



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, February 19, 2019, 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 February 19, 2019, 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

PR1 Proclamation recognizing the dedicated service of Ed Stolmaker, retiring Marana Chamber of Commerce President & CEO, for his many years to the Marana community (Cherry L. Lawson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

- P1 Relating to Budget; presentation of second quarter results (July-December) for the Town's General Fund and other selected major funds for the 2018-2019 fiscal year (Yiannis Kalaitzidis)

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. 2019-010: Relating to Development; approving a preliminary plat for Moonlight Canyon at Saguaro Ranch, Lots 1-43, Blocks 1-2, and Common Areas "A", "B", "C-1" and "C-2" generally located one mile north of the north terminus of Thornydale Road (Brian D. Varney)
- C2 Resolution No. 2019-011: Relating to Development; approving a final plat for Gladden Farms Blocks 40 & 41 Lots 1-119, Common Areas A-1 - A-11 and Common Areas B-1 - B-3 at the northeast corner of Midfield Road and Tangerine Road (Steven E. Vasquez)
- C3 Resolution No. 2019-012: Relating to Police Department; authorizing the Chief of Police to apply for grant funding from the Governor's Office of Highway Safety for the purchase of equipment and the funding of overtime for the Marana Police Department for fiscal year 2019-2020 (Starla Anderson)
- C4 Resolution No. 2019-013: Relating to the Marana Regional Airport; approving and authorizing the Town Manager to execute an Airport Development Reimbursable Grant Agreement for Grant Number E9M1G01C between the State of Arizona by and through the Department of Transportation and the Town of Marana for the purpose of aiding in financing a Project entitled "Rehabilitate: Twy B; Terminal Apron; GA Apron; and Jet/Transient Apron" for construction of the Apron and Taxiway Rehabilitation project (Lisa Shafer)

- C5 Resolution No. 2019-014; Relating to Utilities; approving and authorizing the Water Director to sign Agreement No. 18-DSR-12868 between the United States Department of Energy Western Area Power Administration Desert Southwest Region Parker-Davis Project Pacific Northwest-Pacific Southwest Intertie Project and Contractors for Joint Planning Agreement (John Kmiec)
- C6 Approval of Regular Council Meeting Minutes from February 5, 2019 and Approval of Special Council Meeting - Council Connections Minutes from February 9, 2019 (Cherry L. Lawson)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

ITEMS FOR DISCUSSION / POSSIBLE ACTION

- D1 Relating to Parks & Recreation: Discussion of the history and deal points associated with the acquisition of the CalPortland segment of the Santa Cruz River Shared Use Path (Jim Conroy)
- D2 Relating to Development; presentation, discussion and direction regarding proposed amendments to the Town's Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts (Erik Montague)
- D3 Relating to Budget; discussion, direction and possible action regarding development of the fiscal year 2019-2020 budget, including proposed budget initiatives and expenditures (Jamsheed Mehta)
- D4 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.

- E2 Executive session pursuant to A.R.S. § 38-431.03(A)(7), discussions or consultations with designated representatives of the Town in order to consider the Town's position and instruct its representatives regarding negotiations for the possible sale of the Town's assets known as the Falstaff water system to the DeAnza Domestic Water Improvement 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



Council-Regular Meeting

PR1

Meeting Date: 02/19/2019

To: Mayor and Council

Submitted For: Cherry L. Lawson, Town Clerk

From: Hilary H. Hiser, Deputy Town Clerk

Date: February 19, 2019

Subject: Proclamation recognizing the dedicated service of Ed Stolmaker, retiring Marana Chamber of Commerce President & CEO, for his many years to the Marana community (Cherry L. Lawson)

Attachments

Proclamation for Ed Stolmaker



PROCLAMATION

Honoring Ed Stolmaker, Marana Chamber of Commerce President & CEO

WHEREAS, Ed Stolmaker, some twenty years ago, left the lush greens of New Jersey to brave the desert heat and the wilds of this western town with its many cotton fields and vast rugged beauty to call it home; and

WHEREAS, Ed started his tenure as the President and CEO of the Marana Chamber of Commerce in 2003, using his keen insight Ed built lasting relationships with the business community and regional partners, including the Marana Unified School District, and he quadrupled the chamber's membership from 150 to 580 members, and helped to foster economic growth by implementing the Marana Chamber of Commerce strategic plan; and

WHEREAS, Ed used his leadership skills to provide guidance to the Marana Health Center Board for ten years, the U.S. Chamber Board for the Western Institute Program for six years, and the Arizona Chamber Executive Board for six years, serving as its chair for two years; and

WHEREAS, Ed and his family have enjoyed the area's unique attractions, such as taking advantage of the town's many golf courses, soaking in the region's 282 days of sunshine, basking in the cool waters of swimming pools, and enjoying the slower pace and relaxing atmosphere of this neighborly small town; and

WHEREAS, Ed's contributions to the Town of Marana and its citizens, along with his unwavering advocacy of the Marana small business community, cannot be measured in words or deeds, and his tremendous leadership of the Marana Chamber of Commerce in working to build economic prosperity and enhance the quality of life for Marana residents cannot be easily replaced,

NOW, THEREFORE be it resolved, the Mayor and Council thank Ed Stolmaker for his many years of service to this community, his dogged persistence to help Marana grow, and his outstanding leadership of the Marana Chamber of Commerce, and wish Ed the very best in his well-deserved retirement.

Dated this 19th day of February, 2019.

ATTEST:

Cherry Lawson, Town Clerk

Ed Honea, Mayor



Council-Regular Meeting

P1

Meeting Date: 02/19/2019

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: February 19, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Relating to Budget; presentation of second quarter results (July-December) for the Town's General Fund and other selected major funds for the 2018-2019 fiscal year (Yiannis Kalaitzidis)

Discussion:

The purpose of this item is to present a summary of the Town's second quarter financial results (July-December) for the Town's General Funds and other selected major funds for fiscal year 2018-2019. It is important to note that these results are preliminary, unaudited and subject to change based upon adjusting entries, as necessary. The attached provides a high level revenue and expenditure summary at the end of the current quarter.

Revenue

Overall, revenues are within expectations for most funds through the second quarter. General Fund revenue is slightly above budgeted expectations. This is primarily due to increased SFR permit activity and increased returns on investments. Revenues for the Bed Tax Fund, which accounts for the portion of bed tax revenues restricted for tourism related costs, is lagging modestly due to the temporary closure of a major resort facility for remodeling during the first quarter, but is expected to approach budgeted amounts in future quarters due to seasonality of this revenue stream. Airport revenues are near expectations at 46% of budget when excluding scheduled transfers set to take place later in the fiscal year. Additional detail on these variances and other listed funds is included within the visualization slides attached to this item.

Expenditures

Expenditures in all funds are at or below expectations through the second quarter. This

is primarily due to the timing of large one-time projects and programs which are expected to occur later in the fiscal year, or due to vacancy savings or other savings achieved through operational efficiencies. Expenses for the Bed Tax Fund are as expected through the second quarter of the fiscal year, accounting for the annual payment of the State Land lease payment.

The quarterly update will be available on the Town's website following tonight's meeting. The public may interact with the Power BI tool by drilling down into the data. The tool can be found on the following page: <http://www.maranaaz.gov/financial-documents>

Staff Recommendation:

Presentation of second quarter results only.

Suggested Motion:

Presentation of second quarter results only.

Attachments

F/Y 2019, 2nd Quarter Financial Update

Financial Brief: Second Quarter

Fiscal Year

2018 – 2019

Prepared by: Finance Department

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FY 2018 - 2019 SECOND QUARTER FINANCIAL BRIEF

This financial brief is intended to provide a broad overview and status of revenues and expenditures for the Town's selected major funds through the second quarter of fiscal year 2019 (July 2018 - December 2018). Major funds included in this financial brief are the General Fund, Highway User Revenue Fund (HURF), Bed Tax Fund, 1/2 Cent Sales Tax Fund and Transportation Fund. Also included are the enterprise funds Airport, Water, and Water Reclamation. Please note that all amounts are preliminary, un-audited and subject to change based upon adjusting entries, as necessary.

The table below shows an overview for each fund.

Revenues				Expenditures			YTD Over/Under
Fund ▲	FY 2019 Budget	Revenue Amount	% Budget	FY 2019 Budget	Expenditure Amount	% of Budget	Over/(Under)
GENERAL FUND	44,956,009	24,127,766	54 %	48,829,804	19,166,164	39 %	4,961,602
HURF	3,276,078	1,776,672	54 %	3,763,784	621,748	17 %	1,154,924
TRANSPORTATION FUND	5,906,742	3,973,516	67 %	22,054,047	2,565,991	12 %	1,407,525
BED TAX FUND	1,088,016	462,755	43 %	878,799	700,607	80 %	-237,852
1/2 CENT SALES TAX FUND	2,952,570	2,826,348	96 %	4,852,956	3,771,159	78 %	-944,811
WATER FUND	6,013,950	2,823,593	47 %	6,153,934	2,720,672	44 %	102,921
WATER RECLAMATION FUND	2,258,671	1,176,506	52 %	2,261,593	821,731	36 %	354,775
AIRPORT FUND	557,704	163,199	29 %	575,204	173,234	30 %	-10,035

FY 2018 - 2019 SECOND QUARTER RESULTS: GENERAL FUND

Select Revenues or Expenses

ExpensesRevenues

Revenues

Category	FY 2019 Budget	Amount	% Budget
Sales Tax	26,284,560	13,817,267	53 %
Intergovernmental	11,748,196	5,896,671	50 %
Licenses, Fees, & Permits	4,818,090	2,780,450	58 %
Charges for Services	518,637	299,659	58 %
Other	1,586,526	1,333,719	84 %
Total	44,956,009	24,127,766	54 %

0M24M45M

General Fund Relevant Information

The General Fund is the Town's primary operating fund. Sales Tax, Intergovernmental Revenues and Licenses, Fees, & Permits makes up 95% of budgeted revenues for the General Fund. Overall preliminary second quarter collections are slightly above budgeted expectations for FY2019. Intergovernmental Revenues are amounts received from the State's shared revenue program and are distributed based upon population estimates. Licenses, Fees, & Permits are above budgeted expectations due to higher than anticipated Single Family Residential (SFR) permits and Commercial permits thru the second quarter.

Year 201720182019

Category	2017	2018	2019
Sales Tax	12,151,640	13,057,902	13,817,267
Intergovernmental	5,260,942	5,631,415	5,896,671
Licenses, Fees, & Permits	2,052,309	2,748,081	2,780,450
Charges for Services	262,892	280,052	299,659
Other	781,397	784,362	1,333,719
Total	20,509,180	22,501,811	24,127,766

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FY 2018 - 2019 SECOND QUARTER RESULTS: GENERAL FUND

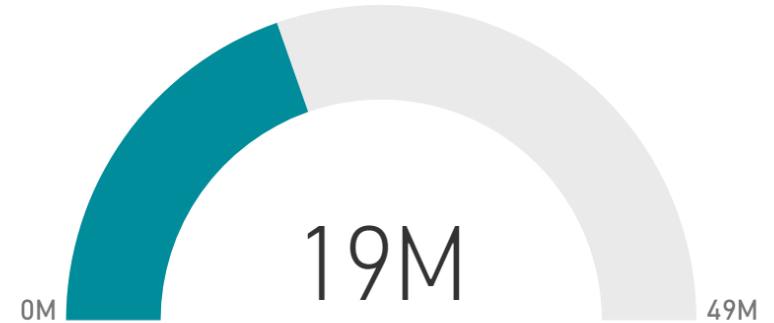
Select Revenues or Expenses

Expenses

Revenues

Expenses

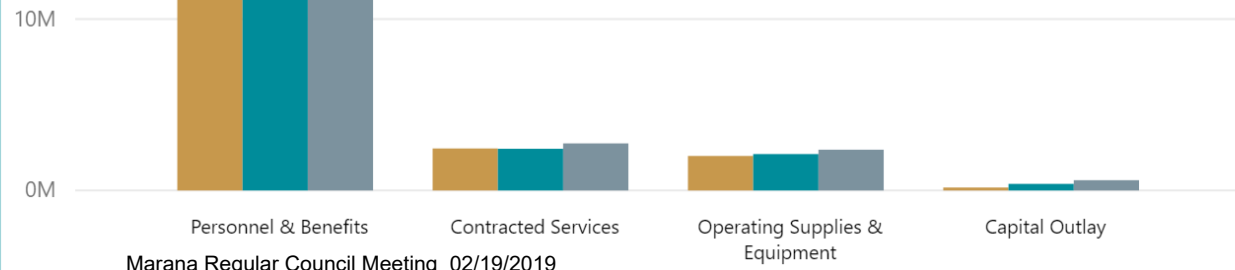
Category	FY 2019 Budget	Amount	% Budget
Personnel & Benefits	29,920,421	13,255,939	44 %
Contracted Services	7,728,240	2,736,295	35 %
Operating Supplies & Equipment	5,687,079	2,377,553	42 %
Capital Outlay	1,191,418	599,451	50 %
Other Financing Uses	4,302,646	196,926	5 %
Total	48,829,804	19,166,164	39 %



General Fund Relevant Information

General Fund Expenses through the second quarter of FY2019 are slightly below budgeted expectations. Contracted Services includes large projects such as the planned renovations to the MMC B-Building. As these projects commence, the fund should be at or near budgeted levels. Other Financing Uses is related to budgeted transfers scheduled to take place later in the fiscal year.

Year ● 2017 ● 2018 ● 2019



Category	2017	2018	2019
Personnel & Benefits	12,388,154	12,847,345	13,255,939
Contracted Services	2,451,600	2,427,045	2,736,295
Operating Supplies & Equipm...	2,014,641	2,123,648	2,377,553
Capital Outlay	172,703	384,488	599,451
Other Financing Uses	741,164	492,161	196,926
Total	17,768,262	18,274,687	19,166,164

FY 2018 - 2019 SECOND QUARTER RESULTS: HURF

Select Revenues or Expenses

ExpensesRevenues

Revenues

Category	FY 2019 Budget	Amount	% Budget
Intergovernmental	3,268,578	1,763,451	54 %
Other	7,500	13,221	176 %
Total	3,276,078	1,776,672	54 %

A gauge chart with a semi-circular arc. The arc is divided into two segments: a teal segment on the left and a light gray segment on the right. The teal segment represents 2M, and the light gray segment represents 1M. The numbers '0M', '2M', and '3M' are positioned at the start, middle, and end of the arc respectively.

HURF Relevant Information

The Highway User Revenue Fund or HURF is set by the collection of fees and taxes from users of the State's road and highways which the State collects. Cities and towns receive a percentage of revenues based on population estimates and gasoline sales within each county. Preliminary second quarter HURF revenue collections are as expected. Investment income makes up the small amount of Other revenue for the fund.

Year 201720182019

A bar chart with two groups of bars. The first group is labeled 'Intergovernmental' and the second is labeled 'Other'. Each group has three bars representing the years 2017 (orange), 2018 (teal), and 2019 (gray). The y-axis is labeled with '0M', '1M', and '2M'. The 'Intergovernmental' bars are significantly higher than the 'Other' bars.

