot of height above finished grade. Where the zoning setback exceeds the height of the element, the zoning setback shall apply.
  5. Elements higher than 50% above the zoning height limit, or that do not conform to the increased setbacks specified in section 17-6-4.A.4., shall:
    - a. require a conditional use permit
    - b. require a viewshed and shadow analysis showing the impact on nearby properties
    - c. have a combined footprint not exceeding 25% of the roof area of the principal building
  6. Lighting or direct illumination of any part of the element above the zoning height limit shall require a conditional use permit.
- B. Multiple architectural elements may be considered separately when determining setbacks and the applicability of section 17-6-4.A.5.

SECTION 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed as of the effective date of this ordinance; provided, however, that this repeal shall not affect the rights and duties that matured or penalties that were incurred and proceedings that were begun before the effective date of the repeal.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 4. This ordinance shall become effective on November 16, 2018.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16<sup>th</sup> day of October, 2018.

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Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

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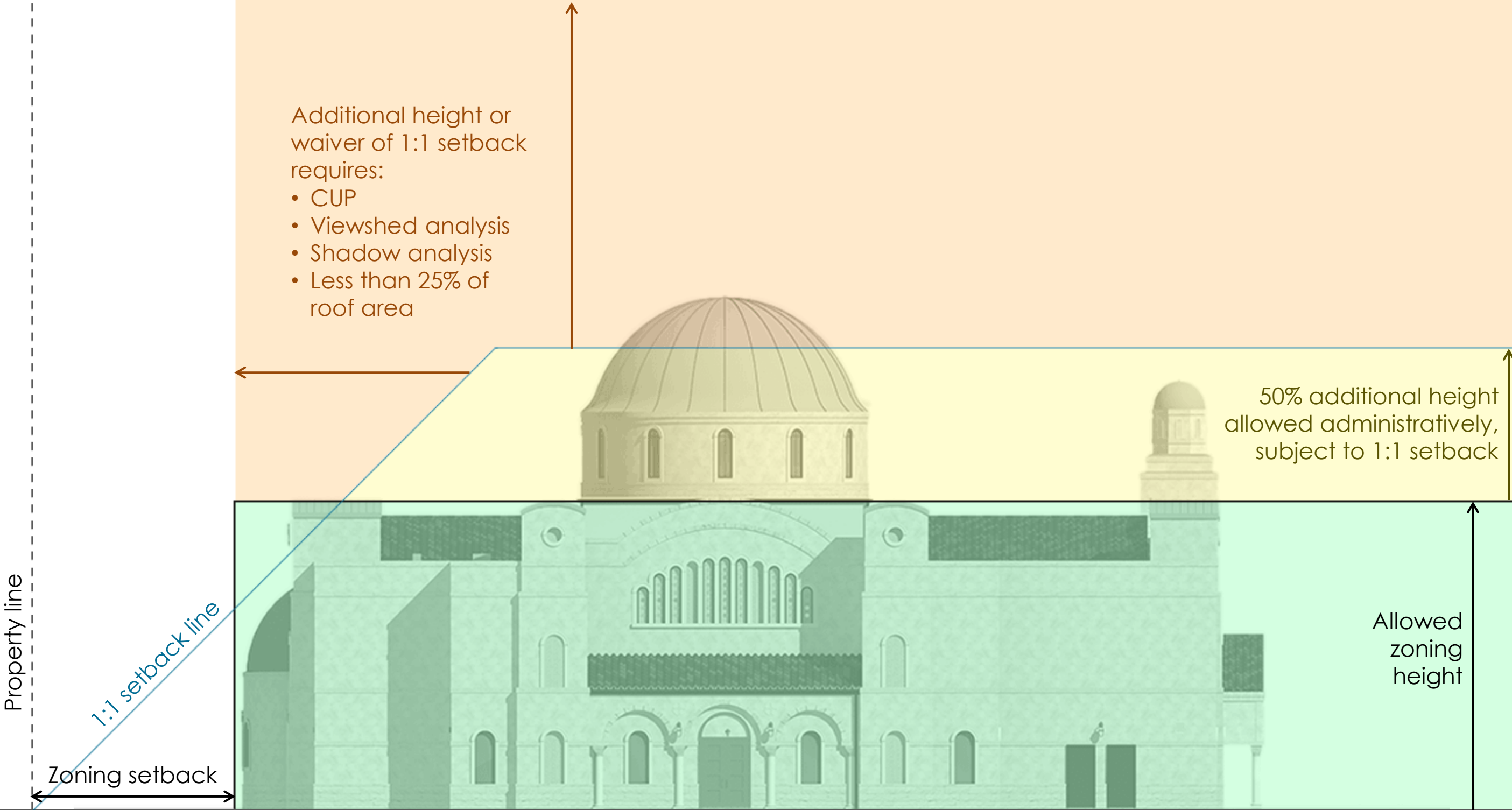
Hilary H. Hiser, Interim Town Clerk

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Frank Cassidy, Town Attorney



Amendment to Section 17-6-4 of the Town Code (Height of Buildings and Structures)  
Title 17 (Land Development Code)





# **PCM1808-002**

## **Amendment to Section 17-6-4 of the Town Code (Height of Buildings and Structures) Title 17 (Land Development Code)**

Ryan Fagan, Planner

Town Council – October 16, 2018

## **Request:** Allow exceptions to zoning height limits in all zones

### **Existing code**

- No building or structure height exception

### **Proposed amendment**

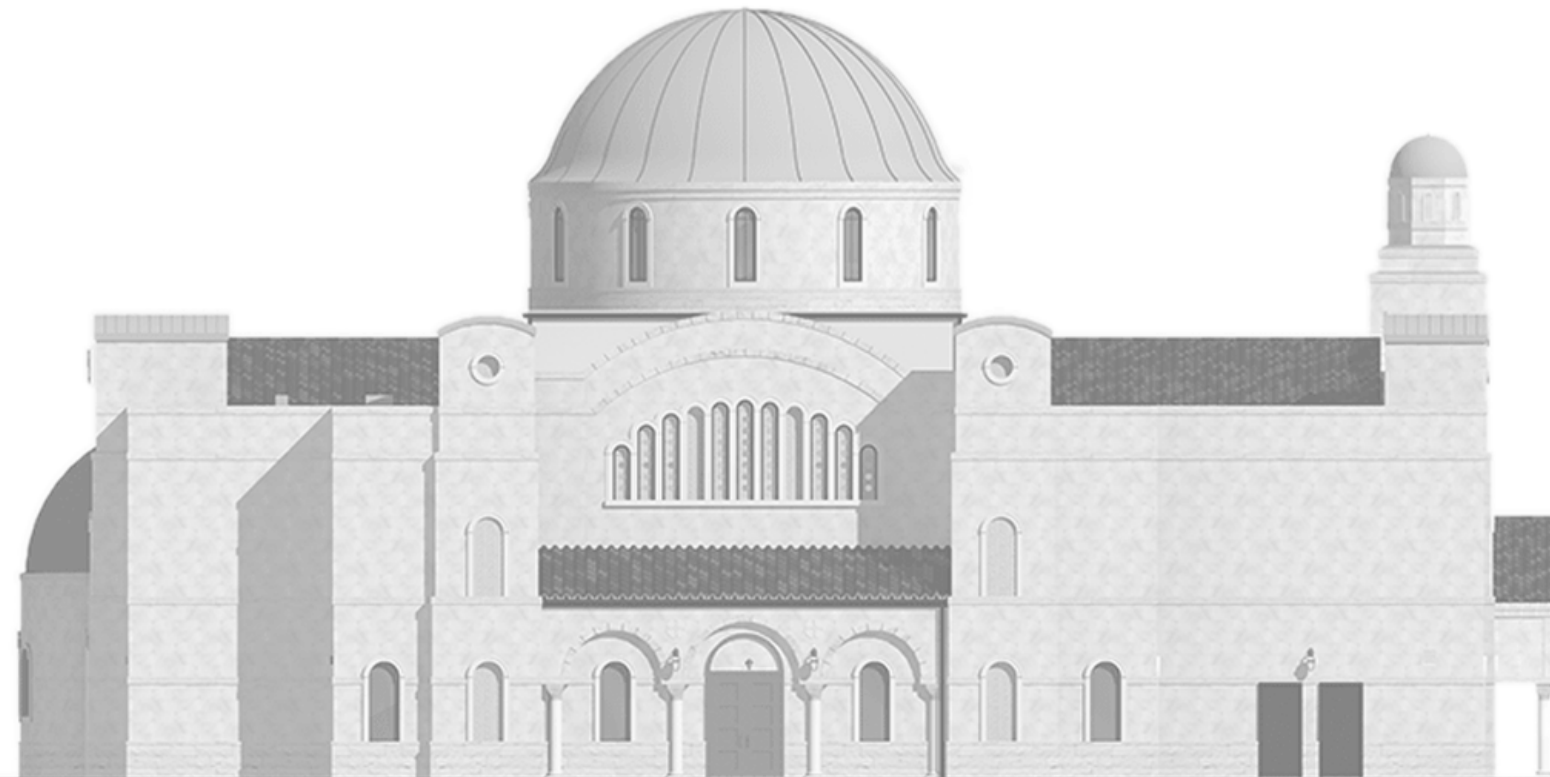
- Exception for ornamental elements of buildings only
- Must be an integral part of building's architecture
- No human occupancy
- No signage
- Any lighting above zoning height requires CUP
- Up to 50% above zoning height limit with increased setback
- Further increases and waiver of increased setbacks with CUP + other requirements



# Other Jurisdictions' Height Exceptions

- **Pima County and Sahuarita**
  - Public/quasi-public buildings: up to 44 feet total allowed, with **increase in building setback of one foot for every one foot** of height over zoning limit
  - Chimneys, cupolas, etc. exempted
- **Oro Valley**
  - Certain elements allowed extra 7-10 feet in commercial zones
  - No extra height in residential zones
- **Queen Creek**
  - Belfries, cupolas, steeples, spires, domes, chimneys, and other elements exempted
- **Tucson**
  - Spires, cupolas, belfries, clock towers, domes, etc. allowed extra 10 feet
  - **More than 10 extra feet requires special exception procedure** and design review board recommendation
- **Phoenix**
  - Spires, belfries, cupolas, domes, chimneys, and other elements exempted
- **Surprise**
  - Ornamental features exempted; **building set back at least one foot for each foot over zoning height**
- **Marshfield, WI**
  - Public/semi-public buildings: up to 75 feet, with **2 feet of building setback for every 1 foot of height over 40 feet.**
- **Bend, OR**
  - Extra 10 feet allowed for spires, steeples, chimneys, etc. in commercial zones
- **Santa Monica, CA**
  - Varies; +10 feet allowed for spires, domes, cupolas, etc.
  - **Maximum 10% coverage of building roof area**

Property line →



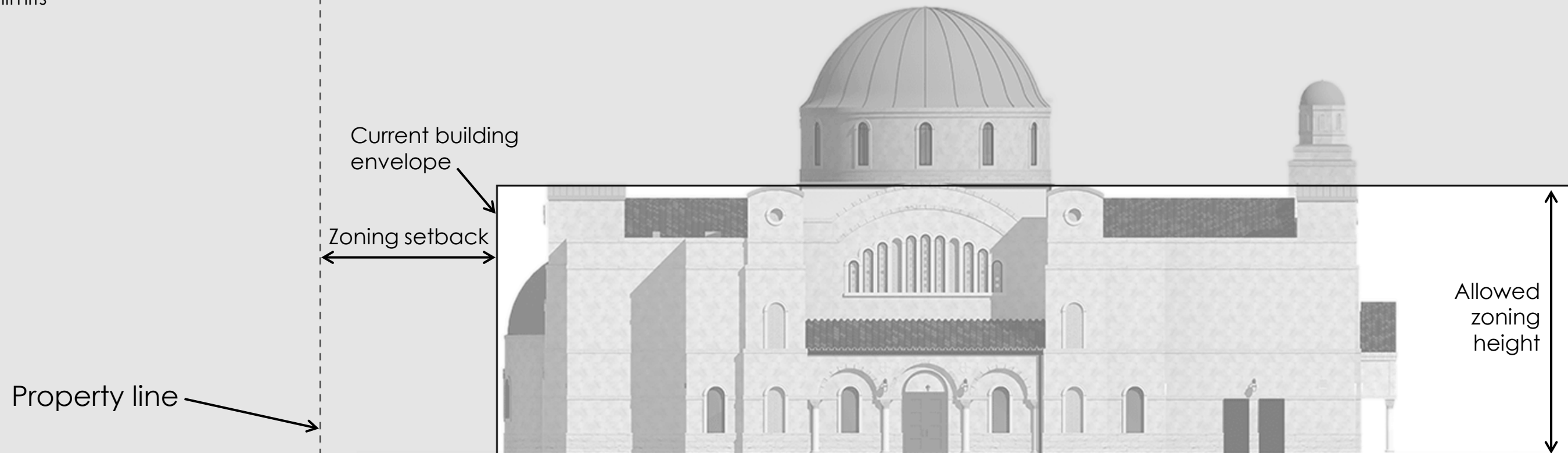
*For illustrative purposes only. Not a proposed project.*



# Example

- **Existing code**

- No exceptions to zoning height limits

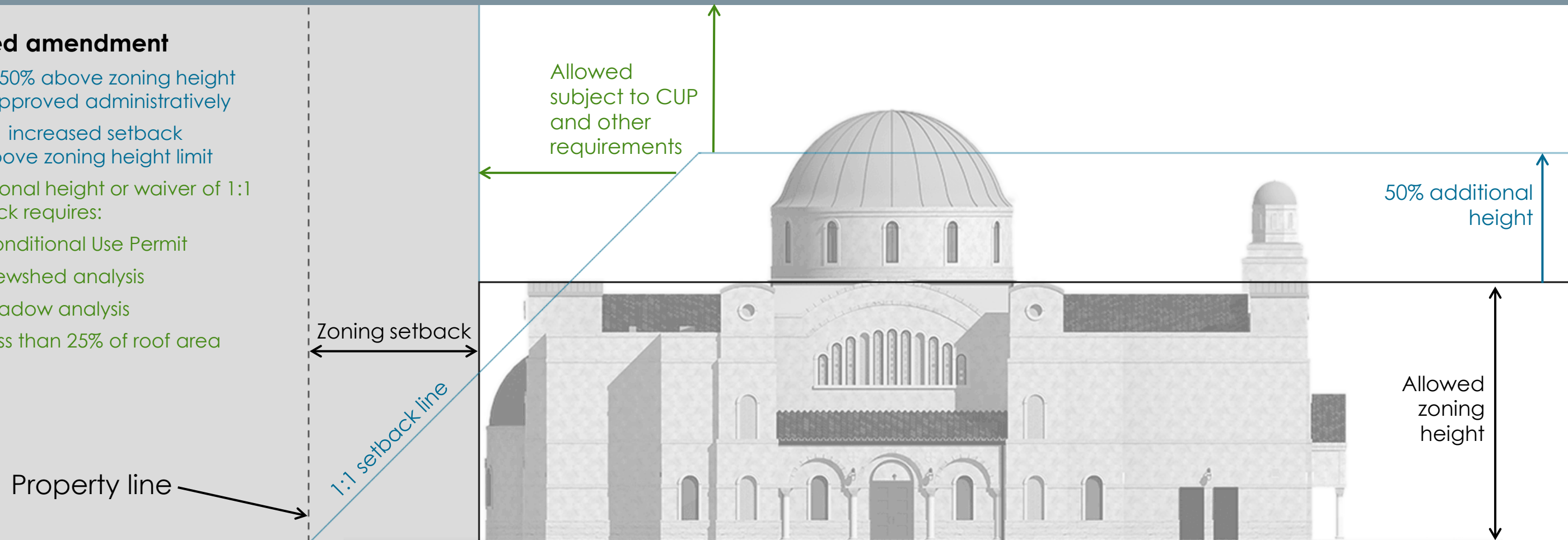


*For illustrative purposes only. Not a proposed project.*

# Example

## • Proposed amendment

- Up to 50% above zoning height limit approved administratively
  - 1:1 increased setback above zoning height limit
- Additional height or waiver of 1:1 setback requires:
  - Conditional Use Permit
  - Viewshed analysis
  - Shadow analysis
  - Less than 25% of roof area



*For illustrative purposes only. Not a proposed project.*



## Council-Regular Meeting

A2

**Meeting Date:** 10/16/2018

**To:** Mayor and Council

**From:** Starla Anderson, Deputy Finance Director

**Date:** October 16, 2018

**Strategic Plan Focus Area:**  
Community

### Strategic Plan Focus Area Additional Info:

Under Principle Statement 1, Initiative 2(a) provides that the Town shall provide a responsive, community and service-oriented professional police department and ensure facilities and support areas are consistent with best practices and professional norms.

**Subject:** Ordinance No. 2018.020: Relating to Transaction Privilege Tax; amending the Town Tax Code by decreasing the tax rate on certain activities by one-half cent; amending Sections 8-460 (Retail sales; measure of tax; burden of proof; exclusions) and 8-610 (Use tax: imposition of tax; presumption) of the Town Tax Code by repealing Local Option V of the Model City Tax Code which established a two-tiered tax structure for certain sales/purchases; and designating an effective date (Starla Anderson)

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### Discussion:

At the July 1, 2014, Council Meeting, Council requested a public outreach plan be developed explaining the need and funding options for a police facility. The plan was presented to Council at the August 12 Study Session and Council directed staff to implement the public outreach/education plan as proposed.

On February 17, 2015, Council approved Resolution 2015-020 which directed Town staff to initiate the process to adopt a dedicated one-half percent sales tax to be used for the design and construction, and fixtures, furniture and equipment for a new police department building with an effective date of July 1, 2015 for the new tax.

On April 28, 2015, Council approved Ordinance 2015.011 which did the following:

1. Increased the transaction privilege tax rate by one-half percent on all classifications except: Construction Contracting under Town Tax Code Sections 8-415, 8-416, 8-417; Hotel/Motel – Additional Tax under Town Tax Code Section 8-447, and;

Mining under Town Tax Code Section 8-432.

2. Adopted Local Option V of the Model City Tax Code to impose a two-level tax structure on sales/purchases of "big-ticket" items and cause the portion of any single item purchase over \$5,000 to be taxed at the lower tax rate (2%).
3. Required that the Finance Director notify the Arizona Department of Revenue to cease collection of the increase at the earliest opportunity after \$18,000,000 is collected pursuant to the sales tax increase.
4. Required that the proceeds from the tax increase be placed in a newly established fund for the design and construction, and fixtures, furniture and equipment for the new police department building.
5. Provided that if the Town collects more money pursuant to the tax increase adopted by this ordinance than is necessary for the design and construction, and fixtures, furniture and equipment for the new police department building, the Town shall use the excess proceeds for other costs related to the new police building, including but not limited to, operating costs, landscaping, and design and construction of drainage improvements.
6. Set an effective date of July 1, 2015 for the tax rate increase.
7. Authorized Town staff to perform all actions necessary to give effect to the ordinance.

The approval of tonight's ordinance will fulfill Council's commitment to repeal the temporary half percent sales tax when the targeted amount of revenue is collected for the police facility. Based on current collections and conservative projections, staff believes that the collection of \$18,000,000 will be met with the December 2018 sales tax collections. A summary of collections to date is included in the agenda materials. Thus, staff recommends repealing the half percent sales tax effective January 1, 2019.

As previously directed, any collections in excess of \$18,000,000 will be used for other costs related to the new police building, including but not limited to, operating costs, landscaping, and design and construction of drainage improvements.

If the ordinance is approved, staff will provide notice to the Municipal Tax Code Commission and the Arizona Department of Revenue within 10 days of approval (A.R.S. §42-6053(E)).

#### **Financial Impact:**

|               |               |
|---------------|---------------|
| Fiscal Year:  | 2019          |
| Budgeted Y/N: | Y             |
| Amount:       | \$2.5M - \$3M |

Based upon current collections and conservative estimates from the independent tax analysis and forecast report by Elliott D. Pollack & Company, the Town anticipates that the one-half percent sales tax will generate the remaining portion of the targeted \$18 Million with the December 2018 collections. The amount to be collected in the current fiscal year is estimated to be \$2.5 million to \$3 million.

#### **Staff Recommendation:**

Staff recommends approval of the proposed ordinance.

**Suggested Motion:**

I move to adopt Ordinance No. 2018.020, amending the Town Tax Code by decreasing the tax rate on certain activities by one-half cent; amending Sections 8-460 and 8-610 of the Town Tax Code by repealing Local Option V of the Model City Tax Code which established a two-tiered tax structure for certain sales/purchases; and designating an effective date.