Category	2017	2018	2019
Intergovernmental	1,399,325	1,636,540	1,763,451
Other	9,884	6,345	13,221
Total	1,409,209	1,642,885	1,776,672

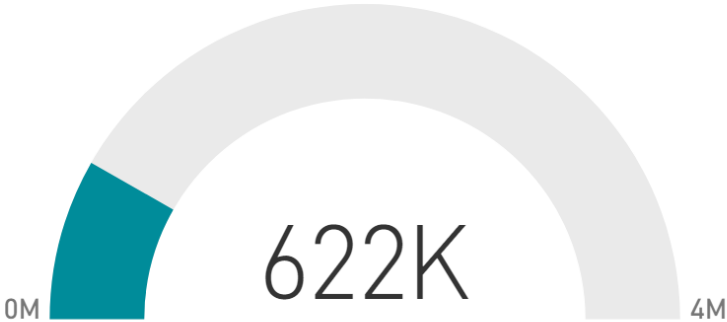
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FY 2018 - 2019 SECOND QUARTER RESULTS: HURF

Select Revenues or Expenses

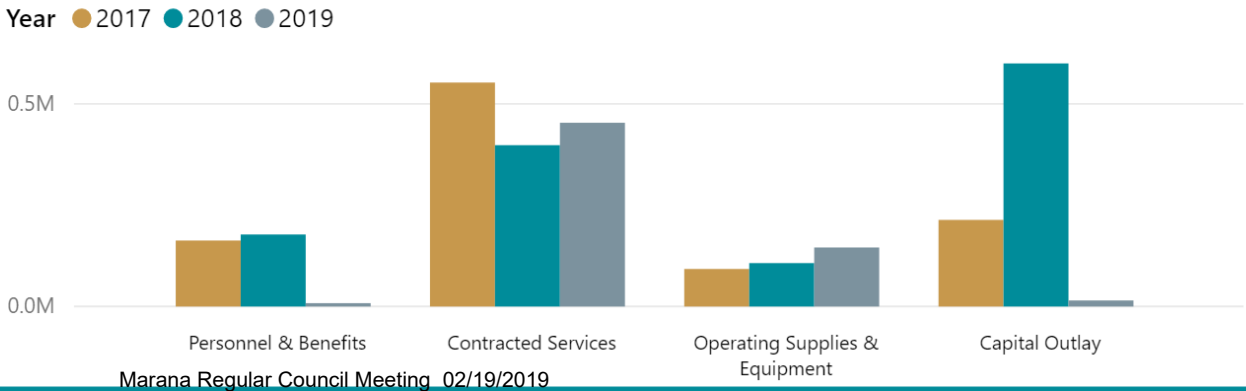
ExpensesRevenues

Expenses			
Category	FY 2019 Budget	Amount	% Budget
Personnel & Benefits	23,600	8,319	35 %
Contracted Services	2,665,357	453,402	17 %
Operating Supplies & Equipment	407,000	145,030	36 %
Capital Outlay	667,827	14,997	2 %
Total	3,763,784	621,748	17 %



HURF Relevant Information

FY2019 HURF expenses are modestly below budgeted amounts through the second quarter but are expected to reach budgeted expectations as the fiscal year progresses. Contracted Services is sharply below budget due to several large projects that will be completed later this fiscal year. Below budgeted expenses within Capital Outlay are due to the timing of planned equipment purchases and infrastructure maintenance.



Category	2017	2018	2019
Personnel & Benefits	162,863	177,752	8,319
Contracted Services	552,589	398,077	453,402
Operating Supplies & Equipment	92,651	107,158	145,030
Capital Outlay	213,752	599,758	14,997
Total	1,021,855	1,282,745	621,748

FY 2018 - 2019 SECOND QUARTER RESULTS: TRANSPORTATION FUND

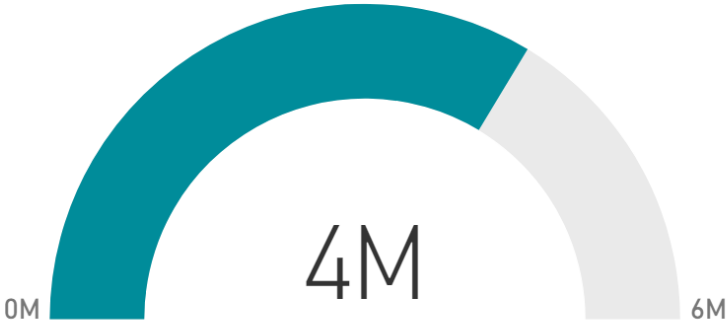
Select Revenues or Expenses

Expenses

Revenues

Revenues

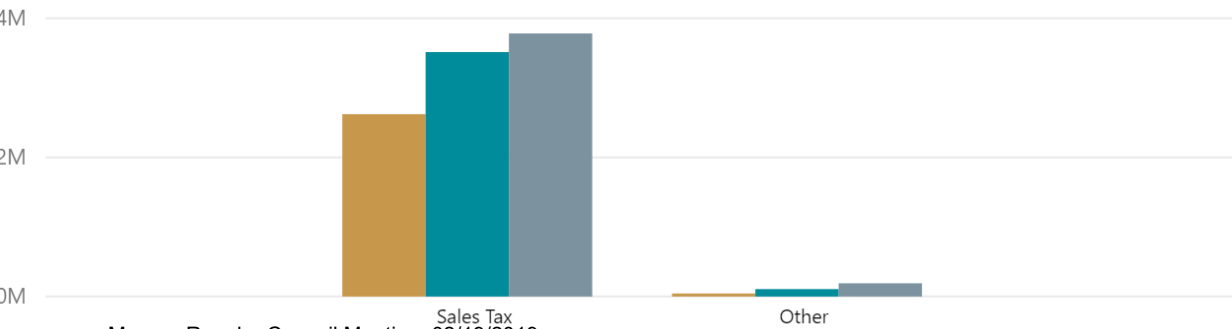
Category	FY 2019 Budget	Amount	% Budget
Sales Tax	5,906,742	3,782,820	64 %
Other	0	190,696	0 %
Total	5,906,742	3,973,516	67 %



Transportation Fund Relevant Information

The Transportation Fund is comprised of 75% of all contracting taxes collected by the Town and is to be used for new road construction and reconstruction projects. Preliminary second quarter revenue collection for FY2019 is slightly higher than anticipated. It is important to note that as several major construction projects come to completion, revenue collection is expected to meet forecasted levels. Other revenue is comprised of investment income.

Year 2017 2018 2019



Category	2017	2018	2019
Sales Tax	2,621,821	3,514,829	3,782,820
Other	43,766	114,531	190,696
Total	2,665,587	3,629,360	3,973,516

FY 2018 - 2019 SECOND QUARTER RESULTS: TRANSPORTATION FUND

Select Revenues or Expenses

ExpensesRevenues

Expenses

Category	FY 2019 Budget	Amount	% Budget
Personnel & Benefits	17,425	31,095	178 %
Capital Outlay	20,391,126	2,276,357	11 %
Debt Service	0	12,271	0 %
Other Financing Uses	1,645,496	246,268	15 %
Total	22,054,047	2,565,991	12 %

0M22M

2M

Transportation Fund Relevant Information

Transportation Fund expenses are below budgeted expectations through the second quarter of FY2019 but are expected to increase as several major projects such as the Ina Road area projects and Coachline reconstruction are completed later in the fiscal year. Some carry-forward into the next fiscal year is anticipated. Personnel & Benefit costs are associated with contract employees tied to the Tangerine Road project that is now completed.

Year 201720182019

2M

0M

Personnel & BenefitsOperating Supplies & EquipmentCapital OutlayOther Financing Uses

Category	2017	2018	2019
Personnel & Benefits	59,243	33,667	31,095
Operating Supplies & Equipm...	349,524	6,155	
Capital Outlay	807,378	198,499	2,276,357
Debt Service	11,249	5,032	12,271
Other Financing Uses	437,399		246,268
Total	1,664,793	243,353	2,565,991

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FY 2018 - 2019 SECOND QUARTER RESULTS: BED TAX FUND

Select Revenues or Expenses

Expenses

Revenues

Revenues

Category	FY 2019 Budget	Amount	% Budget
Sales Tax	1,088,016	462,755	43 %
Total	1,088,016	462,755	43 %

A gauge chart with a semi-circular arc. The arc is divided into two segments: a teal segment on the left and a light gray segment on the right. The teal segment represents the current revenue of 463K. The scale starts at 0M on the left and ends at 1M on the right. The value 463K is displayed in the center of the gauge.

Bed Tax Fund Relevant Information

The Bed Tax Fund accounts for the collection of the discriminatory portion of revenues restricted for tourism initiatives. Second quarter revenue for FY2019 is slightly below budgeted expectations. This was anticipated due to the temporary closure of one resort for renovations as well as the lower tourism numbers during the summer months. The fund is expected to reach budgeted levels by the end of the fiscal year.

Year 2017 2018 2019

A bar chart showing Sales Tax revenue for three years. The y-axis ranges from 0.0M to 0.5M. The x-axis is labeled 'Sales Tax'. The bars are colored: 2017 is orange, 2018 is teal, and 2019 is gray. The 2018 bar is the tallest, followed by 2019, and then 2017.

Category	2017	2018	2019
Sales Tax	447,040	502,047	462,755
Total	447,040	502,047	462,755

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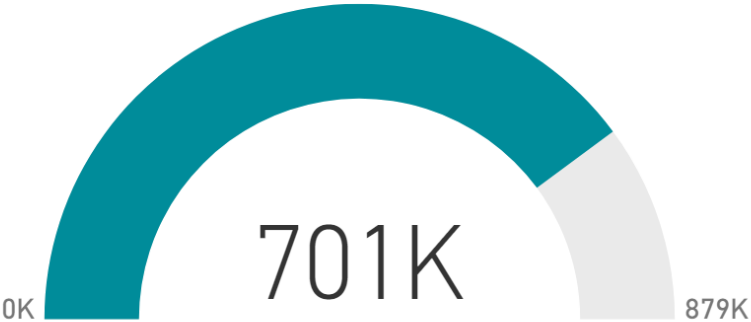
FY 2018 - 2019 SECOND QUARTER RESULTS: BED TAX FUND

Select Revenues or Expenses

ExpensesRevenues

Expenses

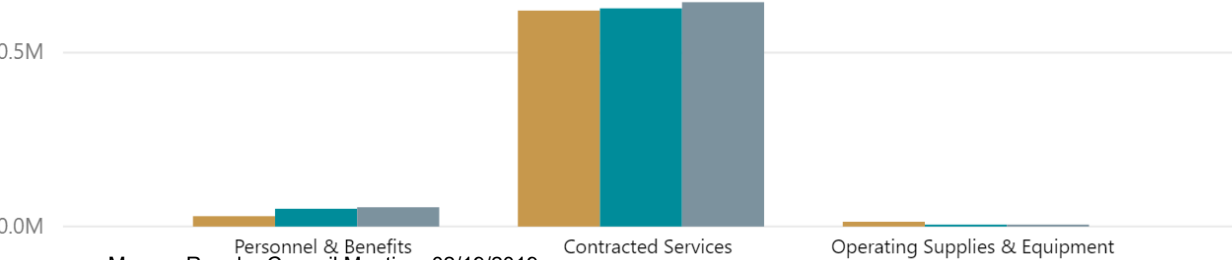
Category	FY 2019 Budget	Amount	% Budget
Personnel & Benefits	116,477	55,452	48 %
Contracted Services	760,322	645,135	85 %
Operating Supplies & Equipment	2,000	20	1 %
Total	878,799	700,607	80 %



Bed Tax Fund Relevant Information

As a whole, the Bed Tax Fund is spending it's resources as expected through the second quarter of FY2019. The large expense related to contracted services is related to the annual lease payment for State Trust Land near Dove Mountain.

Year 2017 2018 2019



Category	2017	2018	2019
Personnel & Benefits	29,757	51,132	55,452
Contracted Services	621,041	627,411	645,135
Operating Supplies & Equipment	13,821	192	20
Total	664,619	678,735	700,607

FY 2018 - 2019 SECOND QUARTER RESULTS: 1/2 CENT SALES TAX FUND

Select Revenues or Expenses

Expenses

Revenues

Revenues

Category	FY 2019 Budget	Amount	% Budget
Sales Tax	2,952,570	2,799,487	95 %
Other	0	26,861	0 %
Total	2,952,570	2,826,348	96 %

0M3M

3M

1/2 Cent Sales Tax Fund Relevant Information

On April 28, 2015 the Town Council adopted Ordinance 2015.011 to amend the Town Tax Code by increasing the tax rate on certain activities by one-half cent for a new police facility. A total of \$18,000,000 is expected to be collected through December 2018. Per Ordinance 2018.020 adopted by Town Council on October 16, 2018, the Town Tax Code was reduced on certain activities by one-half cent beginning January 1, 2019.

Year 2017 2018 2019

2M0M

Sales TaxOther

Category	2017	2018	2019
Sales Tax	2,429,103	2,633,757	2,799,487
Other	7,064	12,250	26,861
Total	2,436,166	2,646,007	2,826,348

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FY 2018 - 2019 SECOND QUARTER RESULTS: 1/2 CENT SALES TAX FUND

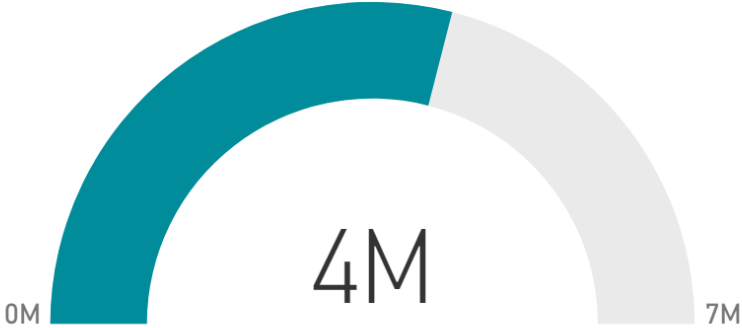
Select Revenues or Expenses

Expenses

Revenues

Expenses

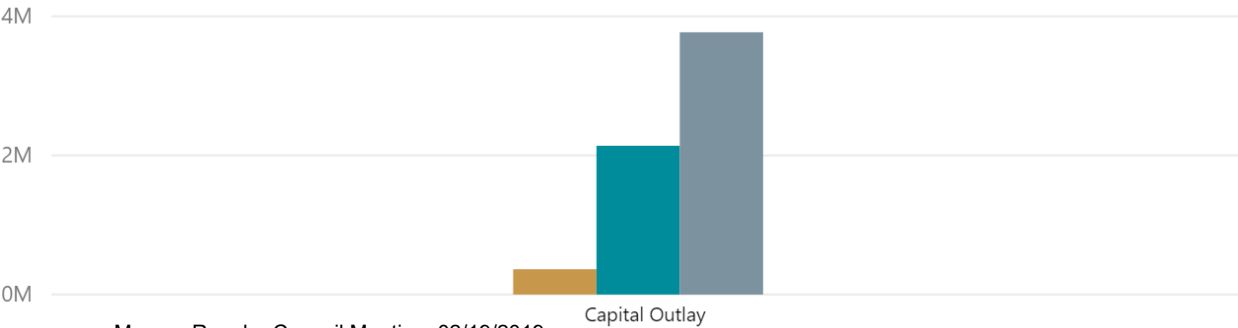
Category	FY 2019 Budget	Amount	% Budget
Capital Outlay	4,852,956	3,771,159	78 %
Total	4,852,956	3,771,159	78 %



1/2 Cent Sales Tax Fund Relevant Information

Estimated expenses through the second quarter of FY2019 are as expected. As final invoices related to the police facility are paid the fund is expected to reach budgeted levels.