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**Attachments**

Ordinance No. 2018.020  
Half Cent Collections

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## MARANA ORDINANCE NO. 2018.020

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RELATING TO TRANSACTION PRIVILEGE TAX; AMENDING THE TOWN TAX CODE BY DECREASING THE TAX RATE ON CERTAIN ACTIVITIES BY ONE-HALF CENT; AMENDING SECTIONS 8-460 (RETAIL SALES; MEASURE OF TAX; BURDEN OF PROOF; EXCLUSIONS) AND 8-610 (USE TAX; IMPOSITION OF TAX; PRESUMPTION) OF THE TOWN TAX CODE BY REPEALING LOCAL OPTION V OF THE MODEL CITY TAX CODE WHICH ESTABLISHED A TWO-TIERED TAX STRUCTURE FOR CERTAIN SALES/PURCHASES; AND DESIGNATING AN EFFECTIVE DATE

WHEREAS A.R.S. §42-6002 provides a procedure for the levy of transaction privilege taxes by a city or town; and

WHEREAS A.R.S. §9-240 provides that the Town Council shall have control of the finances of the town; and

WHEREAS the Town Council has adopted the Model City Tax Code as defined by A.R.S. §42-6051; and

WHEREAS the Town Council adopted title 8 of the Marana Town Code, adopting the tax code of the Town of Marana ("Town Tax Code") and any amendments to it via Ordinance No. 96.03; and

WHEREAS the Model City Tax Code includes an optional Local Option V establishing a two-tiered tax structure for certain sales/purchases; and

WHEREAS on April 28, 2015, the Town Council adopted Ordinance No. 2015.011 amending the Town Tax Code to adopt a dedicated one-half cent sales tax for the design and construction, and fixtures, furniture and equipment for a new police department building, and to adopt Local Option V of the Model City Tax Code; and

WHEREAS Section 3 of Ordinance No. 2015.011 provides that when the Town has collected \$18,000,000 pursuant to the sales tax increase, the Finance Director shall notify the Arizona Department of Revenue to cease collection of the increase at the earliest opportunity, in accordance with legal and administrative requirements then in effect; and

WHEREAS the Town anticipates that it will reach \$18,000,000 in collections pursuant to the sales tax increase set forth in Ordinance No. 2015.011 as of the December 2018 sales tax collections; and

WHEREAS the Town Council finds that it is in the best interests of the community to amend the Town Tax Code to repeal the sales tax increase set forth in Ordinance

No. 2015.011, and to repeal Local Option V of the Model City Tax Code pursuant to the terms of this ordinance.

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

SECTION 1. The tax rate for all activities taxed in the Town Tax Code, except those activities listed in this section, is hereby decreased by one-half cent. The tax rate in each of the following sections of the Town Tax Code shall not be decreased pursuant to this ordinance:

- A. Construction Contracting under Town Tax Code Sections 8-415, 8-416, 8-417
- B. Hotel/Motel – Additional Tax under Town Tax Code Section 8-447
- C. Mining under Town Tax Code Section 8-432

SECTION 2. The Town hereby repeals Local Option V of the Model City Tax Code as follows:

A. Section 8-460 of the Town Tax Code (Retail sales; measure of tax; burden of proof; exclusions) is hereby amended to delete paragraph (d) as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining):

**Sec. 8-460. Retail sales: measure of tax; burden of proof; exclusions.**

[paragraphs (a) through (c) remain unchanged]

~~(d) Notwithstanding the provisions of subsection (a) above, when the gross income from the sale of a single item of tangible personal property exceeds five thousand dollars (\$5,000.00), the two and one-half percent (2.5%) tax rate shall apply to the first \$5,000.00. Above \$5,000.00, the measure of tax shall be at a rate of two percent (2%).~~ (Reserved)

[paragraphs (e) through (g) remain unchanged]

B. Section 8-610 of the Town Tax Code (Use tax: imposition of tax; presumption) is hereby amended to delete paragraph (e) as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining):

**Sec. 8-610. Use tax: imposition of tax; presumption.**

[paragraphs (a) through (d) remain unchanged]

~~(e) Notwithstanding the provisions of subsection (a) above, when the amount subject to the tax for any single item of tangible personal property exceeds five thousand dollars (\$5,000.00), the two and one-half percent (2.5%) tax rate shall apply to the first \$5,000.00. Above \$5,000.00, the measure of tax shall be at a rate of two percent (2%).~~ (Reserved)

SECTION 3. The various town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this ordinance.

SECTION 4. All ordinances, resolutions, or motions and parts of ordinances, resolutions, or motions of the Council in conflict with the provisions of this ordinance are hereby repealed, effective as of the effective date of this ordinance.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 6. This ordinance shall become effective on January 1, 2019.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 16th day of October, 2018.

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Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

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Hilary H. Hiser, Interim Town Clerk

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Frank Cassidy, Town Attorney

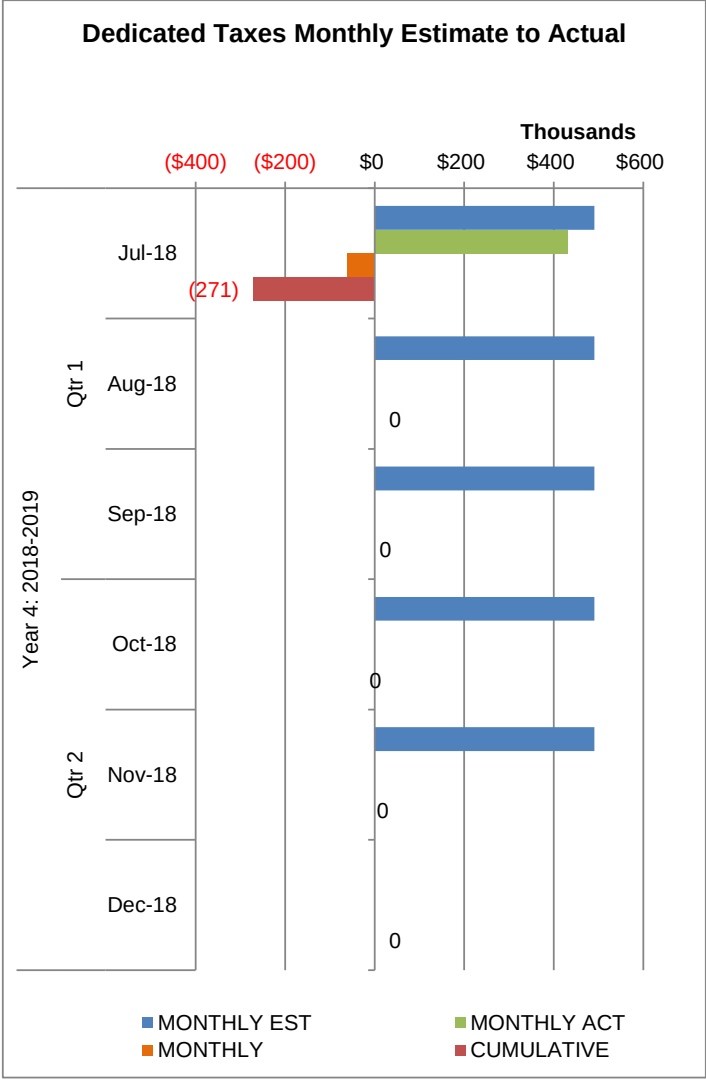
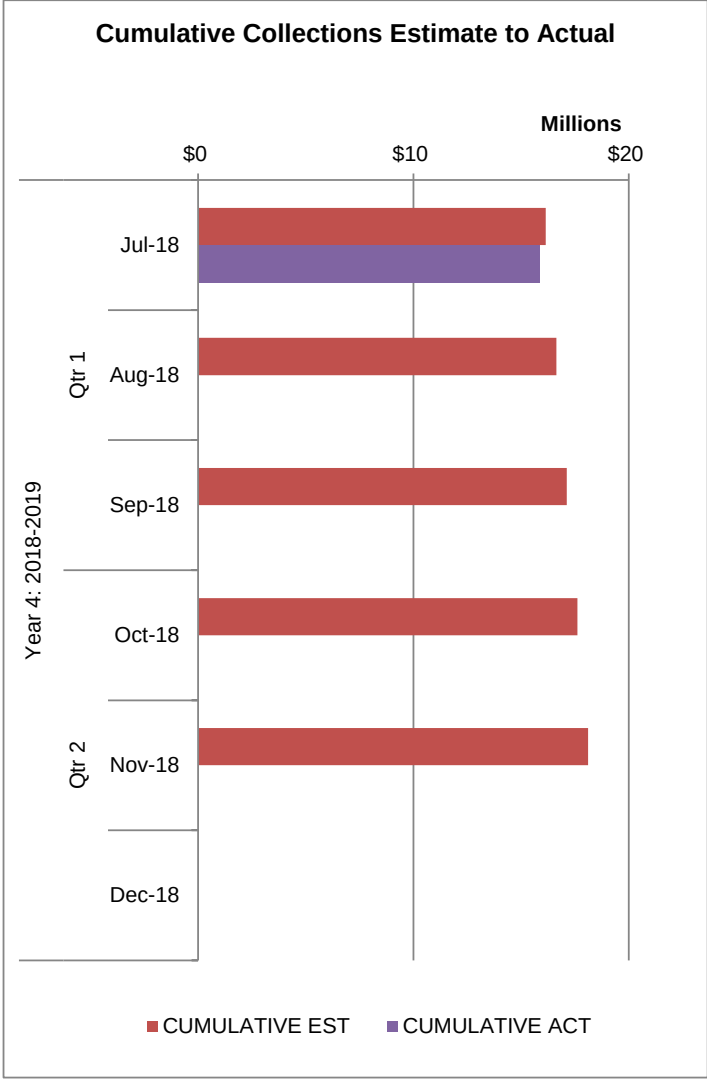
|                   |       |        | ORIGINAL ESTIMATE |                | ACTUAL COLLECTIONS |                       | SURPLUS/(DEFICIT) |             | %VAR     |
|-------------------|-------|--------|-------------------|----------------|--------------------|-----------------------|-------------------|-------------|----------|
| FY                | QTR   | MONTH  | MONTHLY EST       | CUMULATIVE EST | MONTHLY ACT        | CUMULATIVE ACT        | MONTHLY           | CUMULATIVE  | FROM EST |
| Year 1: 2015-2016 | Qtr 1 | Jul-15 | \$ 400,647        | \$ 400,647     | \$ 334,714         | \$ 334,714            | \$ (65,933)       | \$ (65,933) | -16.5%   |
|                   |       | Aug-15 | 400,647           | 801,294        | 379,355            | 714,069               | (21,292)          | (87,225)    | -10.9%   |
|                   |       | Sep-15 | 400,647           | 1,201,941      | 341,662            | 1,055,731             | (58,985)          | (146,210)   | -12.2%   |
|                   | Qtr 2 | Oct-15 | 400,647           | 1,602,588      | 392,444            | 1,448,175             | (8,203)           | (154,413)   | -9.6%    |
|                   |       | Nov-15 | 400,647           | 2,003,235      | 412,232            | 1,860,407             | 11,585            | (142,828)   | -7.1%    |
|                   |       | Dec-15 | 400,647           | 2,403,882      | 500,967            | 2,361,374             | 100,320           | (42,508)    | -1.8%    |
|                   | Qtr 3 | Jan-16 | 400,647           | 2,804,529      | 379,391            | 2,740,765             | (21,256)          | (63,764)    | -2.3%    |
|                   |       | Feb-16 | 400,647           | 3,205,176      | 393,833            | 3,134,598             | (6,814)           | (70,578)    | -2.2%    |
|                   |       | Mar-16 | 400,647           | 3,605,823      | 438,641            | 3,573,239             | 37,994            | (32,584)    | -0.9%    |
|                   | Qtr 4 | Apr-16 | 400,647           | 4,006,470      | 383,093            | 3,956,332             | (17,554)          | (50,138)    | -1.3%    |
|                   |       | May-16 | 400,647           | 4,407,117      | 428,129            | 4,384,461             | 27,482            | (22,656)    | -0.5%    |
|                   |       | Jun-16 | 400,647           | 4,807,764      | 390,534            | 4,774,995             | (10,113)          | (32,769)    | -0.7%    |
| Year 2: 2016-2017 | Qtr 1 | Jul-16 | 438,941           | 5,246,705      | 394,682            | 5,169,677             | (44,259)          | (77,028)    | -1.5%    |
|                   |       | Aug-16 | 438,941           | 5,685,646      | 417,297            | 5,586,974             | (21,644)          | (98,672)    | -1.7%    |
|                   |       | Sep-16 | 438,941           | 6,124,587      | 390,945            | 5,977,919             | (47,996)          | (146,668)   | -2.4%    |
|                   | Qtr 2 | Oct-16 | 438,941           | 6,563,528      | 415,010            | 6,392,929             | (23,931)          | (170,599)   | -2.6%    |
|                   |       | Nov-16 | 438,941           | 7,002,469      | 419,686            | 6,812,615             | (19,255)          | (189,854)   | -2.7%    |
|                   |       | Dec-16 | 438,941           | 7,441,410      | 547,972            | 7,360,587             | 109,031           | (80,823)    | -1.1%    |
|                   | Qtr 3 | Jan-17 | 438,941           | 7,880,351      | 396,946            | 7,757,533             | (41,995)          | (122,818)   | -1.6%    |
|                   |       | Feb-17 | 438,941           | 8,319,292      | 402,228            | 8,159,761             | (36,713)          | (159,531)   | -1.9%    |
|                   |       | Mar-17 | 438,941           | 8,758,233      | 460,567            | 8,620,328             | 21,626            | (137,905)   | -1.6%    |
|                   | Qtr 4 | Apr-17 | 438,941           | 9,197,174      | 438,734            | 9,059,062             | (207)             | (138,112)   | -1.5%    |
|                   |       | May-17 | 438,941           | 9,636,115      | 428,272            | 9,487,334             | (10,669)          | (148,781)   | -1.5%    |
|                   |       | Jun-17 | 438,941           | 10,075,056     | 430,660            | 9,917,994             | (8,281)           | (157,062)   | -1.6%    |
| Year 3: 2017-2018 | Qtr 1 | Jul-17 | 464,973           | 10,540,029     | 436,819            | 10,354,813            | (28,154)          | (185,216)   | -1.8%    |
|                   |       | Aug-17 | 464,973           | 11,005,002     | 444,865            | 10,799,678            | (20,108)          | (205,324)   | -1.9%    |
|                   |       | Sep-17 | 464,973           | 11,469,975     | 416,833            | 11,216,511            | (48,140)          | (253,464)   | -2.2%    |
|                   | Qtr 2 | Oct-17 | 464,973           | 11,934,948     | 426,228            | 11,642,739            | (38,745)          | (292,209)   | -2.4%    |
|                   |       | Nov-17 | 464,973           | 12,399,921     | 478,352            | 12,121,091            | 13,379            | (278,830)   | -2.2%    |
|                   |       | Dec-17 | 464,973           | 12,864,894     | 566,566            | 12,687,657            | 101,593           | (177,237)   | -1.4%    |
|                   | Qtr 3 | Jan-18 | 464,973           | 13,329,867     | 421,398            | 13,109,055            | (43,575)          | (220,812)   | -1.7%    |
|                   |       | Feb-18 | 464,973           | 13,794,840     | 427,559            | 13,536,614            | (37,414)          | (258,226)   | -1.9%    |
|                   |       | Mar-18 | 464,973           | 14,259,813     | 504,533            | 14,041,147            | 39,560            | (218,666)   | -1.5%    |
|                   | Qtr 4 | Apr-18 | 464,973           | 14,724,786     | 470,021            | 14,511,168            | 5,048             | (213,618)   | -1.5%    |
|                   |       | May-18 | 464,973           | 15,189,759     | 457,541            | 14,968,709            | (7,432)           | (221,050)   | -1.5%    |
|                   |       | Jun-18 | 464,973           | 15,654,732     | 475,538            | 15,444,247            | 10,565            | (210,485)   | -1.3%    |
| Year 4: 2018-2019 | Qtr 1 | Jul-18 | 490,514           | 16,145,246     | 430,026            | 15,874,273            | (60,488)          | (270,973)   | -1.7%    |
|                   |       | Aug-18 | 490,514           | 16,635,760     |                    |                       |                   |             |          |
|                   |       | Sep-18 | 490,514           | 17,126,274     |                    |                       |                   |             |          |
|                   | Qtr 2 | Oct-18 | 490,514           | 17,616,788     |                    |                       |                   |             |          |
|                   |       | Nov-18 | 490,514           | 18,107,302     |                    |                       |                   |             |          |
|                   |       | Dec-18 |                   |                |                    |                       |                   |             |          |
| Totals            |       |        | \$ 18,107,302     |                | \$ 15,874,273      | 88% of funding target |                   |             |          |

EST 41 Months

ACT 37 Months

90% of time estimate

NOTE: Actual collections based on MODIFIED ACCRUAL (FS presentation purposes)







## **Council-Regular Meeting**

**A3**

**Meeting Date:** 10/16/2018

**To:** Mayor and Council

**From:** Frank Cassidy, Town Attorney

**Date:** October 16, 2018

**Strategic Plan Focus Area:**

Not Applicable

**Subject:** Resolution No. 2018-100: Relating to Development; approving and authorizing the Mayor to sign the Third Amendment to the Gladden Farms II Development Agreement (Frank Cassidy)

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### **Discussion:**

The Town Council recently approved the Second Amendment to the Gladden Farms II Development Agreement (GFII DA 2nd Amendment) on August 7, 2018. A copy is included in the backup materials for this agenda item. After approval of the GFII DA 2nd Amendment, the Gladden II Developer's representatives realized that a couple of the new amendment's provisions were affecting the Developer's negotiations with home builders:

- Paragraph 2 ("Community park improvements"), subparagraph a ("Description of improvements"), subparagraph ii ("Timing of construction") is unclear about how the 400-permit restriction and two-year time limitation related to the construction of Gladden Farms Park soccer fields is to be enforced.
  - Three subdivision blocks, containing a total of 347 lots, have already been or are in the process of being sold to builders, who need assurance that their residential building permits will not be withheld if the master developer doesn't timely begin construction of the soccer fields.
  - If approved, the proposed Third DA Amendment will allow the three subdivision blocks to move forward unaffected by the time and permit limits, but will only allow up to 53 more residential building permits in the rest of Gladden Farms II before construction of the soccer fields begins.
- Paragraph 4 ("Sewers") subparagraph b ("Offsite conveyance capacity") of the GFII DA 2nd Amendment has two errors.
  - It incorrectly states that all of Gladden II is subject to certain described offsite

sewer capacity issues, when in fact the offsite sewer capacity issues only affect those portions of Gladden II that are served by the Tangerine/Downtown Sewer Conveyance System. Blocks located in the southwest portion of Gladden II are not served by the Tangerine/Downtown Sewer Conveyance System.

- It implies that offsite sewer conveyance capacity issues are imminent. They are not. The sewer constriction in question will only become an issue if development tributary to the sewer constriction exceeds Town projections enough to cause the sewer constriction to reach its capacity. Subparagraph 4b was written as if capacity commitments tributary to the constriction were actual flows -- as if the sewer was already carrying the flows of a built-out Saguaro Bloom. In reality, unless the pace of construction far exceeds current expectations, much of Saguaro Bloom is anticipated to remain unbuilt by 2021, when the Town is scheduled to construct improvements to eliminate the sewer constriction. As a result, the sewer will likely continue to have adequate capacity to serve Gladden II and other development tributary to the sewer constriction.
- The proposed Third DA Amendment will correct these errors.

#### **Staff Recommendation:**

Staff recommends adoption of Resolution No. 2018-100, approving and authorizing the Mayor to sign the Third Amendment to the Gladden Farms II Development Agreement.

#### **Suggested Motion:**

I move to adopt Resolution No. 2018-100, approving and authorizing the Mayor to sign the Third Amendment to the Gladden Farms II Development Agreement.