Year 2017 2018 2019



Category	2017	2018	2019
Capital Outlay	364,183	2,138,836	3,771,159
Total	364,183	2,138,836	3,771,159

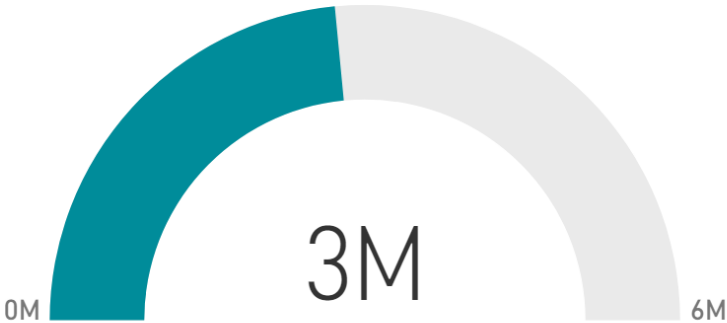
FY 2018 - 2019 SECOND QUARTER RESULTS: WATER OPERATING FUND

Select Revenues or Expenses

ExpensesRevenues

Revenues

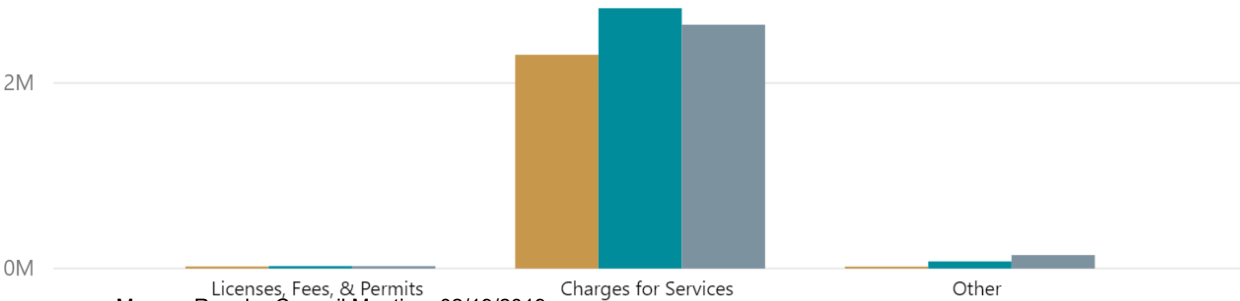
Category	FY 2019 Budget	Amount	% Budget
Intergovernmental	60,000		
Licenses, Fees, & Permits	25,000	25,737	103 %
Charges for Services	5,637,381	2,651,004	47 %
Other	291,569	146,846	50 %
Total	6,013,950	2,823,587	47 %



Water Fund Relevant Information

The current rates and fees for Marana Water customers can be found at - <http://www.maranaaz.gov/water-rates-and-fees> . Charges for Services (water sales) comprise of the majority of the operating revenue for the fund. Overall, preliminary second quarter revenue collections are slightly below expectations but are expected to normalize as the fiscal year continues. This is primarily due to reduced water consumption in the winter months compared to last year.

Year 2017 2018 2019



Category	2017	2018	2019
Licenses, Fees, & Permits	22,619	26,300	25,737
Charges for Services	2,305,146	2,807,117	2,651,010
Other	15,504	76,867	146,846
Total	2,343,270	2,910,284	2,823,593

FY 2018 - 2019 SECOND QUARTER RESULTS: WATER OPERATING FUND

Select Revenues or Expenses

Expenses

Revenues

Expenses

Category	FY 2019 Budget	Amount	% Budget
Personnel & Benefits	2,030,413	919,020	45 %
Contracted Services	1,733,699	551,004	32 %
Operating Supplies & Equipment	1,662,279	753,077	45 %
Capital Outlay	210,000	90,571	43 %
Debt Service	517,543	407,000	79 %
Total	6,153,934	2,720,672	44 %

A gauge chart with a semi-circular arc. The arc is divided into two segments: a teal segment on the left and a light gray segment on the right. The teal segment represents 3M, and the light gray segment represents the remaining 3M. The numbers '0M' and '6M' are at the ends of the arc, and '3M' is in the center.

Water Fund Relevant Information

Overall, FY2019 preliminary second quarter expenses for the Water Operating Fund are as expected. The large amount of Debt Service is due to the timing of a scheduled payment. Capital costs associated with infrastructure and CIP projects are captured in separate funds.

Year 2017 2018 2019

A bar chart with three groups of bars. Each group has three bars representing the years 2017 (orange), 2018 (teal), and 2019 (gray). The y-axis is labeled from 0.0M to 1.0M. The x-axis categories are Personnel & Benefits, Contracted Services, and Operating Supplies & Equipment.

Category	2017	2018	2019
Personnel & Benefits	856,205	904,391	919,020
Contracted Services	372,724	532,659	551,004
Operating Supplies & Equipment	638,237	771,079	753,077
Capital Outlay		94,831	90,571
Debt Service	2,000	2,000	407,000
Total	1,869,166	2,304,960	2,720,672

FY2018-2019 SECOND QUARTER RESULTS: WATER RECLAMATION OPERATING FUND

Select Revenues or Expenses

Expenses

Revenues

Revenues

Category	FY 2019 Budget	Amount	% Budget
Licenses, Fees, & Permits	30,000	23,011	77 %
Charges for Services	1,419,602	749,265	53 %
Other	809,069	404,231	50 %
Total	2,258,671	1,176,506	52 %

0M 1M 2M

Water Reclamation Fund Relevant Information

The current rates and fees for Marana Sewer customer can be found at - <http://www.maranaaz.gov/water-rates-and-fees> . Charges for Services (sewer rates) comprise the majority of the revenue for the fund. Preliminary FY2019 second quarter revenue collections are as expected. The majority of Other revenue is related to transfers between funds.

Year 2017 2018 2019

0.5M 0.0M

Licenses, Fees, & Permits Charges for Services

Category	2017	2018	2019
Licenses, Fees, & Permits	8,950	8,493	23,011
Charges for Services	515,384	589,110	749,265
Other		560,253	404,231
Total	524,334	1,157,856	1,176,506

Marana Regular Council Meeting_02/19/2019

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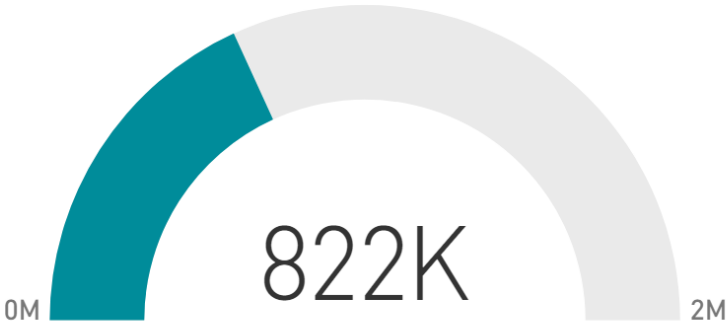
FY2018-2019 SECOND QUARTER RESULTS: WATER RECLAMATION OPERATING FUND

Select Revenues or Expenses

ExpensesRevenues

Expenses

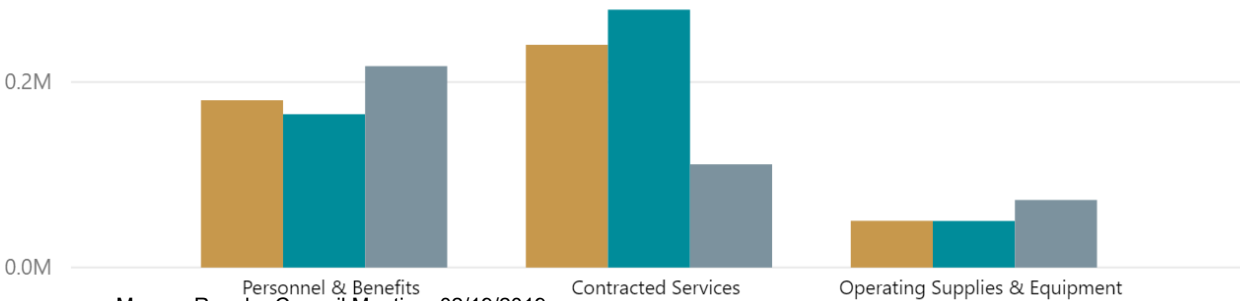
Category	FY 2019 Budget	Amount	% Budget
Personnel & Benefits	601,211	217,192	36 %
Contracted Services	438,965	111,306	25 %
Operating Supplies & Equipment	357,924	72,840	20 %
Capital Outlay	54,424	15,859	29 %
Debt Service	809,069	404,534	50 %
Total	2,261,593	821,731	36 %



Water Reclamation Fund Relevant Information

Overall, preliminary expenses for the Water Reclamation Operating Fund are below expectations through the second quarter of FY2019. This can be attributed to reduced sludge hauling and electrical costs with the new treatment facility. Capital costs associated with infrastructure and CIP projects are captured in separate funds.

Year 2017 2018 2019



Category	2017	2018	2019
Personnel & Benefits	180,397	165,323	217,192
Contracted Services	240,177	278,064	111,306
Operating Supplies & Equipm...	50,386	50,225	72,840
Capital Outlay		0	15,859
Debt Service			404,534
Total	470,960	493,612	821,731

FY 2018 - 2019 SECOND QUARTER RESULTS: AIRPORT OPERATING FUND

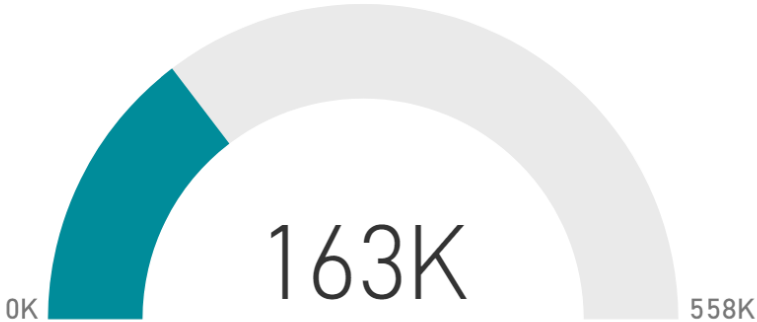
Select Revenues or Expenses

Expenses

Revenues

Revenues

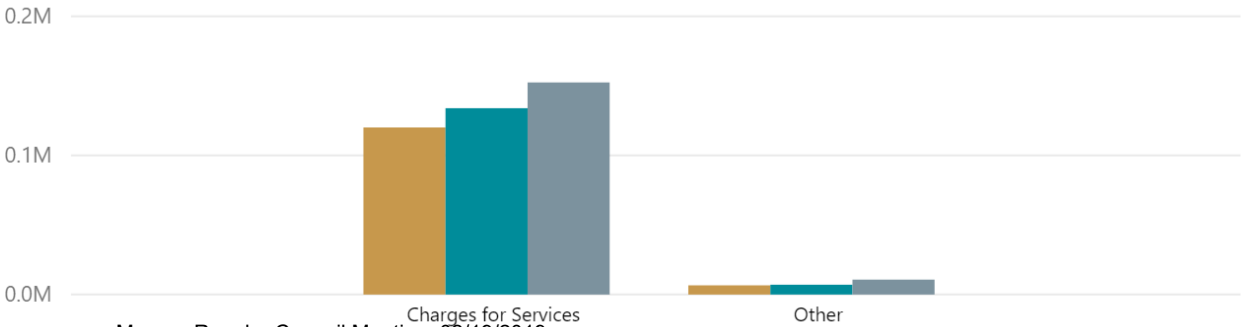
Category	FY 2019 Budget	Amount	% Budget
Charges for Services	330,068	152,477	46 %
Other	227,636	10,722	5 %
Total	557,704	163,199	29 %



Airport Fund Relevant Information

Charges for Services comprise of the majority of budgeted operating revenue for the Airport Fund. Preliminary second quarter revenue collection for the Airport Fund is near budgeted expectations and should reach budgeted levels as the year progresses. Other revenue is primarily comprised of transfers between funds scheduled to take place later in the fiscal year.

Year 2017 2018 2019



Category	2017	2018	2019
Charges for Services	120,119	133,960	152,477
Other	6,615	7,058	10,722
Total	126,734	141,018	163,199

FY 2018 - 2019 SECOND QUARTER RESULTS: AIRPORT OPERATING FUND

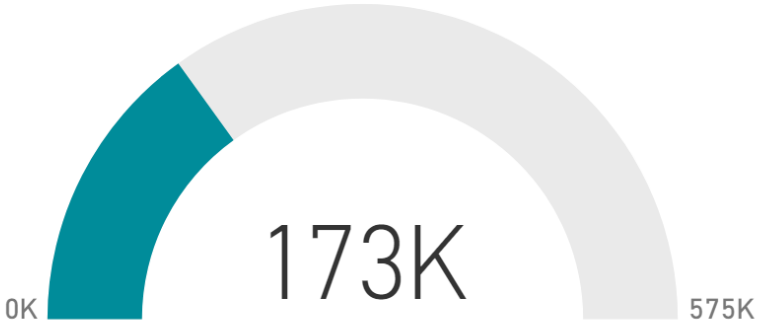
Select Revenues or Expenses

Expenses

Revenues

Expenses

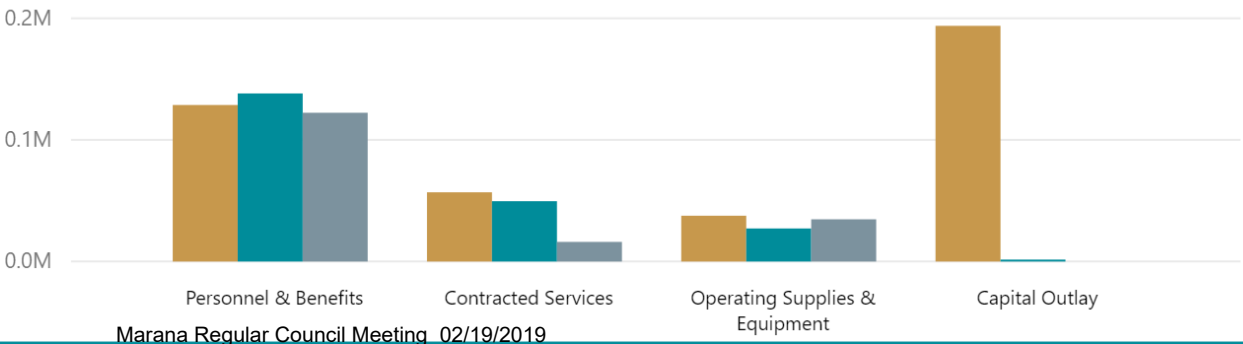
Category	FY 2019 Budget	Amount	% Budget
Personnel & Benefits	292,114	122,361	42 %
Contracted Services	176,090	16,142	9 %
Operating Supplies & Equipment	79,500	34,731	44 %
Capital Outlay	27,500		
Total	575,204	173,234	30 %



Airport Fund Relevant Information

Overall, expenses for the Airport Fund are slightly below budgeted levels through the second quarter of FY2019 but are expected to be at or near budgeted levels as the fiscal year progresses and one-time projects are completed. Costs related to CIP projects are captured in other funds.