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#### **Attachments**

Resolution No. 2018-100  
GFII DA 3rd Amendment  
GFII DA 2nd Amendment

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## MARANA RESOLUTION NO. 2018-100

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RELATING TO DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE THIRD AMENDMENT TO THE GLADDEN FARMS II DEVELOPMENT AGREEMENT

WHEREAS GLADDEN PHASE II, LLC and GLADDEN PHASE II DEV, LLC (collectively the “Developers”) are the current master developers of the Gladden Farms II development project; and

WHEREAS the Town and the Developers’ predecessor in interest entered into the Gladden Farms II Development Agreement recorded in the Pima County Recorder’s office on March 10, 2006, at Docket 12758, Page 2249 (Sequence 20060470594) (the “Original Agreement”); and

WHEREAS the Town and the Developers’ predecessor in interest entered into the First Amendment to the Gladden Farms II Development Agreement recorded in the Pima County Recorder’s office on December 21, 2006, at Docket 12956, Page 1633 (Sequence 20062450467) (the “GFII DA 1<sup>st</sup> Amendment”), amending the Original Agreement; and

WHEREAS the Town and the Developers entered into the Second Amendment to the Gladden Farms II Development Agreement recorded in the Pima County Recorder’s office on August 8, 2018, at Sequence 20182200093 (the “GFII DA 2<sup>nd</sup> Amendment”), further amending the Original Agreement and the GFII DA 1<sup>st</sup> Amendment; and

WHEREAS the GFII DA 2<sup>nd</sup> Amendment included language in paragraph 2 (“Community park improvements”), subparagraph a (“Description of improvements”), subparagraph ii (“Timing of construction”) that is unclear about how a permit and time limitation is to be enforced; and

WHEREAS the GFII DA 2<sup>nd</sup> Amendment included language in paragraph 4 (“Sewers”) subparagraph b (“Offsite conveyance capacity”) that incorrectly (i) stated that all of Gladden II is subject to certain described offsite sewer capacity issues and (ii) implied that the offsite sewer conveyance capacity issues are imminent; and

WHEREAS the Mayor and Council find that entering into the Third Amendment to the Gladden Farms II Development Agreement, which clarifies paragraph 2 and corrects paragraph 4 of the GFII DA 2<sup>nd</sup> Amendment, is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Third Amendment to the Gladden Farms II Development Agreement between the Town of Marana and the Developers in substantially the form included with the agenda backup material accompanying this resolution is hereby approved, the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out its terms, obligations, and objectives.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16<sup>th</sup> day of October, 2018.

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Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

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Hilary H. Hiser, Interim Town Clerk

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Frank Cassidy, Town Attorney

## **THIRD AMENDMENT TO THE GLADDEN FARMS II DEVELOPMENT AGREEMENT**

### ***TOWN OF MARANA, ARIZONA***

THIS THIRD AMENDMENT TO THE GLADDEN FARMS II DEVELOPMENT AGREEMENT ("this Third Amendment") is made by and between the TOWN OF MARANA (the "Town"), an Arizona municipal corporation, GLADDEN PHASE II, LLC, a Delaware limited liability company, and GLADDEN PHASE II DEV, LLC, a Delaware limited liability company. GLADDEN PHASE II, LLC and GLADDEN PHASE II DEV, LLC are together referred to as the "Developer." The Town and the Developer are collectively referred to in this Third Amendment as the "Parties," each of which is sometimes individually referred to as a "Party."

### ***RECITALS***

A. The development project commonly known as Gladden Farms II and referred to in this Third Amendment as "Gladden II" consists of the land area included within the Gladden Farms II Specific Plan.

B. The Gladden Farms II Specific Plan was established by the March 7, 2006 adoption of Marana Ordinance No. 2006.03, recorded in the Pima County Recorder's office on March 10, 2006 at Docket 12758, Page 2240 (Sequence 20060470590).

C. The Gladden Farms II Specific Plan was amended by the December 19, 2006 adoption of Marana Ordinance No. 2006.35, recorded in the Pima County Recorder's office on December 21, 2006 at Docket 12956, Page 1622 (Sequence 20062450465).

D. The Gladden Farms II Specific Plan was further amended by the March 6, 2018 adoption of Marana Ordinance No. 2018.006, recorded in the Pima County Recorder's office on March 9, 2018 at Sequence 20180680060.

E. The original developer of Gladden II was FC/M GLADDEN II, L.L.C., an Arizona limited liability company, whose interests in Gladden II were sold to the Developer in 2013.

F. The Developer owns most of the remaining undeveloped land in Gladden II, including the land referred to in this Third Amendment as the "Subject Property," which consists of all of the land that is the subject of the Amended Final Block Plat of Gladden Farms Blocks 28, 31-34, 37, 38, 42, and 43, recorded in the office of the Recorder of Pima County, Arizona, on April 20, 2018, at Sequence 20181100137.



G. The Parties acknowledge the following agreements, referred to in this Third Amendment as the “Prior Agreements,” affecting the development of the Subject Property, some terms of which are modified or clarified by this Third Amendment:

i) The “Gladden Farms II Development Agreement” recorded in the Pima County Recorder’s office on March 10, 2006, at Docket 12758, Page 2249 (Sequence 20060470594) (the “Original GFII DA”).

ii) The “First Amendment to the Gladden Farms II Development Agreement” recorded in the Pima County Recorder’s office on December 21, 2006, at Docket 12956, Page 1633 (Sequence 20062450467) (the “GFII DA 1<sup>st</sup> Amendment”).

iii) The “Development Agreement Regarding Development Impact Fee Credits for Gladden Farms II” recorded in the Pima County Recorder’s office on November 9, 2012, at Sequence 20123140233 (the “GFII DIF DA”).

iv) The “Second Amendment to the Gladden Farms II Development Agreement” recorded in the Pima County Recorder’s office on August 8, 2018, at Sequence 20182200093) (the “GFII DA 2<sup>nd</sup> Amendment”).

H. Title to the Subject Property is held by FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 60,423, whose sole beneficiaries are GLADDEN PHASE II, LLC and GLADDEN PHASE II DEV, LLC, who together are the “Developer” under the Prior Agreements as amended by this Third Amendment.

I. The remaining rights, obligations, and interests of FC/M GLADDEN II, L.L.C under the Prior Agreements were assumed by the Developer pursuant to the “Assignment and Assumption Agreement for Municipal Development Agreement” recorded in the Pima County Recorder’s office on January 31, 2013, at Sequence 20130310504.

J. The GFII DA 2<sup>nd</sup> Amendment included language in paragraph 2 (“Community park improvements”), subparagraph a (“Description of improvements”), subparagraph ii (“Timing of construction”) that is unclear about how a permit and time limitation is to be enforced.

K. The GFII DA 2<sup>nd</sup> Amendment included language in paragraph 4 (“Sewers”), subparagraph b (“Offsite conveyance capacity”) that incorrectly (i) stated that all of Gladden II is subject to the described offsite sewer capacity issues and (ii) implied that the offsite sewer conveyance capacity issues are imminent.

L. The Parties understand and acknowledge that this Third Amendment is a “Development Agreement” within the meaning of, and entered into pursuant to the terms of, A.R.S. § 9-500.05.

M. This Third Amendment is consistent with the portions of the Town’s General Plan applicable to Gladden II.

## *AGREEMENT*

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth in this Third Amendment, the Parties hereby agree as follows:

1. *The Developer's representation of ownership.* By entering into this Third Amendment, GLADDEN PHASE II, LLC and GLADDEN PHASE II DEV, LLC, who together are the "Developer" under the Prior Agreements as amended by this Third Amendment, represent that that they are the sole beneficiaries of and are entitled to enter this Third Amendment on behalf of FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 60,423.

2. *Community park improvements.* Paragraph 2 ("Community park improvements"), subparagraph a ("Description of improvements"), subparagraph ii ("Timing of construction") of the GFII DA 2<sup>nd</sup> Amendment is hereby deleted and replaced with the following:

*Timing of construction.* The Developer is required to commence construction of the Public Park Improvements at the time of issuance of the 400<sup>th</sup> residential building permit within Gladden II, but in no event later than two years after the issuance of the first residential building permit within Gladden II, and to diligently pursue completion of the Public Park Improvements within 12 months thereafter. As of the date of this Third Amendment, the Developer has sold, or is in the process of selling, Gladden Farms Block 35 (consisting of a subdivision with 105 lots), Gladden Farm Block 39 (consisting of a subdivision with 123 lots), and Gladden Farms Block 40/41 (consisting of a subdivision with 119 lots). Under the 400-lot limitation of this subparagraph, the Town shall issue building permits for all of the combined 347 lots of these three referenced subdivisions, even if later than two years after the issuance of the first residential building permit within Gladden II. The Town shall issue building permits for the first 53 lots for which permits are applied for on or before two years after the issuance of the first residential building permit within Gladden II. No further residential building permits shall be issued for homes within Gladden II unless and until the Developer has commenced construction of the Public Park Improvements. If the Developer has not diligently pursued completion of the Public Park Improvements by three years after the issuance of the first residential building permit within Gladden II, no further residential building permits shall be issued for homes within Gladden II until the Public Park Improvements are substantially completed.

3. *Sewers.* Paragraph 4 ("Sewers"), subparagraph b ("Offsite conveyance capacity") of the GFII DA 2<sup>nd</sup> Amendment is hereby deleted and replaced with the following:

*Offsite conveyance capacity.* The T/D Gravity Sewer is tributary to a line capacity limitation that is referred to in this paragraph as the "Sewer Conveyance Constriction," discussed in the 2017 Sewer Impact Fee Infrastructure Improvement Plan adopted by Marana Resolution No. 2017 090 dated September 19, 2017. The

Sewer Conveyance Constriction is currently scheduled to be remedied by a development impact fee-funded Town construction project in the year 2021 – long before the Town anticipates that actual flow volumes will approach the capacity limit at the Sewer Conveyance Constriction. The portions of Gladden II that will be connected to the T/D Gravity Sewer may be affected by the Sewer Conveyance Constriction if development tributary to the Sewer Conveyance Constriction exceeds Town projections enough to cause the Sewer Conveyance Constriction to reach its capacity, and if this condition is not remedied by other similarly situated owners or developers. Under this condition, the Developer may need to augment the downstream public sewer system to provide the conveyance capacity necessary to proceed with further Gladden II development that will be connected to the T/D Gravity Sewer.

4. *Term.* This Third Amendment shall become effective upon its execution by all the Parties and the effective date of the resolution or action of the Town Council approving this Third Amendment.

5. *Extension of term.* Unless sooner terminated by the mutual consent of the Parties, the term of the Original GFII DA, the GFII DA 1<sup>st</sup> Amendment, the GFII DA 2<sup>nd</sup> Amendment, and this Third Amendment shall automatically terminate and shall thereafter be void for all purposes on June 30, 2035.

6. *Effect on the Prior Agreements and other agreements.* Except as expressly modified in this Third Amendment or in the Prior Agreements, the terms, provisions and obligations of the Prior Agreements shall remain in full force and effect. Nothing in this Third Amendment is intended to modify other agreements not mentioned in this Third Amendment that affect the development of Gladden II, and the failure of this Third Amendment to mention such other agreements shall not affect their validity.

7. *Counterparts.* This Third Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

8. *Recitals.* The Recitals set forth at the beginning of this Third Amendment are hereby acknowledged and confirmed to be accurate.