Year 2017 2018 2019



Category	2017	2018	2019
Personnel & Benefits	128,739	138,227	122,361
Contracted Services	56,944	49,625	16,142
Operating Supplies & Equipment	37,681	27,192	34,731
Capital Outlay	193,839	668	
Total	417,203	215,712	173,234



Council-Regular Meeting

C1

Meeting Date: 02/19/2019

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: February 19, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2019-010: Relating to Development; approving a preliminary plat for Moonlight Canyon at Saguaro Ranch, Lots 1-43, Blocks 1-2, and Common Areas "A", "B", "C-1" and "C-2" generally located one mile north of the north terminus of Thornydale Road (Brian D. Varney)

Discussion:

Request

Rick Engineering Company, Inc., representing property owner Northlight Trust 1, is requesting approval of a preliminary plat for Moonlight Canyon at Saguaro Ranch. The proposed plat includes 43 residential lots, Blocks 1-2, and Common Areas "A", "B", "C-1" and "C-2" on 74.80 acres located in the Saguaro Ranch subdivision at the north terminus of Thornydale Road.

Zoning

The existing zoning of the subject property, 'F' Specific Plan, is regulated by two specific plans. Approximately 50.82 acres of the proposed subdivision is located within the Saguaro Ranch Specific Plan area, and the remaining 23.98 acres is located within the Dove Mountain Specific Plan area. Development within the plat will be subject to the regulations of both specific plans, as well as the conditions of Ordinance 2015.016 including the Amended and Restated Saguaro Ranch Pre-Annexation and Development Agreement.

Land Use

The preliminary plat proposes Lots 1 through 43, Block 1 (open space) [4.21 acres], Block 2 (functional open space) [2.50 acres], and Common Area "A" (private streets) [5.24 acres], Common Area "B" (open space) [.46 acres], Common Area "C-1" and

"C-2" (emergency access and utility) [.37 acres]. The proposed density of the subdivision is .58 residences per acre. The minimum lot size required by the Saguaro Ranch zoning is 8,000 square feet, and the minimum lot size required by the Dove Mountain zoning is 36,000 square feet. The minimum lot size proposed within this subdivision is 43,632 square feet. The maximum lot size proposed is 79,263 square feet and the average lot size is 62,159 square feet. The maximum building height shall be limited to 30 feet.

As is typically the case in Saguaro Ranch, the subdivision has been designed to leave much of the land area undisturbed. Building disturbance envelopes in the Saguaro Ranch portion shall be limited to 20,000 square feet, and those designated as Estate Lots under the Dove Mountain zoning shall be limited to the lesser of 50 percent of the lot area or 25,000 square feet. In accordance with the development agreement, the property owner will dedicate a trial easement via the final plat through Block 1. The easement will allow the Town to construct a public trail to ultimately connect with the larger planned regional network north and south of the plat area. The extended trail will eventually connect to the Tortolita Mountain Park at the north end and Tangerine Road at the south end.

Access and Traffic Circulation

The primary access to the subdivision will be provided via Conrad's Way off of the main road, Old Ranch House Road. Approximately .68 miles of new private streets are proposed which shall be maintained by the homeowner's association. Local street sections are proposed at 52 feet.

Utilities

The subdivision will be served by Tucson Water. The property owners will be responsible for constructing all on-site and off-site water infrastructure needed to serve potable water and fire protection to the project. Sewer service will be provided to each lot by a private on-site disposal system. TRICO and Southwest Gas will provide their respective services.

Planning Commission Hearing

The preliminary plat was considered by the Planning Commission at its January 30, 2019 meeting. The Commission voted unanimously (6-0) to recommend to the Town Council approval of the preliminary plat. The draft minutes from the Planning Commission meeting are attached to this report.

Staff Recommendation:

Staff has reviewed the proposed plat against the requirements of the Saguaro Ranch Specific Plan, the Amended and Restated Saguaro Ranch Pre-Annexation and Development Agreement, the Dove Mountain Specific Plan, the Marana Town Code, and the Marana General Plan. The proposed plat is in substantial conformance with all required development regulations, and staff recommends approval.

Suggested Motion:

I move to adopt Resolution No. 2019-010 approving the Preliminary Plat for Moonlight Canyon at Saguaro Ranch, Lots 1-43, Blocks 1-2, Common Areas "A", "B", "C-1" and "C-2".

Attachments

Resolution No. 2019-010

PRV1809-002 MCSR PP

PRV1809-002 MCSR PP Map

PRV1809-002 MCSR PP Commission Minutes

PRV1809-002 MCSR PP App

MARANA RESOLUTION NO. 2019-010

RELATING TO DEVELOPMENT; APPROVING A PRELIMINARY PLAT FOR MOONLIGHT CANYON AT SAGUARO RANCH, LOTS 1-43, BLOCKS 1-2, AND COMMON AREAS "A", "B", "C-1", AND "C-2" GENERALLY LOCATED ONE MILE NORTH OF THE NORTH TERMINUS OF THORNYDALE ROAD

WHEREAS, Rick Engineering Company, Inc., representing property owner Northlight Trust 1, has applied for approval of a preliminary plat for a subdivision consisting of Lots 1-43, Blocks 1-2, and Common Areas "A", "B", "C-1" and "C-2" within 74.80 acres of land, a portion of which is zoned "F" Saguaro Ranch Specific Plan and the remainder zoned "F" Dove Mountain Specific Plan; and

WHEREAS the Mayor and Town Council at the regularly scheduled meeting on February 19, 2019 determined that the preliminary plat for Moonlight Canyon at Saguaro Ranch should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the preliminary plat for Moonlight Canyon at Saguaro Ranch, Lots 1-43, Blocks 1-2, and Common Areas "A", "B", "C-1" and "C-2" is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of February, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

GENERAL NOTES

1. THE GROSS AREA OF THIS DEVELOPMENT IS 74.80 AC; 3,258,180.94 SF.

COMMON AREA "A" (PRIVATE STREETS) IS 5.24 AC, 228,547 SF.
COMMON AREA "B" (OPEN SPACE) IS 0.46 AC, 19,819 SF.
COMMON AREA "C" (ACCESS-UTILITY) IS 0.37 AC, 16,189 SF.
BLOCK 1 (OPEN SPACE) IS 4.21 AC, 183,478 SF.
BLOCK 2 (FUNCTIONAL OPEN SPACE) IS 2.50 AC, 108,892 SF.

THE NET AREA OF THIS SUBDIVISION IS 74.80 AC; 3,258,180.94

2. THE EXISTING ZONING IS F - SPECIFIC PLAN.
SAGUARO RANCH SPECIFIC PLAN - 50.82 ACRES
DOVE MOUNTAIN SPECIFIC PLAN - 23.98 ACRES

3. THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS OF MARANA ORDINANCE # 2015.016 ESTABLISHING THE SAGUARO RANCH SPECIFIC PLAN AND APPROVING THE AMENDED AND RESTATED SAGUARO RANCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT. THE SUBDIVISION IS ALSO SUBJECT TO THE LAND USE REGULATIONS OF THE DOVE MOUNTAIN SPECIFIC PLAN TO THE EXTENT OF THE LAND AREA (LOTS AND RELATED INFRASTRUCTURE) LOCATED WITHIN THAT PLAN'S BOUNDARY.

4. THE TOTAL NUMBER OF RESIDENTIAL LOTS IS 43; DENSITY IS 0.58 RAC.

5. THE MINIMUM ALLOWABLE LOT SIZE: SAGUARO RANCH LOT 50 - 8000 SF.
THE MINIMUM ALLOWABLE LOT SIZE: DOVE MOUNTAIN - 36,000 SF.
THE MINIMUM LOT SIZE IS 43,632 SF.
THE MAXIMUM LOT SIZE IS 79,263 SF.
THE AVERAGE LOT SIZE IS 62,159 SF.

6. DEVELOPMENT STANDARDS: SR LOT 50 DOVE MTN
MINIMUM SITE SETBACKS:
FRONT: 20' 30'
SIDE ENTRY GARAGE 10'
SIDE: 5' 10'
STREET SIDE: 10' 20'
REAR: 20' 20'
MIN. LOT WIDTH: 60' --
MIN. LOT DEPTH: 100' --
MAX. BLDG ENVELOPE: 20,000 SF LESSOR OF 50% OR 25,000 SF

7. MAXIMUM BUILDING HEIGHT ALLOWED IS 30 FEET.

8. ALL REQUIRED PARKING WILL BE OFF STREET. ON-SITE:
PARKING SPACES REQUIRED: 2 FOR EACH FAMILY OR UNIT = 86 SPACES.
PARKING SPACES PROVIDED: 2 PER GARAGE & 1 PER DRIVEWAY = 129 SPACES.

9. THE TOTAL MILES OF NEW PRIVATE STREETS 0.68.

10. THE DESIGN SPEED FOR THESE STREETS IS 20 MPH.
THE DESIGN VEHICLE IS WB-40.

11. THE DEVELOPER WILL COVENANT TO HOLD TOWN OF MARANA, ITS SUCCESSORS AND ASSIGNS, HARMLESS IN THE EVENT OF FLOODING.

12. DRAINAGE WILL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL.

13. A HOMEOWNER'S ASSOCIATION (HOA) WILL BE FORMED TO ACCEPT RESPONSIBILITY FOR MAINTENANCE, CONTROL, SAFETY, AND LIABILITY OF PRIVATE DRAINAGEWAYS, DRAINAGE EASEMENTS, AND COMMON AREAS.

14. THE AREA WITHIN THE 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING DURING A 100-YEAR FLOOD. ALL LAND USE IN THIS AREA SHALL BE RESTRICTED TO USES THAT HAVE BEEN APPROVED BY THE FLOODPLAIN ADMINISTRATOR.

15. ALL ROADS AND DRAINAGE IMPROVEMENTS WITHIN OR ADJACENT TO THIS SUBDIVISION SHALL BE CONSTRUCTED ACCORDING TO PLANS AS REVIEWED AND APPROVED BY THE TOWN OF MARANA.

16. ALL WALLS SHALL BE CONSTRUCTED OF, OR PAINTED, WITH GRAFFITI-RESISTANT MATERIALS.

17. ALL SIGNAGE TO BE APPROVED UNDER SEPARATE PERMIT.

18. OBJECTS AND MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACES SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30-INCHES AND 72-INCHES ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.

19. ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.

20. ALL EXTERIOR LIGHTING SHALL BE PER THE CURRENTLY ADOPTED TOWN OF MARANA OUTDOOR LIGHTING CODE.

21. ALL RIP RAP AND EROSION PROTECTION ROCK SHALL BE CORONADO BROWN IN COLOR.

22. ALL HOMES IN THIS DEVELOPMENT MUST BE PROVIDED WITH FIRE SPRINKLERS PER IFC D107.1. EXCEPTION 1.

23. FIRE HYDRANTS AT 500 FOOT MAXIMUM INTERVALS SHALL BE INSTALLED WITHIN COMMON AREAS FOR PRIVATE STREETS. THE FIRE FLOW REQUIREMENT IS 1,000 GALLONS/MINUTE APPROVED BY NORTHWEST FIRE DISTRICT. ALL HYDRANTS MUST BE INSTALLED AND OPERATIONAL PRIOR TO BEGINNING COMBUSTIBLE CONSTRUCTION MATERIALS ON SITE.

PRELIMINARY PLAT FOR
MOONLIGHT CANYON
AT SAGUARO RANCH
LOTS 1-43, BLOCKS 1-2 &
COMMON AREA "A", "B" & "C-1" AND "C-2"

GENERAL NOTES - CONTINUED

24. THIS PROJECT LIES WITHIN THE PLANNED WATER SERVICE AREA OF THE TUCSON WATER DEPARTMENT WHICH IS DESIGNATED BY THE DEPARTMENT OF WATER RESOURCES AS HAVING AN ASSURED WATER SUPPLY.

25. SEWAGE DISPOSAL FOR ALL LOTS SHALL BE BY A PRIVATE INDIVIDUAL ON-SITE DISPOSAL SYSTEM, AND PRIOR TO CONSTRUCTION EACH LOT MUST HAVE A SITE EVALUATION THAT MEETS THE REQUIREMENTS OF R18-9-A310 AND THAT IS PERFORMED BY AN ARIZONA REGISTERED PROFESSIONAL ENGINEER. THE COST OF AN ALTERNATIVE SYSTEM MAY BE SUBSTANTIALLY HIGHER THAN A CONVENTIONAL DISPOSAL SYSTEM.