9. *Good standing; authority.* The Developer represents and warrants to the Town that it is duly formed and validly existing under the laws of Delaware and is authorized to do business in the state of Arizona. The Town represents and warrants to the Developer that it is an Arizona municipal corporation with authority to enter into this Third Amendment under applicable state laws. Each Party represents and warrants that the individual executing this Third Amendment on its behalf is authorized and empowered to bind the Party on whose behalf each such individual is signing.

10. *Severability.* If any provision of this Third Amendment is declared void or unenforceable, it shall be severed from the remainder of this Third Amendment, which shall otherwise remain in full force and effect. If a law or court order prohibits or excuses the Town from undertaking any contractual commitment to perform any act under this Third Amendment, this Third Amendment shall remain in full force and effect, but the provision requiring the act shall be deemed to permit the Town to act at its discretion, and if the Town fails to act, the Developer shall be entitled to terminate this Third Amendment.

11. *Governing law.* This Third Amendment is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and the Parties agree that any litigation or arbitration shall take place in Pima County, Arizona. Nothing in the use of the word "litigation" in the preceding sentence shall constitute a waiver of paragraph 9.5 of the Original GFII DA, requiring disputes to be resolved by binding arbitration.

12. *Interpretation.* This Third Amendment has been negotiated by the Town and the Developer, and no party shall be deemed to have drafted this Third Amendment for purposes of construing any portion of this Third Amendment for or against any party.

13. *Recordation.* The Town shall record this Third Amendment in its entirety in the office of the Pima County Recorder no later than ten days after it has been executed by the Town and the Developer.

14. *No representations of development.* Except as specifically set forth in this Third Amendment, nothing contained in this Third Amendment shall be deemed to obligate the Town or the Developer to complete any part or all of the development of Gladden II.

15. *Approval.* If any Party is required pursuant to this Third Amendment to give its prior written approval, consent or permission, such approval, consent or permission shall not be unreasonably withheld or delayed.

16. *Force majeure.* If any Party shall be unable to observe or perform any covenant or condition of this Third Amendment by reason of "force majeure," then the failure to observe or perform such covenant or condition shall not constitute a default under this Third Amendment so long as such Party shall use its best effort to remedy with all reasonable dispatch the event or condition causing such inability and such event or condition can be cured within a reasonable amount of time. "Force majeure," as used in this paragraph, means any condition or event not reasonably within the control of such party, including without limitation, "acts of God," strikes, lock-outs, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of government of the United States or any state thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests, restraints of government and of people; explosions; and partial or entire failure of utilities. Failure to settle strikes, lock-outs and other disturbances of employer/employee relations or to settle legal or administrative

proceedings by acceding to the demands of the opposing Party or Parties, in either case when such course is in the judgment of and unfavorable to a Party shall not constitute failure to use its best efforts to remedy such a condition.

17. *Conflict of interest.* This Third Amendment is subject to A.R.S. § 38-511, which provides for cancellation of contracts in certain instances involving conflicts of interest.

[Remainder of page intentionally left blank.]

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

**The "Town":**

TOWN OF MARANA, an Arizona municipal corporation

**The "Developer":**

GLADDEN PHASE II, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Ed Honea, Mayor

By: \_\_\_\_\_  
Frank J. Walter III  
Authorized Signatory

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

GLADDEN PHASE II DEV, LLC, a Delaware limited liability company

\_\_\_\_\_  
Hilary H. Hiser, Interim Town Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Frank J. Walter III  
Authorized Signatory

\_\_\_\_\_  
Frank Cassidy, Town Attorney

Date: \_\_\_\_\_

STATE OF NEW YORK )  
ss

County of New York )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2018, by Frank J. Walter III, Authorized Signatory of GLADDEN PHASE II, LLC, a Delaware limited liability company, on behalf of the LLC.

(Seal)

\_\_\_\_\_  
Notary Public



STATE OF NEW YORK    )  
                                  ss  
County of New York    )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2018, by Frank J. Walter III, Authorized Signatory of GLADDEN PHASE II DEV, LLC, a Delaware limited liability company, on behalf of the LLC.

(Seal)

\_\_\_\_\_  
Notary Public

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## SECOND AMENDMENT TO THE GLADDEN FARMS II DEVELOPMENT AGREEMENT

### TOWN OF MARANA, ARIZONA

THIS SECOND AMENDMENT TO THE GLADDEN FARMS II DEVELOPMENT AGREEMENT ("this Second Amendment") is made by and between the TOWN OF MARANA (the "Town"), an Arizona municipal corporation, GLADDEN PHASE II, LLC, a Delaware limited liability company, and GLADDEN PHASE II DEV, LLC, a Delaware limited liability company. GLADDEN PHASE II, LLC and GLADDEN PHASE II DEV, LLC are together referred to as the "Developer." The Town and the Developer are collectively referred to in this Second Amendment as the "Parties," each of which is sometimes individually referred to as a "Party."

#### RECITALS

A. The development project commonly known as Gladden Farms II and referred to in this Second Amendment as "Gladden II" consists of the land area included within the Gladden Farms II Specific Plan.

B. The Gladden Farms II Specific Plan was established by the March 7, 2006 adoption of Marana Ordinance No. 2006.03, recorded in the Pima County Recorder's office on March 10, 2006 at Docket 12758, Page 2240 (Sequence 20060470590).

C. The Gladden Farms II Specific Plan was amended by the December 19, 2006 adoption of Marana Ordinance No. 2006.35, recorded in the Pima County Recorder's office on December 21, 2006 at Docket 12956, Page 1622 (Sequence 20062450465).

D. The Gladden Farms II Specific Plan was further amended by the March 6, 2018 adoption of Marana Ordinance No. 2018.006, recorded in the Pima County Recorder's office on March 9, 2018 at Sequence 20180680060.

E. In connection with the Developer's request for amendments to the on-site private community park obligations under the Gladden Farms II Specific Plan and the Town's eventual modification of those obligations with the adoption of Marana Ordinance No. 2018.006, the Developer agreed to fund the construction of certain community park improvements at Gladden Farms Community Park. One of the purposes of this Second Amendment is to memorialize that agreement.

F. The original developer of Gladden II was FC/M GLADDEN II, L.L.C., an Arizona limited liability company, whose interests in Gladden II were sold to the Developer in 2013.

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SECOND AMENDMENT TO THE GLADDEN FARMS II DEVELOPMENT AGREEMENT

G. The Developer owns most of the remaining undeveloped land in Gladden II, including the land referred to in this Second Amendment as the "Subject Property," which consists of all of the land that is the subject of the Amended Final Block Plat of Gladden Farms Blocks 28, 31-34, 37, 38, 42, and 43, recorded in the office of the Recorder of Pima County, Arizona, on April 20, 2018, at Sequence 20181100137.

H. Title to the Subject Property is held by FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 60,423, whose sole beneficiaries are GLADDEN PHASE II, LLC and GLADDEN PHASE II DEV, LLC, who together are the "Developer" under the Prior Agreements as amended by this Second Amendment.

I. The Parties acknowledge the following agreements, referred to in this Second Amendment as the "Prior Agreements," affecting the development of the Subject Property, some terms of which are modified or clarified by this Second Amendment:

i) The "Gladden Farms II Development Agreement" recorded in the Pima County Recorder's office on March 10, 2006, at Docket 12758, Page 2249 (Sequence 20060470594) (the "Original GFII DA").

ii) The "First Amendment to the Gladden Farms II Development Agreement" recorded in the Pima County Recorder's office on December 21, 2006, at Docket 12956, Page 1633 (Sequence 20062450467) (the "GFII DA 1<sup>st</sup> Amendment").

iii) The "Development Agreement Regarding Development Impact Fee Credits for Gladden Farms II" recorded in the Pima County Recorder's office on November 9, 2012, at Sequence 20123140233 (the "GFII DIF DA").

J. The remaining rights, obligations, and interests of FC/M GLADDEN II, L.L.C under the Prior Agreements were assumed by the Developer pursuant to the "Assignment and Assumption Agreement for Municipal Development Agreement" recorded in the Pima County Recorder's office on January 31, 2013, at Sequence 20130310504.

K. Many changed circumstances have occurred since the Parties' 2006 execution of the Original GFII DA and the GFII DA 1<sup>st</sup> Amendment, including without limitation all of the following:

i) The formation of the Tangerine Farms Road Improvement District and the completion of construction of Tangerine Road improvements to serve the subregion that includes Gladden II.

ii) The Town's completion of construction of the Tangerine/Downtown Conveyance System, Town of Marana Project No. WR010, the offsite sewer that serves the subregion that includes Gladden II.

iii) The Town's inclusion in development impact fee programs of public potable water and sewer infrastructure projects needed to serve the subregion that includes Gladden II.

iv) The Town's transfer to Cortaro Marana Irrigation District of the non-potable water system that serves the subregion that includes Gladden II.

L. During the Town's public meeting discussions of whether to undertake the construction of the Tangerine/Downtown Conveyance System, Town staff expressed its intention to seek fair-share reimbursement from benefited properties for a portion of the Town's cost to construct the gravity portion of Phase I and Phase II of Town of Marana Project No. WR010, referred to in this Agreement as the "T/D Gravity Sewer." To that end, Town staff is in the process of bringing forward for Council consideration a T/D Gravity Sewer protected main fee, to be payable by all development served by the T/D Gravity Sewer.

M. The Developer's predecessor in interest spent \$90,000 on the design of the portion of the T/D Gravity Sewer that serves Gladden II. The Developer authorized the Town to use the plans, and the Town incorporated the plans in the design of Phase I of the Tangerine/Downtown Conveyance System project.

N. The Parties understand and acknowledge that this Second Amendment is a "Development Agreement" within the meaning of, and entered into pursuant to the terms of, A.R.S. § 9-500.05.

O. This Second Amendment is consistent with the portions of the Town's General Plan applicable to Gladden II.

#### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth in this Second Amendment, the Parties hereby agree as follows:

1. *The Developer's representation of ownership.* By entering into this Second Amendment, GLADDEN PHASE II, LLC and GLADDEN PHASE II DEV, LLC, who together are the "Developer" under the Prior Agreements as amended by this Second Amendment, represent that that they are the sole beneficiaries of and are entitled to enter this Second Amendment on behalf of FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 60,423.