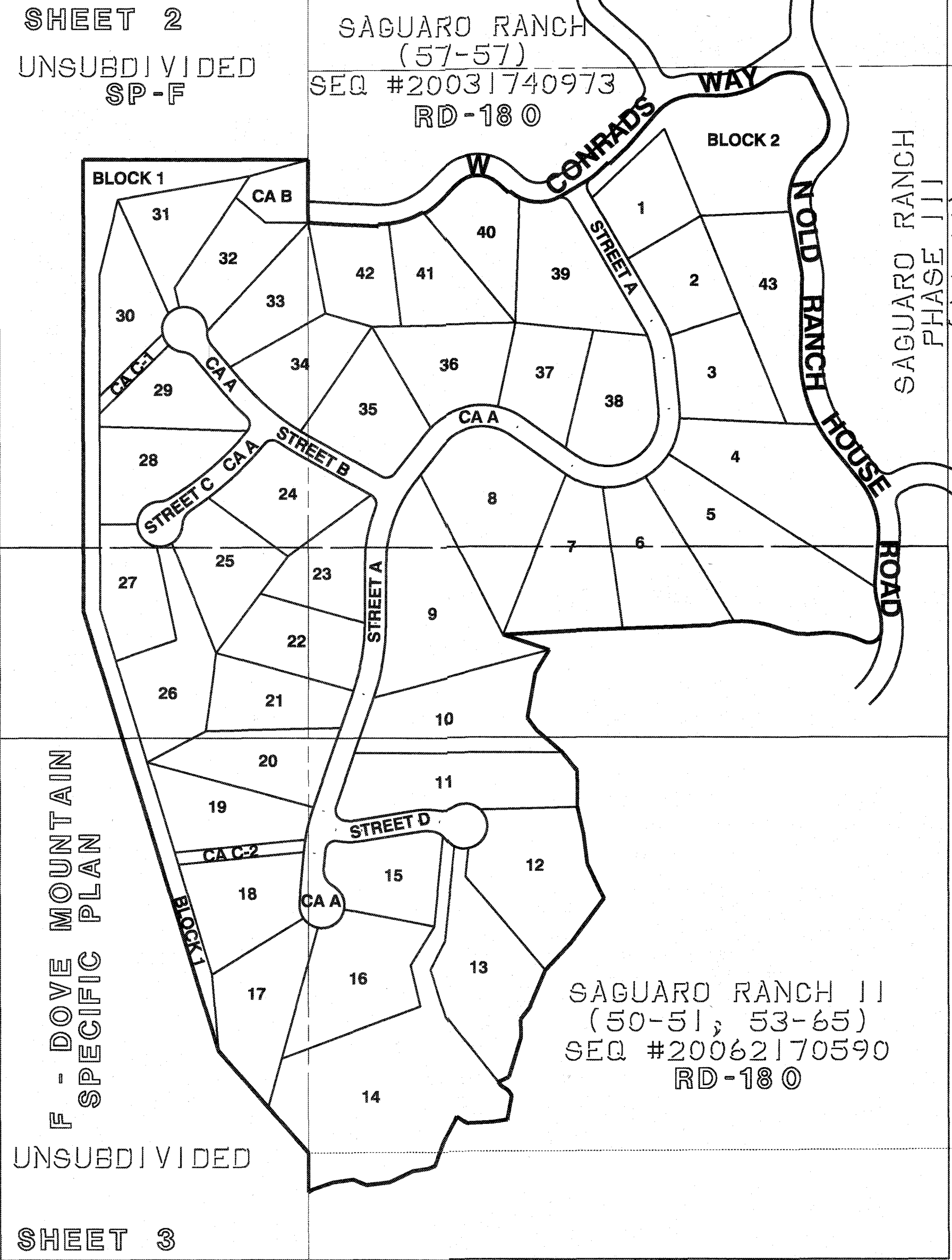
26. BASED UPON PRELIMINARY SITE ANALYSIS, ADDITIONAL TREATMENT WITH TEXTILE FILTER WITH UV DISINFECTION, OR AN APPROVED EQUAL, MAY BE NECESSARY TO OVERCOME THE SITE LIMITATIONS ON EACH LOT. THE ALTERNATIVE SYSTEM SHALL BE DESIGNED BY AN ARIZONA REGISTERED PROFESSIONAL ENGINEER. THE TEXTILE FILTER AND UV DISINFECTION, OR EQUIVALENT SHALL MEET ALL APPLICABLE REQUIREMENTS OF A.A.C. TITLE 18 CHAPTER 9 AND SHALL INCLUDE THE FOLLOWING CRITERIA:

1. PRODUCE EFFLUENT THAT HAS A TSS OF 15 MG/L, 30 DAY ARITHMETIC MEAN.
2. BOD OF 15 MG/L, 30 DAY ARITHMETIC MEAN.
3. TOTAL NITROGEN OF 30 MG/L, 5 MONTH ARITHMETIC MEAN.
4. TOTAL COLIFORM OF 10 CFU/100 ML.
5. UNIT SHALL INCLUDE REMOTE MONITORING CAPABILITIES.
6. UV DISINFECTION UNIT WITH ALARM, OR APPROVED EQUIVALENT.

SUBSURFACE DRIP IRRIGATION DISPOSAL SYSTEM SHALL MEET THE REQUIREMENTS SET FORTH IN R-18-9-E322.

27. THE AREA CONTAINS HABITAT FOR THE SONORAN DESERT TORTOISE, A SPECIES THAT IS BEING CONSIDERED FOR LISTING AS THREATENED OR ENDANGERED BY THE U.S. FISH AND WILDLIFE SERVICE. AT LEAST 30-DAYS BEFORE GRADING, A 100% AREA SURVEY SHOULD 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.

28. THE PROJECT AREA CONTAINS POTENTIAL FORAGING HABITAT FOR THE LISTED ENDANGERED LESSOR LONG-NOSED BAT. DUE TO THE POTENTIAL OF JURISDICTIONAL WASHES ON-SITE, THE TOWN OF MARANA REQUIRES THAT A JURISDICTIONAL DELINEATION BE DONE BY THE CORPS OF ENGINEERS. ANY JURISDICTIONAL WASHES WILL BE SHOWN ON THE PLAT ALONG WITH A GENERAL NOTE THAT STATES "ANY DISTURBANCE TO JURISDICTIONAL WASHES MAY REQUIRE APPROVAL FROM THE ARMY CORPS OF ENGINEERS".



ACCEPTED

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

BY: MARANA DEVELOPMENT SERVICES DIRECTOR DATE

BY: NORTHWEST FIRE DISTRICT DATE

ADMINISTRATIVE ADDRESS

14100 NORTH THORNYDALE ROAD
MARANA, ARIZONA 85658

SHEET INDEX

1. COVER SHEET
2-3. PLAN SHEETS

OWNER

NORTHLIGHT TRUST 1
64 WALL STREET, SUITE 212
NORWALK, CONNECTICUT 06850
CONTACT: GREG WALTER
(646) 873-6546
gwalter@northlightfinancial.com

DEVELOPER

L & P PARTNER'S, INC
2601 FOURTH AVENUE, 6TH FLOOR
SEATTLE, WASHINGTON 98121
CONTACT: SCOTT LUNDBERG
(520) 323-3979
sflundberg@gbattorneys.com

LEGEND

ITEM	SYMBOL
CENTERLINE	---
SECTION LINE	---
SUBDIVISION BOUNDARY	---
PROPERTY LINE	---
EASEMENT BOUNDARY	---
EXIST CONTOUR LINE	---
EXIST SPOT ELEVATION	X 2751.1
EXIST SAGUARO	---
FLOODPLAIN LIMIT	---
BUILDING EROSION SETBACK LINE	---
BUILDING SETBACKS	---
PROPOSED GENERAL ACCESS (FOR ADDRESSING PURPOSES ONLY)	---
EXIST PAVEMENT EDGE	---
EXIST WATERLINE W/VALVE	---
EXIST UNDERGROUND LINE	---
EXIST FIBER OPTIC LINE	---
EXIST GAS LINE	---
EXIST TELEPHONE LINE	---
EXIST CABLE LINE	---
EXIST OVERHEAD ELECTRIC LINE	---
PROPOSED STORM DRAIN W/MH	---
FLOW ARROW	---
CONCENTRATION POINT (HYDRAULIC TABLE REFERENCE)	---
APPROX FINISH SURFACE	---
LANDSCAPE/SCREENWALL	---
PROPOSED SLOPE	---
SIGHT VISIBILITY TRIANGLE	---
CONCRETE PAVING	---
A.C. PAVING	---
PROPOSED TRAIL	---
FOUND SURVEY MON. RLS17479 (1/2" IRON PIN OR AS NOTED)	---
SECTION CORNER	---
QUARTER SECTION CORNER	---
POTENTIAL BUILDING LOCATION	---
POTENTIAL ALTERNATIVE SEPTIC LOCATION	---
GEOTECHNICAL APPROX TEST PIT LOCATIONS	---
GEOTECHNICAL APPROX SEISMIC TESTING LOCATIONS	---

BASIS OF BEARINGS

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 20, T11S, R13E AS SHOWN ON THE FINAL PLAT FOR SAGUARO RANCH II, BOOK 61 PAGE 89 MAP, AS MONUMENTED BY A 3" GLO BRASS DISC AT THE WEST QUARTER OF SAID SECTION AND A 3" GLO BRASS DISC AT THE NORTHWEST CORNER OF SAID SECTION, SAID BEARING BEING N00°03'11"E

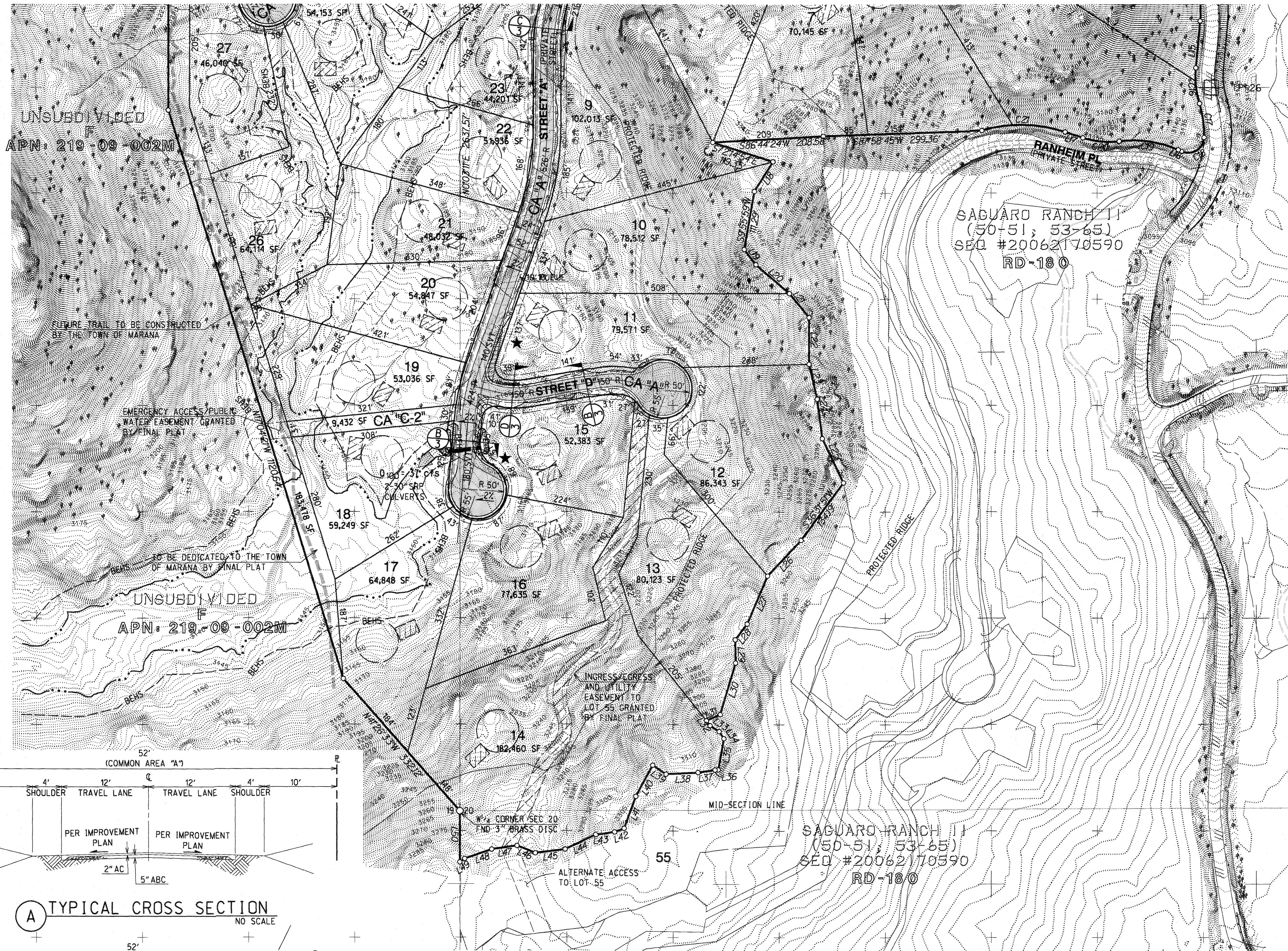
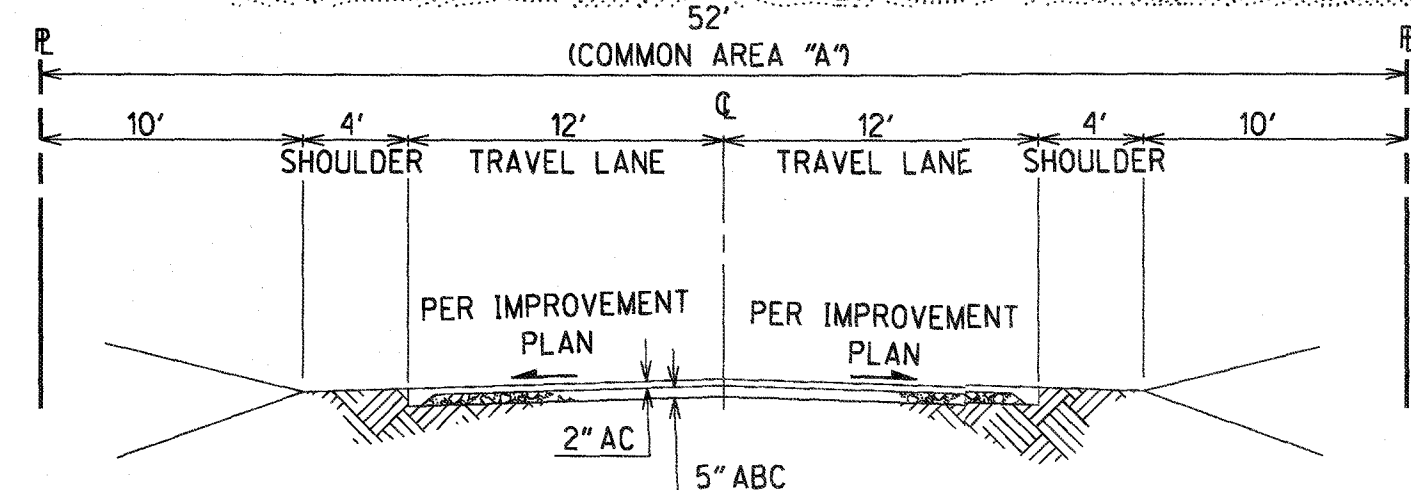
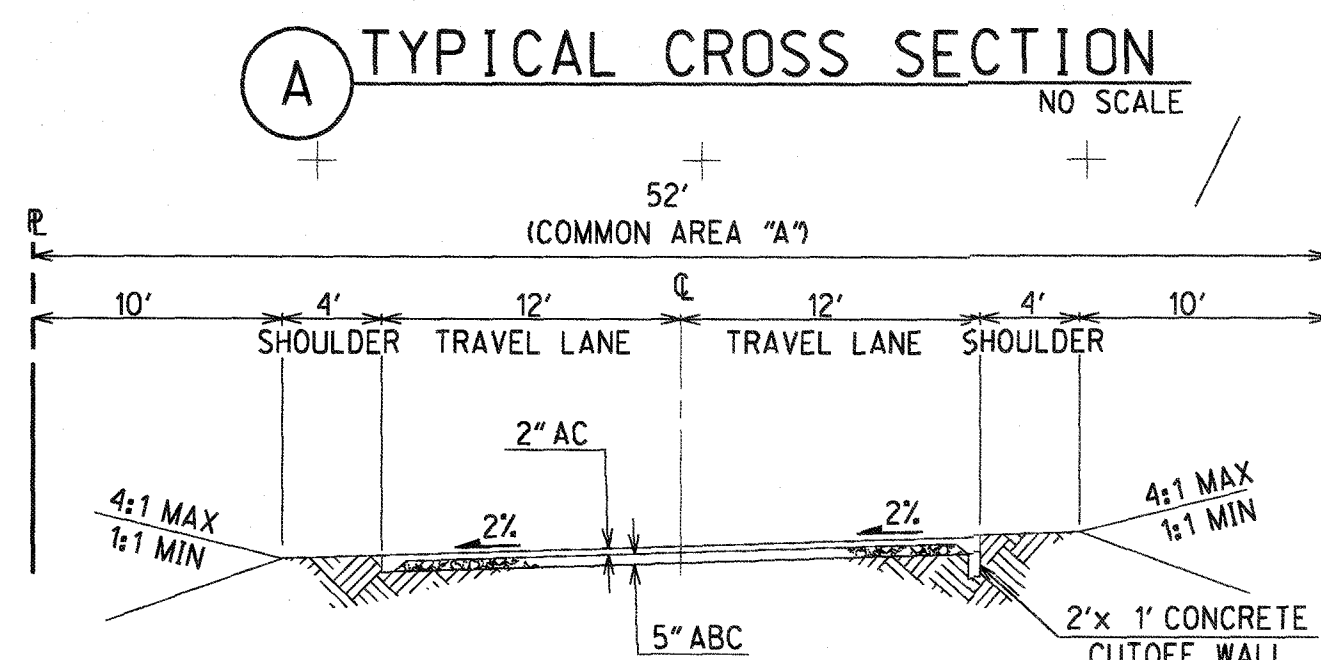
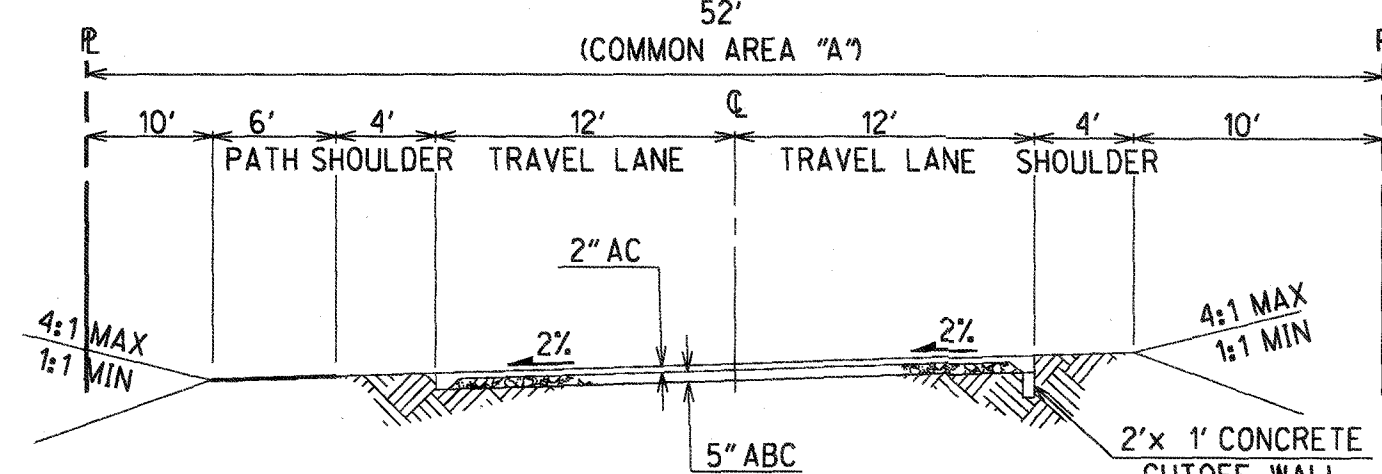
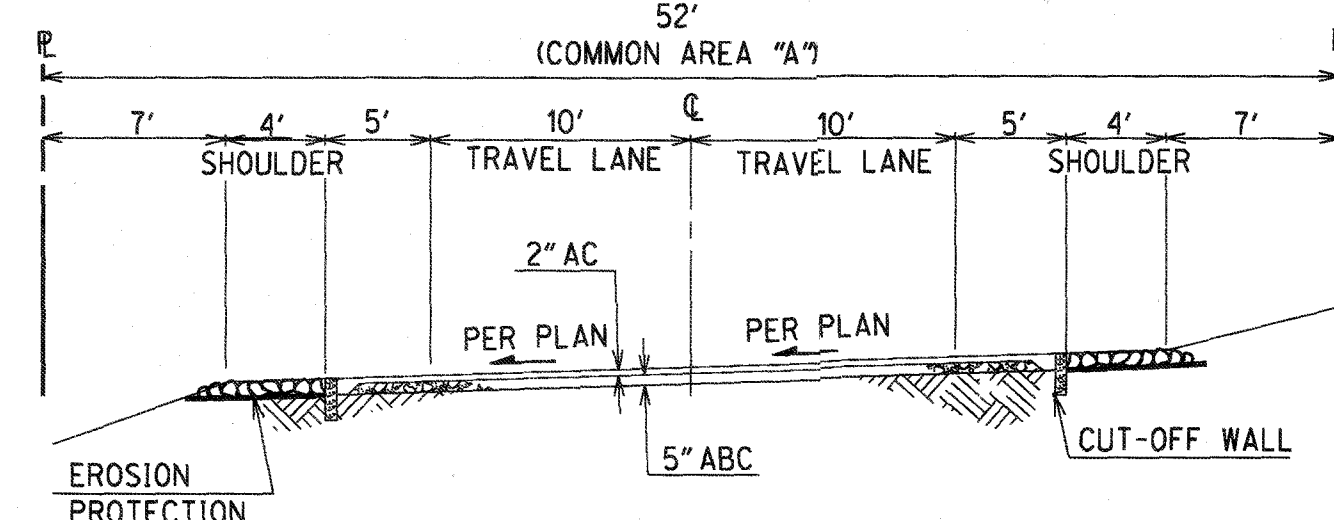
BASIS OF ELEVATION

"X" ON THE SOUTHEAST CORNER OF AN ELECTRIC TRANSFORMER BASE 90' +/- FROM THE END OF PAVEMENT ON COPPER SUNSET DRIVE. GPS STATIC DATA PROCESSED THROUGH OPUS PROJECTS. ELEV.=2928.88 (NAVD88)

PRELIMINARY PLAT FOR
MOONLIGHT CANYON
AT SAGUARO RANCH
LOTS 1-43, BLOCKS 1-2 & COMMON AREA "A", "B"
& COMMON AREA "C-1" AND "C-2"

COMMON AREA "A" (PRIVATE STREET)
COMMON AREA "B" (OPEN SPACE)
COMMON AREA "C" (ACCESS AND UTILITIES)
LOT 50, SAGUARO RANCH II, BOOK 61, PAGE 89 AND A PORTION OF NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 11S, RANGE 13E, GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

COMMON AREA "A" (PRIVATE STREET)
COMMON AREA "B" (OPEN SPACE)
COMMON AREA "C" (ACCESS AND UTILITIES)
LOT 50, SAGUARO RANCH II, BOOK 61, PAGE 89 AND A PORTION OF NORTHEAST
QUARTER OF SECTION 19, TOWNSHIP 11S, RANGE 13E, GILA AND SALT RIVER
BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

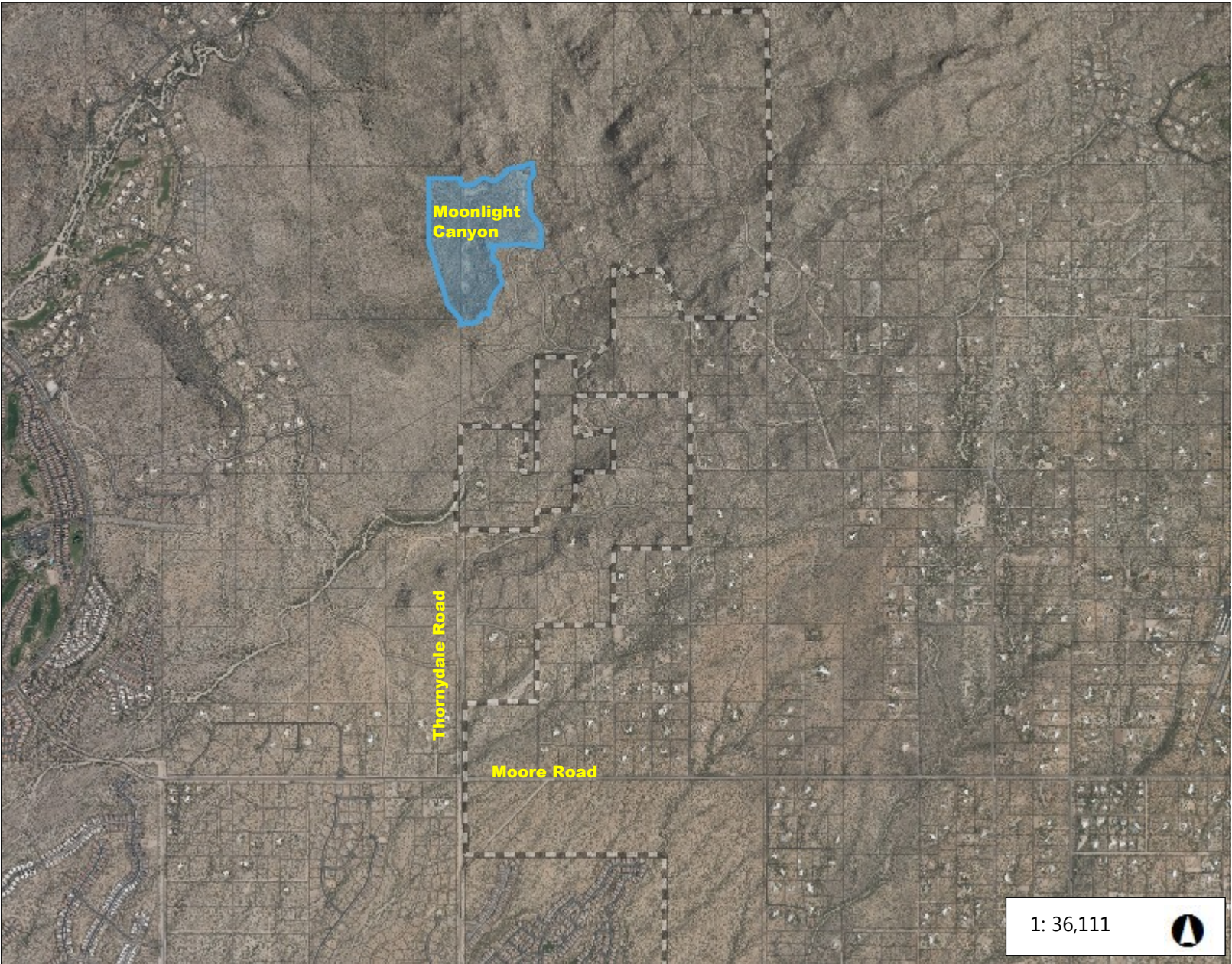


NAME	LINE TABLE	DIRECTION	LENGTH
L1	N 0°10'08"	W	5.00
L2	S 30°39'45"	E	5.00
L3	N 45°05'49"	E	52.55
L4	S 48°24'59"	E	36.59
L5	N 41°35'01"	E	5.00
L6	N 59°42'23"	E	76.81
L7	N 46°20'40"	E	38.29
L8	S 43°39'20"	E	5.00
L9	N 46°20'40"	E	55.97
L10	N 40°30'48"	E	100.06
L11	S 88°59'51"	E	49.82
L12	S 81°03'25"	E	13.32
L13	S 26°00'45"	E	80.41
L14	S 39°28'51"	E	100.97
L15	S 5°15'47"	W	88.63
L16	N 65°52'30"	W	6.95
L17	N 71°46'01"	W	35.36
L18	S 32°14'41"	W	66.19
L19	S 37°19'25"	W	36.18
L20	S 49°21'47"	W	83.40
L21	S 39°18'33"	W	58.44
L22	S 0°00'00"	W	87.70
L23	S 12°54'58"	W	67.48
L24	S 7°23'28"	W	74.61
L25	S 25°26'33"	W	92.56
L26	S 43°12'41"	W	92.12
L27	S 23°00'12"	W	98.25
L28	S 37°29'11"	W	37.28
L29	S 1°01'10"	W	43.52
L30	S 16°41'16"	W	101.30
L31	S 65°59'43"	W	28.47
L32	S 35°47'05"	W	11.73
L33	S 56°57'32"	W	20.31
L34	S 34°54'19"	W	15.91
L35	S 10°16'56"	W	59.89
L36	S 86°11'23"	W	5.95
L37	S 81°34'56"	W	32.42
L38	S 87°00'37"	W	60.66
L39	N 56°08'10"	W	30.02
L40	S 28°45'12"	W	66.50
L41	S 19°59'46"	W	64.16
L42	S 68°58'33"	W	19.10
L43	S 81°15'36"	W	36.07
L44	S 64°33'09"	W	63.78
L45	S 83°03'07"	W	56.64
L46	N 68°12'45"	W	36.92
L47	S 81°52'32"	W	48.48
L48	S 70°39'13"	W	53.77
L49	S 55°46'11"	W	11.14
L50	N 0°02'20"	W	95.97

NAME	CURVE TABLE		
	DELTA	RADIUS	ARC
C1	3°17'49"	221.00	12.72
C2	30°29'37"	216.00	114.96
C3	14°14'27"	221.00	54.93
C4	86°29'12"	72.00	108.68
C5	71°52'38"	106.00	132.98
C6	13°21'43"	121.00	28.22
C7	5°49'53"	126.00	12.82
C8	50°29'21"	124.00	109.27
C9	36°36'50"	206.00	131.64
C10	44°33'16"	100.00	77.76
C11	55°02'40"	30.00	28.82
C12	80°55'49"	77.00	108.76
C13	65°33'29"	151.00	172.78
C14	11°59'08"	124.00	25.94
C15	44°44'38"	199.00	155.40
C16	22°10'25"	176.00	88.11
C17	18°39'32"	199.00	64.81
C18	112°22'36"	30.00	58.84
C19	31°32'51"	207.00	113.98
C20	25°39'20"	155.00	69.40
C21	34°22'47"	265.32	159.20

PRELIMINARY PLAT FOR MOONLIGHT CANYON AT SAGUARO RANCH LOTS 1-43, BLOCKS 1-2 & COMMON AREA "A", "B" & COMMON AREA "C-1" AND "C-2"

COMMON AREA "A" (PRIVATE STREET)
COMMON AREA "B" (OPEN SPACE)
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LOT 50, SAGUARO RANCH II, BOOK 61, PAGE 89 AND A PORTION OF NORTHEAST
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BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA



Legend

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

Notes

PRV1809-002 Moonlight Canyon at Saguaro Ranch





MARANA PLANNING COMMISSION
REGULAR COMMISSION MEETING MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, January 30, 2019, at or after 6:30 P.M.