2. *Community park improvements.*

a. *Obligation.* The Developer will provide additional public recreational facilities at the Gladden Farms Community Park to be located within property owned by the Town.

i. *Description of improvements.* The improvements will include two full-size soccer fields, field lighting, a restroom, driveway and parking facilities, parking lot lighting, benches, park furnishings, landscaping, and asphalt pathways (the "Public Park Improvements"), all as conceptually shown on Exhibit A attached to and incorporated by this reference in this Second Amendment.

ii. *Timing of construction.* The Developer is required to commence construction of the Public Park Improvements at the time of issuance of the 400<sup>th</sup> residential building permit within Gladden II, but in no event later than two years after the issuance of the first residential building permit within Gladden II, and to diligently pursue completion of the Public Park Improvements within 12 months thereafter.

iii. *Town ownership and maintenance.* Subject to satisfactory completion, the Town will own and maintain the Public Park Improvements as a component of the Town's public park system and will be responsible for any future expansion and improvements to either the Gladden Farms Community Park or the adjacent Marana Heritage Park.

b. *Park development impact fees.* Paragraph 8.3 ("Park development impact fees and credits") of the Original GFII DA is hereby deleted. Not later than the Developer's completion of the Public Park Improvements, the Town will provide credit in accordance with A.R.S. § 9-463.05 against the Town's then-existing Parks and Recreation Facilities Development Impact Fee, which is currently \$2,461 per equivalent demand unit (EDU) per Marana Ordinance Nos. 2014.012 and 2017.029.

3. *Transportation improvements.* Exhibit C attached to and incorporated by reference in paragraph 2.9 of the GFII DA 1<sup>st</sup> Amendment is hereby replaced with Exhibit B attached to and incorporated by this reference in this Second Amendment.

a. *Clark Farms Boulevard at Moore Road.* The existing dedicated public right-of-way of Clark Farms Boulevard at and north of Moore Road does not line up with the dedicated public right-of-way of Clark Farms Boulevard in Gladden II. The Town is responsible for the acquisition of public right-of-way necessary to construct the Clark Farms Boulevard alignment north of Moore Road so that it aligns with Clark Farms Boulevard in Gladden II.

b. *Clark Farms Boulevard north of Tangerine Road.*

i. *Roadway construction.* Paragraph 2.11 of the GFII DA 1<sup>st</sup> Amendment includes a provision that states that the Developer "shall be responsible for one-half of the cost of Clark Farms Boulevard in any area where [Clark Farms Boulevard] abuts [Gladden II] on only one side." If the Town or the adjacent landowner is not willing and able to provide the other one-half of the cost of Clark Farms Boulevard when the Developer is required or desires to construct this portion of Clark Farms Boulevard, the quoted provision of paragraph 2.11 of the GFII DA 1<sup>st</sup> Amendment is modified to require the Developer to construct the west half of the ultimate four-lane Clark Farms Boulevard wherever Clark Farms Boulevard abuts Gladden II on only one side. For purposes of this requirement, the west half shall include the westernmost two lanes of Clark Farms Boulevard, plus any shoulders, multi-use lanes, turn lanes, and similar appurtenances required to allow the western two lanes to function as a safe public roadway independent of the later-constructed eastern two lanes of Clark Farms Boulevard.



ii. *Right-of-way.* The Town shall be responsible to acquire, through dedication or condemnation, all Clark Farms Boulevard public right-of-way necessary for the construction of the portion of Clark Farms Boulevard addressed by the immediately preceding paragraph of this Second Amendment.

c. *Onsite roads.* The Developer shall construct onsite roads associated with the development of Gladden II pursuant to standard subdivision infrastructure assurance agreements, and consistent with the Prior Agreements as amended by this Second Amendment.

d. *Traffic signals.* This paragraph replaces paragraph 2.12 of the GFII DA 1<sup>st</sup> Amendment. When deemed warranted by the Town (but in any event not later than final release of assurances for the final subdivision within Gladden II), the Developer shall pay all of the following:

i. The total estimated cost of the Town's design and construction of traffic signals at the Moore Road/Mike Etter Boulevard intersection if it is a T-intersection with three legs; provided, however, that the responsibility is reduced to half of the estimated cost if the intersection has a northern driveway/roadway connection.

ii. Half of the estimated cost of the Town's design and construction of traffic signals at the Moore Road/Clark Farms Boulevard, Clark Farms Boulevard/Mike Etter Boulevard, and Clark Farms Boulevard/Tangerine Road intersections.

e. *Approach lanes.* This paragraph replaces paragraph 2.13 of the GFII DA 1<sup>st</sup> Amendment. With the initial construction of the applicable roadway, the Developer has the option of constructing the full, ultimate roadway configurations shown on the approved November 2017 Traffic Impact Analysis Addendum for the year 2040 anticipated traffic volumes, but in any event shall at a minimum provide all of the following:

i. Southbound Midfield Road approaching Tangerine Road shall have two lanes (a left turn lane and a right turn lane).

ii. Eastbound Mike Etter Boulevard approaching Clark Farms Boulevard shall have two lanes (a left turn lane and a right turn lane).

iii. Northbound Mike Etter Boulevard approaching Moore Road shall have two lanes (a left turn lane and a right turn lane).

iv. Northbound Clark Farms Boulevard approaching Moore Road shall have three lanes (a left turn lane, a through lane, and a combined through/right turn lane).

v. Southbound Clark Farms Boulevard approaching Tangerine Road shall have two lanes (a left turn lane and a combined through/right turn lane).

f. *Turn lanes.* This paragraph replaces paragraph 2.14 of the GFII DA 1<sup>st</sup> Amendment. The Developer shall design and construct the following turn lanes concurrently with the initial construction of the applicable roadway:

i. A westbound left-turn lane and an eastbound right-turn lane on Moore Road at its intersection with Mike Etter Boulevard.

ii. A southbound left-turn lane on Clark Farms Boulevard at its intersection with the entry road to Block 29.

iii. A left-turn lane on northbound Clark Farms Boulevard at Mike Etter Boulevard.

iv. A right-turn lane on southbound Clark Farms Boulevard at Mike Etter Boulevard.

g. *Roundabout.* This paragraph replaces paragraph 2.15 of the GFII DA 1<sup>st</sup> Amendment. The Developer shall design and construct a roundabout at the intersection of Mike Etter Boulevard and Midfield Road with its initial construction.

#### 4. *Sewers.*

##### a. *Offsite sewer.*

i. Each Gladden II connection to the T/D Gravity Sewer shall be responsible for payment of a fair-share reimbursement for its portion of the Town's cost to construct the T/D Gravity Sewer, payable upon application for a building permit, in the amount set forth in the T/D Gravity Sewer protected main fee currently under consideration by the Town, which is anticipated to be in an amount of about \$520 per equivalent demand unit (a standardized measure of the demand that a unit of development in a particular category of development generates for necessary public services in relation to the demand generated by a detached single-family dwelling unit).

ii. If the T/D Gravity Sewer protected main fee is adopted, the Town will pay the Developer \$50 per T/D Gravity Sewer protected main fee payment for the first 1,800 such payments (both from within and outside Gladden II), in quarterly payments made within 30 days following the end of each calendar quarter, until the Developer has been reimbursed \$90,000 for the cost of the sewer plans (see recital M above).

b. *Offsite conveyance capacity.* As of the date of this Second Amendment, the offsite sewer conveyance system serving Gladden II has line capacity limitations that are discussed in the 2017 Sewer Impact Fee Infrastructure Improvement Plan adopted by Marana Resolution No. 2017-090 dated September 19, 2017. These conveyance capacity limitations are currently scheduled to be remedied by a development impact fee-funded Town construction project in the year 2021. When the Town determines that the sewer conveyance system has reached its capacity, no further sewer connections will be permitted unless and until the line capacity limitations have been

remedied. The Town will notify the Developer if and when the rate of development upstream of the line capacity limitations causes the Town to believe that the conveyance system may reach its capacity before the development impact fee-funded Town construction project is expected to be completed. The Town will make every reasonable effort to provide the notification early enough to allow the Developer and other members of the development community to avoid a temporary interruption of sewer connections by advancing the construction at their own cost.

c. *Onsite sewers.* The Developer shall construct onsite sewers associated with the development of individual subdivisions within Gladden II pursuant to standard subdivision infrastructure assurance agreements.

5. *Water infrastructure.*

a. *Non-potable system.* Paragraph 5.4 ("Non-potable system") of the Original GFII DA is deleted and replaced with the following:

The Developer shall develop and construct a secondary non-potable irrigation system, dedicated to the Cortaro-Marana Irrigation District in accordance with its requirements, to distribute non-potable water to common areas and other landscaped areas owned or to be owned by the homeowners' association within Gladden II.

b. *Onsite potable water distribution system.* The Developer shall construct onsite potable water distribution infrastructure associated with the development of individual subdivisions within Gladden II pursuant to standard subdivision infrastructure assurance agreements and Marana Water requirements.

c. *Offsite potable water obligations.* Paragraph 8.5 ("Water system infrastructure development impact fees and credits") of the Original GFII DA is hereby deleted, and the Developer is relieved of any obligation to construct the water system infrastructure listed in subparagraphs 8.5.2.1, 8.5.2.2, and 8.5.2.3 of the Original GFII DA, as partially modified by paragraph 2.20 of the GFII DA 1<sup>st</sup> Amendment. The Town shall be responsible for the development and construction of all offsite potable water infrastructure and resource obligations to serve Gladden II, funded with Town-adopted development impact fees.

6. *School land dedication.* Paragraph 6.5 ("Contribution in lieu of school land dedication") of the Original GFII DA is hereby modified to provide that if Marana Unified School District requests dedication and the Developer dedicates a school site, then the contribution may be adjusted in accordance with an agreement between the Developer and the Marana Unified School District.

7. *Current transportation impact fee as applied in Gladden II.* The Town's current Northwest Street Facilities Development Impact Fee is \$3,719 per equivalent demand unit (EDU), per Marana Ordinance No. 2017.029. With the \$3,706 per EDU credit under the GFII DIF DA, the current transportation impact fee is \$13 per EDU in Gladden II.

8. *Developer's joint and several rights and responsibilities.* GLADDEN PHASE II, LLC and GLADDEN PHASE II DEV, LLC have joint and several rights and responsibilities as the "Developer" under the Prior Agreements as amended by this Second Amendment.

9. *Term.* This Second Amendment shall become effective upon its execution by all the Parties and the effective date of the resolution or action of the Town Council approving this Second Amendment.