Thomas Schnee, Chairman
Don Duncan, Vice Chair
Terry Fehrmann, Commissioner
Ronald Hill, Commissioner
Richard Miller, Commissioner
Bryan Schachter, Commissioner
Sharon Tyson, Commissioner

REGULAR PLANNING COMMISSION MEETING

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

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

ROLL CALL. Commission Secretary Terri Byler called roll. Commissioner Schachter was absent. A quorum was present.

CALL TO THE PUBLIC. No speaker cards presented.

APPROVAL OF AGENDA. *Motion to approve by Commissioner Fehrmann , seconded by Commissioner Miller. Passed unanimously.*

ANNOUNCEMENTS. The next scheduled General Plan Advisory Committee is Wednesday, February 13, 2019 at 6:30 p.m. at Town Hall. (Jason Angell)

GENERAL ORDER OF BUSINESS. Approve Regular Planning Commission Meeting Minutes from November 28, 2018. *Motion to approve by Commissioner Tyson, seconded by Commissioner Hill. Passed unanimously.*

PUBLIC HEARINGS.

1. CUP1901-001 Marana Church Building Height Exception. Approving and authorizing a conditional use permit for the proposed Marana Church Building project at 9800 N. Coachline Blvd, APN 226-07-005T. (Ryan Fagan)

Addressing the Commission **Ryan Fagan** stated staff received an application for a conditional use permit for a 62'4" steeple with a 4' lightning rod. This is for a proposed church to be located at 9800 N. Coachline Blvd. The zoning is "F" – Continental Ranch Specific Plan and the land use is Medium Density Residential, with a building height limit of 30'.

Planning Commission and Town Council recently approved changes to Town Code section 17-6-4. The changes in this section allows up to a 50% height increase for ornamental feature to be approved administratively, subject to conditions. These conditions include that the ornamental feature be an integral part of the building's architecture, not be used for human occupancy, not be used for signage, a viewshed and shadow analysis are required, may not exceed 25% of the primary building roof area, and any lighting or illumination above the zoning height requires explicit conditional use permit approval.

Motion to approve by Vice Chair Duncan, seconded by Commissioner Miller. Passed unanimously. 6-0

COMMISSION ACTION.

1. PRV1809-002 Preliminary Plat for Moonlight Canyon at Saguaro Ranch. A request for a recommendation to the Marana Town Council for approval of the Preliminary Plat for Moonlight Canyon at Saguaro Ranch, Lots 1-43, Blocks 1-2, Common Areas "A", "B", "C-1" and "C-2" (Brian D. Varney)

Motion to approve by Chairman Schnee, seconded by Commissioner Tyson. Passed unanimously. 6-0

INFORMATIONAL ITEMS/POSSIBLE ACTION ITEMS.

FUTURE AGENDA ITEMS.

ADJOURNMENT. *Motion to adjourn at 7:23 p.m. by Chairman Schnee, seconded by Commissioner Fehrmann. Passed unanimously.*

CERTIFICATION.

I hereby certify that the foregoing are the true and correct minutes of the Marana Planning Commission meeting held on January 30, 2019. I further certify that a quorum was present.



Terri Byler, Commission Secretary

**PROJECT APPLICATION****PROJECT INFORMATION**

Project Name: WILDCAT CANYON

Description of Project: PP SAGUARO RANCH II LOT 50, & PORTION NE1/4 SEC 19

Number of Lots: 43

Parcel No.(s): 219-09-002L AND 219-10-1170

Gross Area (Acres): 74.8

Project Address: 3745 W. CONRAD'S WAY

Ref. Project No.: PCZ14-09-001 PCZ17-RV-08-001 PRV-03072f

CONTACT INFORMATION**Owner:** NORTHLIGHT TRUST I

Contact Name: GREG WALTER

Address: 64 WALL STREET, SUITE 212

City: NORWALK

State: CN

Zip: 06850

Email: gwalter@northlightfinancial.com

Phone No.: (646) 873-6546

Applicant: RICK ENGINEERING COMPANY, INC.

Contact Name: CHUCK MARTIN

Address: 3945 E FT LOWELL RD, STE 111

City: TUCSON

State: AZ

Zip: 85712

Email: cmartin@rickengineering.com

Phone No.: (520) 795-1000

Consultant/Engineer: RICK ENGINEERING COMPANY, INC.

Contact Name: PAUL IEZZI

Address: 3945 E FT LOWELL RD, STE 111

City: TUCSON

State: AZ

Zip: 85712

Email: piezzi@rickengineering.com

Phone No.: (520) 795-1000

OWNER/APPLICANT AUTHORIZATION

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

CHUCK MARTIN

Applicant Name (PRINT)

Signature

Date

FOR OFFICIAL USE ONLYProject No. PRV1809-002Date Received 9/20/18

- | | | | |
|---|--|--|--|
| ☐ 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

C2

Meeting Date: 02/19/2019

To: Mayor and Council

From: Steven Vasquez, Senior Planner

Date: February 19, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2019-011: Relating to Development; approving a final plat for Gladden Farms Blocks 40 & 41 Lots 1-119, Common Areas A-1 - A-11 and Common Areas B-1 - B-3 at the northeast corner of Midfield Road and Tangerine Road (Steven E. Vasquez)

Discussion:

Request

Rick Engineering, on behalf of Meritage Homes of Arizona, Inc., is requesting the approval of a final plat consisting of 119 residential lots and common areas "A" and "B" on approximately 23.9 acres within the Gladden Farms II development.

Location

The subdivision will be located within portions of Blocks 40 and 41 of the Gladden Farms Blocks 26-43 block plat (Book 62, Page 64) at the northeast corner of Midfield Road and Tangerine Road.

Zoning

The zoning for Blocks 40 and 41 is F - Specific Plan (Gladden Farms II) with a land use designation of High Density Residential (HDR). The HDR land use permits small-lot, single-family detached homes with a minimum lot size of 3,500 square feet. The proposed minimum lot size is 5,257 square feet (Lot 109). The proposed maximum lot size is 7,800 square feet (Lot 12). The proposed average lot size is 5,568 square feet.

Transportation

The subdivision will have two entries. One entry will be off Tangerine Road on O'Farrell Avenue with a 44 foot right-of-way and a second entry will be off Midfield Road on

Browns Drive with a 60 foot right-of-way. The typical internal street section is a 42 foot wide public right-of-way.

Park Requirements and Trails

Per the Gladden Farms II Specific Plan, 185 square feet of on-site recreation area per single-family detached residence is required. This subdivision requires a minimum of 22,015 square feet of recreation area. The active recreation area is within Common Area "B-1" located in the northwest portion of the subdivision and is 40,994 square feet in size. Trails will be located within Common Areas "B-2" and "B-3" that connect the subdivision to the open space paseo system planned for Phase II of Gladden Farms.

Preliminary Plat

The preliminary plat for Gladden Farms Blocks 40 & 41 was approved by Town Council on August 2, 2018 by adoption of Resolution No. 2018-069.

Staff Recommendation:

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

Suggested Motion:

I move to adopt Resolution No. 2019-011 approving a final plat for Gladden Farms Blocks 40 & 41 Lots 1-119, Common Areas A-1 - A-11 and Common Areas B-1 - B-3 at the northeast corner of Midfield Road and Tangerine Road.

Attachments

Resolution No. 2019-011
PRV1811-004 GF 40 & 41 FP
PRV1811-004 GF 40 & 41 FP Map
PRV1811-004 GF 40 & 41 FP App

MARANA RESOLUTION NO. 2019-011

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR GLADDEN FARMS BLOCKS 40 & 41 LOTS 1-119, COMMON AREAS A-1 – A-11 AND COMMON AREAS B-1 – B-3 LOCATED AT THE NORTHEAST CORNER OF MIDFIELD ROAD AND TANGERINE ROAD

WHEREAS, on March 7, 2006, the Mayor and Town Council adopted Ordinance No. 2006.03, approving a rezoning to create the Gladden Farms II Specific Plan; and

WHEREAS, on May 16, 2007, the Mayor and Town Council adopted Resolution No. 2007-75, approving the final block plat for Gladden Farms Blocks 26 – 43, Book 62, Page 64; and

WHEREAS, on August 7, 2018, the Mayor and Town Council adopted Resolution No. 2018-069, approving the preliminary plat for Gladden Farms Blocks 40 & 41; and

WHEREAS, Rick Engineering, on behalf of Meritage Homes of Arizona, Inc., has applied for approval of a final plat for a 119-lot single-family residential home subdivision within Blocks 40 & 41 of the Gladden Farms Blocks 26 – 43 block plat located approximately at the northeast corner of Midfield Road and Tangerine Road; and

WHEREAS, the Marana Town Council, at the regularly scheduled meeting on February 19, 2019, determined that the final plat for Gladden Farms Blocks 40 & 41 should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the final plat for Gladden Farms Blocks 40 & 41 Lots 1-119, Common Areas A-1 – A-11 and Common Areas B-1 – B-3 is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of February, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS PROJECT IS WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA. SAID LINE MONUMENTED BY A FOUND 1 1/2" ALUM CAP STAMPED "17436" AT THE WEST QUARTER AND A FOUND 1/2" REBAR TAGGED "PCHD3" AT THE SOUTHWEST CORNER OF SAID BEARING S00°30'03"E.

GENERAL NOTES

- THE GROSS AREA OF THIS DEVELOPMENT IS 23.9 ACRES; 1,045,248 SQUARE FEET.
- THE EXISTING ZONING IS F (SPECIFIC PLAN - GLADDEN FARMS II) PER ORDINANCE NO. 2006.03. THE LAND USE DESIGNATION FOR BOTH BLOCKS IS HIGH DENSITY RESIDENTIAL (HDR).
- THE TOTAL NUMBER OF RESIDENTIAL LOTS IS 119.
- MINIMUM ALLOWABLE LOT SIZE IS 3,500 SF PER THE HDR LAND USE DESIGNATION.
- MINIMUM LOT SIZE: 5,257 SF
MAXIMUM LOT SIZE: 7,800 SF
AVERAGE LOT SIZE: 5,568 SF
- MAXIMUM BUILDING HEIGHT: 30'
- MINIMUM SITE SETBACKS:
FRONT: 10 FEET
MAY BE REDUCED TO 5 FEET WITH REAR OR SIDE-LOADED GARAGE*
FRONT PORCH: 5 FEET*
FRONT-LOADED GARAGE: 20 FEET
SIDE-LOADED GARAGE: 5 FEET*
* MAY NOT ENCRDACH INTO THE PUBLIC UTILITY EASEMENT, IF REQUIRED.
SIDE: 0 FEET MUST PROVIDE A 3-FOOT ACCESS EASEMENT ON ADJACENT LOT FOR Z-LOT LINES.
REAR: 10 FEET
PATIO STRUCTURES: 5 FEET IF OPEN ON 3 SIDES
MAY BE REDUCED TO 5 FEET WITH REAR-LOADED GARAGE.
- PARKING SPACES REQUIRED: (2 FOR EACH FAMILY UNIT) = 238 SPACES
PARKING SPACES PROVIDED: (2 PER GARAGE & 2 PER DRIVEWAY) = 476 SPACES
- THE TYPE AND AREA OF LAND USE IS AS FOLLOWS:
COMMON AREA "A"(LANDSCAPE, UTILITIES AND DRAINAGE) IS 0.91 AC, 41,547 SF
COMMON AREA "B"(FUNCTIONAL OPEN SPACE, UTILITIES AND DRAINAGE) IS 3.51 AC, 152,721 SF
PUBLIC STREETS - 8.49 AC, 369,851 SF
- NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
- 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.
- ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.
- OBJECTS AND MATERIALS WITHIN THE SIGHT VISIBILITY TRIANGLE EASEMENTS SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30-INCHES AND 72-INCHES ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
- THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
- TOTAL MILES OF NEW PUBLIC STREET IS 0.83
- INSTALLATION OF ITEMS SUCH AS LANDSCAPE, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATION WITHIN THE PUBLIC RIGHTS-OF-WAY.
- THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER SERVICE AREAS WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. 45-576.
- ALL WEATHER PAVED FIRE DEPARTMENT ACCESS ROADS AND REQUIRED FIRE HYDRANTS SHALL BE APPROVED, INSTALLED, TESTED, AND SERVICEABLE PRIOR TO THE INTRODUCTION OF COMBUSTIBLE CONSTRUCTION MATERIAL ON THE SITE.
- POTABLE WATER FOR THIS SUBDIVISION SHALL BE PROVIDED BY THE TOWN OF MARANA WATER UTILITY AND NON-POTABLE WATER SHALL BE PROVIDED BY THE CORTARO-MARANA IRRIGATION DISTRICT.
- FIRE HYDRANTS AT 500 FOOT MAXIMUM INTERVALS SHALL BE INSTALLED WITHIN PUBLIC STREETS. THE FIRE FLOW REQUIREMENT IS 1,500 GALLONS/MINUTE APPROVED BY NORTHWEST FIRE DISTRICT. ALL HYDRANTS MUST BE INSTALLED AND OPERATIONAL PRIOR TO BEGINNING COMBUSTIBLE CONSTRUCTION MATERIALS ON SITE.
- THIRTY DAYS PRIOR TO GRADING, A COMPLETED A BURROWING OWL CLEARANCE SURVEY MUST BE SUBMITTED TO THE TOWN OF MARANA.
- SOME OR ALL OF THE LANDS WITHIN THIS PROJECT SHALL CONTINUE TO BE SUBJECT TO TAX AND/OR ASSESSMENTS BY THE CORTARO-MARANA IRRIGATION DISTRICT AND CORTARO WATER USERS' ASSOCIATION.