10. *Extension of term.* Unless sooner terminated by the mutual consent of the Parties, the term of the Original GFII DA and the GFII DA 1<sup>st</sup> Amendment and this Second Amendment shall automatically terminate and shall thereafter be void for all purposes on June 30, 2035. Paragraph 12.1 ("Term") of the Original GFII DA and paragraph 3.1 ("Term") of the GFII DA 1<sup>st</sup> Amendment are hereby modified.

11. *Effect on the Prior Agreements and other agreements.* Except as expressly modified in this Second Amendment or in the Prior Agreements, the terms, provisions and obligations of the Prior Agreements shall remain in full force and effect. Nothing in this Second Amendment is intended to modify other agreements not mentioned in this Second Amendment that affect the development of Gladden II, and the failure of this Second Amendment to mention such other agreements shall not affect their validity.

12. *Notice.* Article 11 ("Notices and Filings") of the Original GFII DA is modified by changing the address of the "Developer" to:

GLADDEN PHASE II, LLC  
c/o CROWN WEST REALTY L.L.C.  
Attn: Dean Wingert, Vice President  
333 E. Wetmore Road, Suite 250  
Tucson, AZ 85705

13. *Counterparts.* This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from 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.

14. *Recitals.* The Recitals set forth at the beginning of this Second Amendment are hereby acknowledged and confirmed to be accurate.

15. *Good standing; authority.* The Developer represents and warrants to the Town that it is duly formed and validly existing under the laws of Delaware and is authorized to do business in the state of Arizona. The Town represents and warrants to the Developer that it is an Arizona municipal corporation with authority to enter into this Second Amendment under applicable state laws. Each Party represents and warrants that the individual executing this Second Amendment on its behalf is authorized and empowered to bind the Party on whose behalf each such individual is signing.

16. *Severability.* If any provision of this Second Amendment is declared void or unenforceable, it shall be severed from the remainder of this Second Amendment, which shall otherwise remain in full force and effect. If a law or court order prohibits or excuses the Town from undertaking any contractual commitment to perform any act under this Second Amendment, this Second Amendment shall remain in full force and effect, but the provision requiring the act shall be deemed to permit the Town to act at its discretion, and if the Town fails to act, the Developer shall be entitled to terminate this Second Amendment.

17. *Governing law.* This Second Amendment is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and the Parties agree that any litigation or arbitration shall take place in Pima County, Arizona. Nothing in the use of the word "litigation" in the preceding sentence shall constitute a waiver of paragraph 9.5 of the Original GFII DA, requiring disputes to be resolved by binding arbitration.

18. *Interpretation.* This Second Amendment has been negotiated by the Town and the Developer, and no party shall be deemed to have drafted this Second Amendment for purposes of construing any portion of this Second Amendment for or against any party.

19. *Recordation.* The Town shall record this Second Amendment in its entirety in the office of the Pima County Recorder no later than ten days after it has been executed by the Town and the Developer.

20. *No representations of development.* Except as specifically set forth in this Second Amendment, nothing contained in this Second Amendment shall be deemed to obligate the Town or the Developer to complete any part or all of the development of Gladden II.

21. *Approval.* If any Party is required pursuant to this Second Amendment to give its prior written approval, consent or permission, such approval, consent or permission shall not be unreasonably withheld or delayed.

22. *Force majeure.* If any Party shall be unable to observe or perform any covenant or condition of this Second Amendment by reason of "force majeure," then the failure to observe or perform such covenant or condition shall not constitute a default under this Second Amendment so long as such Party shall use its best effort to remedy with all reasonable dispatch the event or condition causing such inability and such event or condition can be cured within a reasonable amount of time. "Force majeure," as used in this paragraph, means any condition or event not reasonably within the control of such party, including without limitation, "acts of God," strikes, lock-outs, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of government of the United States or any state thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests, restraints of government and of people; explosions; and partial or entire failure of utilities. Failure to settle strikes, lock-outs and other disturbances of employer/employee relations or to settle legal or administrative



their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests, restraints of government and of people; explosions; and partial or entire failure of utilities. Failure to settle strikes, lock-outs and other disturbances of employer/employee relations or to settle legal or administrative proceedings by acceding to the demands of the opposing Party or Parties, in either case when such course is in the judgment of and unfavorable to a Party shall not constitute failure to use its best efforts to remedy such a condition.

23. *Conflict of interest.* This Second Amendment is subject to A.R.S. § 38-511, which provides for cancellation of contracts in certain instances involving conflicts of interest.

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

**The "Town":**

TOWN OF MARANA, an Arizona municipal corporation

By: \_\_\_\_\_

Ed Honea, Mayor

Date: \_\_\_\_\_

8/7/2018

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

**The "Developer":**

GLADDEN PHASE II, LLC, a Delaware limited liability company

By: \_\_\_\_\_

Frank J. Walter III  
Authorized Signatory

Date: \_\_\_\_\_

7/20/18

GLADDEN PHASE II DEV, LLC, a Delaware limited liability company

By: \_\_\_\_\_

Frank J. Walter III  
Authorized Signatory

Date: \_\_\_\_\_

7/20/18

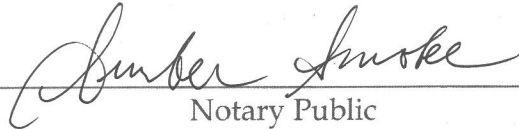
STATE OF NEW YORK )  
SS

County of New York )

The foregoing instrument was acknowledged before me on July 20, 2018, by Frank J. Walter III, Authorized Signatory of GLADDEN PHASE II, LLC, a Delaware limited liability company, on behalf of the LLC.

(Seal)

AMBER SMOKE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01SM6173220  
Qualified in Queens County

  
Notary Public

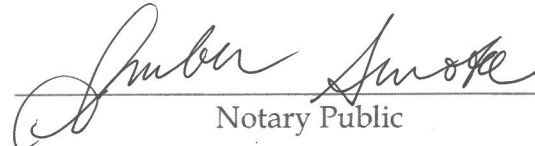
STATE OF NEW YORK )  
SS  
My Commission Expires August 20, 2019

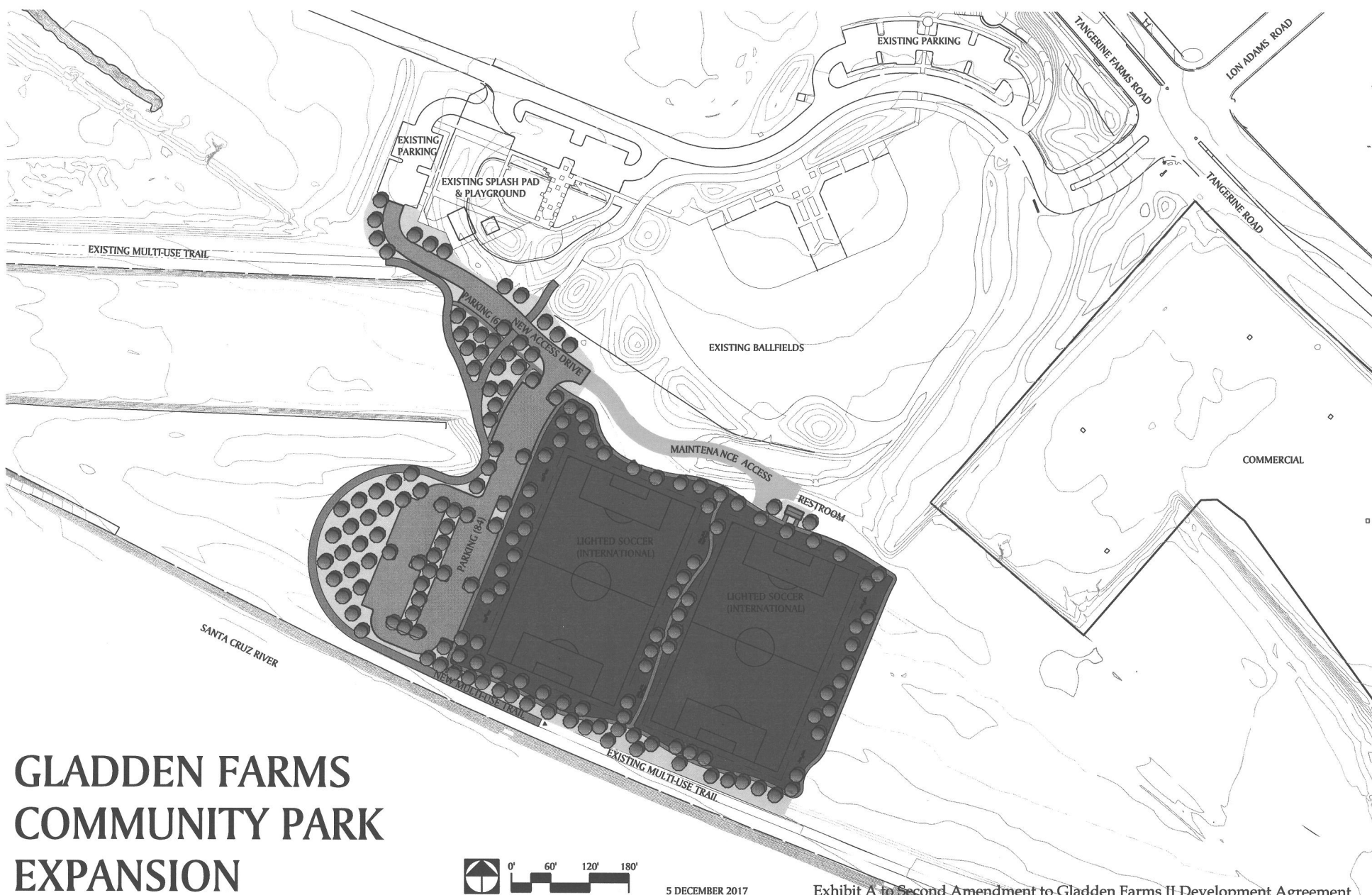
County of New York )

The foregoing instrument was acknowledged before me on July 20, 2018, by Frank J. Walter III, Authorized Signatory of GLADDEN PHASE II DEV, LLC, a Delaware limited liability company, on behalf of the LLC.

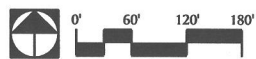
(Seal)

AMBER SMOKE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01SM6173220  
Qualified in Queens County  
My Commission Expires August 20, 2019

  
Notary Public



# GLADDEN FARMS COMMUNITY PARK EXPANSION



5 DECEMBER 2017

Exhibit A to Second Amendment to Gladden Farms II Development Agreement

### Exhibit Circulation Concept Plan