GENERAL NOTES CONTINUED

- PER THE GLADDEN II SPECIFIC PLAN SECTION 111.L, OPEN SPACE, RECREATION, PARKS AND TRIALS CONCEPT AND SECTION IV.C.3.d DEVELOPMENT STANDARDS - SMALL- LOT SINGLE FAMILY DETACHED - HDR LAND USE DESIGNATION, THE MINIMUM AREA FOR PRIVATE, COMMON ON-SITE RECREATION AREAS, SHALL BE 185 SQUARE FEET PER SINGLE FAMILY RESIDENCE. THIS PROJECT SHALL REQUIRE 22,015 SQUARE FEET OF DEVELOPED RECREATION AREA. A TOTAL OF 152,721 SQUARE FEET OF DEVELOPED RECREATION AREA IS PROVIDED.
- THE RELOCATION OF ANY UTILITIES SHALL BE AT NO EXPENSE TO THE PUBLIC, THE TOWN OF MARANA, OR THE CORTARO MARANA IRRIGATION DISTRICT.
- ANY BUILDING OVER 3,600 SQUARE FEET UNDER ROOF MUST BE EVALUATED BY THE NORTHWEST FIRE DISTRICT FOR ADDITIONAL FIRE PROTECTION MEASURES. ANY DWELLING HAVING LIMITED ACCESS IN EXCESS OF 150-FEET, OR 12% ACCESS GRADE, OR LOW CLEARANCE MUST BE EVALUATED BY THE NORTHWEST FIRE DISTRICT FOR ADDITIONAL FIRE PROTECTION MEASURES.
- INTERIOR PROPERTY CORNERS SHALL BE MONUMENTED AS SOON AS COMPLETION OF THE INFRASTRUCTURE AND IMPROVEMENTS MAKE IT PRACTICAL TO DO SO. IF SUCH MONUMENTS SHOULD DIFFER FROM THE TYPE DESCRIBED ON THE FINAL PLAT, A RECORD OF SURVEY SHALL BE FILED SHOWING THOSE DIFFERENCES. ALL MONUMENTS SET SHALL BE UNDER THE DIRECT SUPERVISION OF THE SURVEYOR OF RECORD. IF FOR ANY REASON THE SURVEYOR OF RECORD IS NOT AVAILABLE TO SUPERVISE THE SETTING OF THE INTERIOR CORNER MONUMENTS, SUBSEQUENT TO THE RECORDING OF THE FINAL PLAT, THE REPLACEMENT SURVEYOR SHALL SET MONUMENTS WITH HIS/HER IDENTIFYING NUMBER AND A RECORD OF SURVEY SHALL BE RECORDED IN ACCORDANCE WITH THE STATE STATUTES.

GLADDEN SPECIFIC NOTES

- AN AVIGATION EASEMENT HAS BEEN RECORDED ON THIS PROPERTY. THIS PROPERTY IS IN THE AIRPORT INFLUENCE AREA FOR THE MARANA REGIONAL AIRPORT AND IS SUBJECT TO AIRCRAFT NOISE AND AIRCRAFT OVERFLIGHT. AVIGATION EASEMENT RECORDED AT DOCKET 13063, PAGE 4202.
- THIS SUBDIVISION IS SUBJECT TO THE REQUIREMENTS OF MARANA ORDINANCE NO.2006.03 AS ADOPTED BY THE TOWN OF MARANA MAYOR AND COUNCIL ON MARCH 7, 2006. THIS DEVELOPMENT IS SUBJECT TO THE CONDITIONS AND AGREEMENTS OF REZONING ORDINANCE 2006.03, DEVELOPMENT AGREEMENT RESOLUTION 2006-38, THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT RESOLUTION 2006-218, THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT RESOLUTION 2018-074 AND THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT RESOLUTION 2018-100.
- THIS PLAT FALLS UNDER THE REQUIREMENTS AND GUIDELINES OF THE GLADDEN FARMS II SPECIFIC PLAN AS WELL AS THE TOWN OF MARANA LAND DEVELOPMENT CODE.
- PER SECTION 6.5 OF THE GLADDEN FARMS II DEVELOPMENT AGREEMENT, A VOLUNTARY IMPROVEMENT IN-LIEU FEE OF \$1,200 PER LOT SHALL BE PAID TO THE MARANA UNIFIED SCHOOL DISTRICT UPON THE ISSUANCE OF BUILDING PERMITS FOR EACH INDIVIDUAL RESIDENTIAL UNIT WITHIN THIS BLOCK.
- THIS PROPERTY LIES WITHIN THE GLADDEN FARMS II COMMUNITY FACILITIES DISTRICT.
- PER THE DEVELOPMENT AGREEMENT 2.6 BANK PROTECTION, IN COMPLIANCE WITH CONDITION 16 OF ORDINANCE NO. 99.02, DEVELOPER SHALL PAY \$500 PER ACRE OF AFFECTED PROPERTY FOR BANK PROTECTION AS SET FORTH HEREINAFTER. THEREFORE, THE TOTAL OBLIGATION OF DEVELOPER FOR THE PROJECT IS \$316,640 (\$500 x 633.28 AFFECTED ACRES). EACH RESIDENTIAL OR COMMERCIAL SUBDIVISION PLAT SHALL BE REQUIRED TO PAY THEIR TOTAL OBLIGATION OF \$18,625.88 PER BLOCK, PRIOR TO RELEASE OF ASSURANCES FOR THAT BLOCK. WITHIN BLOCKS THAT ARE NOT SUBDIVIDED AND DEVELOPMENT PLAT IS THE ONLY PROCESS, THE OBLIGATION FOR THOSE BLOCKS SHALL BE PAID PRIOR TO DEVELOPMENT PLAN APPROVAL.

DEDICATION

I, THE UNDERSIGNED, HEREBY WARRANT THAT I AM ALL AND THE ONLY PARTY HAVING ANY FEE TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND I CONSENT TO THE SUBDIVISION OF THIS LAND IN THE MANNER SHOWN ON THIS PLAT.

I, THE UNDERSIGNED HEREBY DEDICATE TO THE TOWN OF MARANA ALL RIGHTS-OF-WAY SHOWN ON THIS PLAT, INCLUDING ALL STREETS, ALLEYS, DRAINAGEWAYS, AND EASEMENTS, INCLUDING NO ACCESS EASEMENTS. UTILITY EASEMENTS AS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, PUBLIC AND PRIVATE UTILITIES AND PUBLIC SEWERS. NO ACCESS EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OF ACCESS CONTROL TO ADJACENT RIGHTS-OF-WAY. OTHER EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OR PURPOSES NOTED ON THIS PLAT.

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

COMMON AREAS AS SHOWN ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND INVITEES. COMMON AREA, BUT NOT PRIVATE DRAINAGEWAYS, ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, UNDERGROUND PUBLIC AND PRIVATE UTILITIES AND SEWERS. PRIVATE DRAINAGEWAYS ARE ALSO RESERVED FOR THE FLOW OF WATER, WHETHER SURFACE, FLOOD, OR RAINFALL, FROM THIS SUBDIVISION AND OTHER LANDS AS APPROVED BY THE TOWN ENGINEER. TITLE TO ALL PRIVATE DRAINAGEWAYS AND COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN DOCKET 12103 AT PAGE 11266 IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE MEMBER OF THE ASSOCIATION, WHICH IS RESPONSIBLE FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF THE PRIVATE DRAINAGEWAYS AND COMMON AREAS WITHIN THIS SUBDIVISION.

TITLE SECURITY AGENCY, LLC., AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 201820-T, AS TRUSTEE ONLY AND NOT AND NOT IN ITS CORPORATE CAPACITY.

BY: RACHEL TURNIPSEED, TRUST OFFICER DATE



ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF PIMA } SS.

ON THIS ____ DAY OF _____, 2019, BEFORE ME PERSONALLY APPEARED RACHEL TURNIPSEED WHO ACKNOWLEDGED TO BE THE TRUST OFFICIAL OF TITLE SECURITY AGENCY, LLC, TRUST NO. 201820-T, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

BENEFICIARY

* PURSUANT TO A.R.S. SECTION 33-404(B), THE NAME AND ADDRESS OF THE SOLE BENEFICIARY OF TRUST NO. 201820-T, DESCRIBED ABOVE AS DISCLOSED BY THE RECORDS OF SAID TRUST IS:

MERITAGE HOMES OF ARIZONA, INC.
AN ARIZONA CORPORATION
5326 NORTH LA CHOLLA BOULEVARD.
TUCSON, AZ 85741
(520) 225-6800

ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST NO. 201820-T FROM TITLE SECURITY AGENCY, LLC, AS RECORDED IN SEQ #2019_____, IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY: TOWN OF MARANA DATE

CERTIFICATION OF SURVEY

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

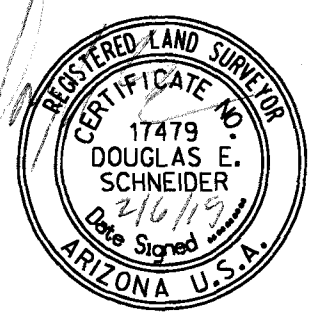
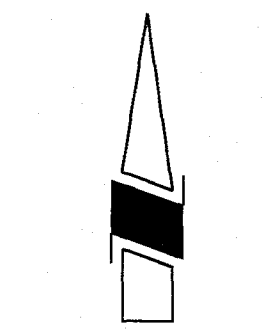
RECORDING

SEQ: #2019_____

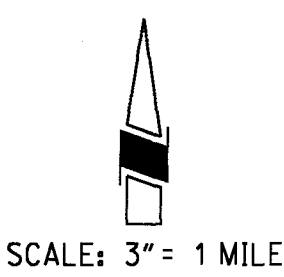
FEE: _____

STATE OF ARIZONA }
COUNTY OF PIMA } SS.

I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF RICK ENGINEERING COMPANY, INC.
DATE _____
TIME _____
WITNESS MY HAND AND OFFICIAL SEAL MAY AND YEAR ABOVE WRITTEN
F. ANN RODRIGUEZ, COUNTY RECORDER
BY: _____ DEPUTY

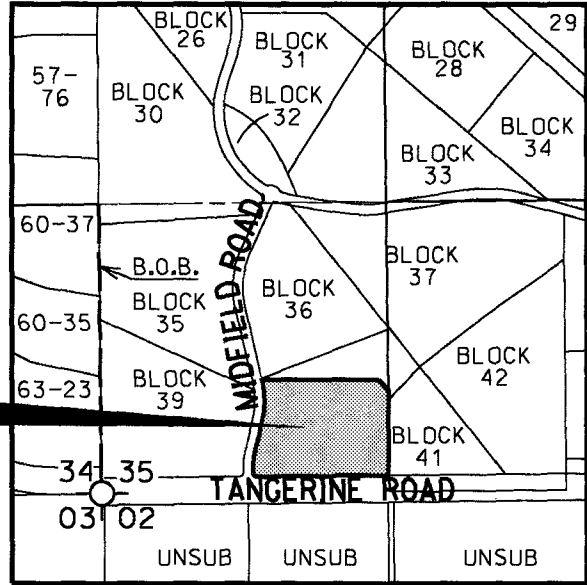


SCALE: 1" = 200'



SCALE: 3" = 1 MILE

THIS PROJECT



LOCATION MAP

SECTION 35, T 11S, R 11E
G & SRM TOWN OF MARANA
PIMA COUNTY, ARIZONA

SHEET INDEX

- COVER SHEET
- 2-3. PLAT SHEETS
- ANNOTATION TABLES

LEGEND

SYMBOL	ITEM
	FOUND BRASS CAP SURVEY MONUMENT
	FOUND SURVEY MONUMENT, AS NOTED
	LOT CORNER TO BE SET BY RLS FOLLOWING COMPLETION OF CONSTRUCTION (SEE GENERAL NOTE 26)
	2" BRASS CAP SURVEY MONUMENT TO BE STAMPED BY RLS FOLLOWING COMPLETION OF CONSTRUCTION
	MARANA M-103-B SURVEY MONUMENT TO BE STAMPED BY RLS FOLLOWING COMPLETION OF CONSTRUCTION
	MONUMENT, NOT SET
	DRIVEWAY ORIENTATION ON LOTS
	SIGHT VISIBILITY TRIANGLE
	QUARTER SECTION CORNER
	LOT NUMBER
	EXIST R/W
	SECTION LINE
	SUBDIVISION BOUNDARY
	LOT LINE
	CENTERLINE
	EASEMENT BOUNDARY

TOWN OF MARANA APPROVALS

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

MARANA DEVELOPMENT SERVICES DIRECTOR _____ DATE

MARANA WATER DIRECTOR - TOWN OF MARANA _____ DATE

CERTIFICATION

I, _____, CLERK OF THE TOWN OF MARANA HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA ON THE ____ DAY OF _____, 2019.

CLERK OF THE TOWN OF MARANA _____ DATE

ASSURED WATER SUPPLY

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

MARANA WATER DIRECTOR - TOWN OF MARANA _____ DATE

FINAL PLAT FOR
GLADDEN FARMS
BLOCKS 40&41
LOTS 1-119 &
COMMON AREAS "A-1"- "A-11", "B-1"- "B-3"

COMMON AREA "A"(LANDSCAPE, UTILITIES AND DRAINAGE)
COMMON AREA "B"(FUNCTIONAL OPEN SPACE, UTILITIES AND DRAINAGE)
BEING A RESUBDIVISION OF PORTIONS OF BLOCKS 40 AND 41 OF GLADDEN FARMS 26-43, BOOK 62, PAGE 64, SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

PCZ-0502B PRV-06073F PRV1804-002 PRV1811-004
SHEET 1 OF 4

SEQUENCE #2019



3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520-795-1000

J-4392

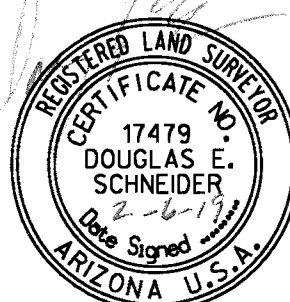
San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver



KEYNOTES

- 1 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE, AND HOME OWNERS ASSOCIATION STREET TREE LANDSCAPE EASEMENT BY FINAL PLAT
- 2 1' NO ACCESS EASEMENT BY FINAL PLAT
- 3 PUBLIC SIGHT VISIBILITY TRIANGLE EASEMENT BY FINAL PLAT, SEE GENERAL NOTE 13
- 4 10'X10' ELECTRIC EASEMENT BY FINAL PLAT
- 5 SITE VISIBILITY EASEMENT BY THIS PLAT

SEE SHEET 4 FOR
LINE AND CURVE
TABLES



FINAL PLAT FOR
GLADDEN FARMS
BLOCKS 40&41

LOTS 1-119 &
COMMON AREAS "A-1"-"A-11", "B-1"-"B-3"
COMMON AREA "A" (LANDSCAPE, UTILITIES AND DRAINAGE)
COMMON AREA "B" (FUNCTIONAL OPEN SPACE, UTILITIES AND DRAINAGE)
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GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

PCZ-0502B PRV-06073F PRV1804-002 PRV1811-004
SHEET 2 OF 4

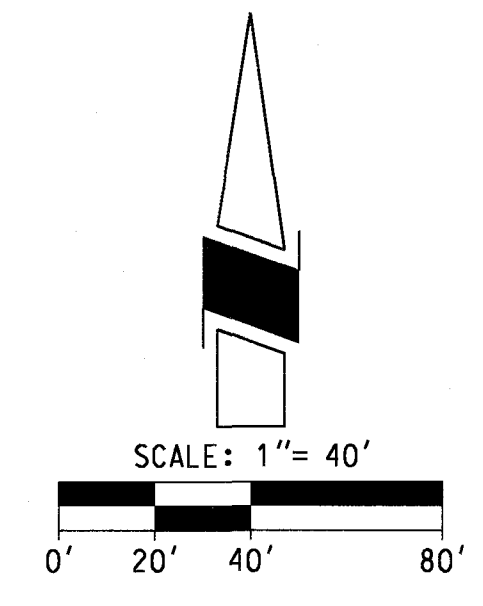
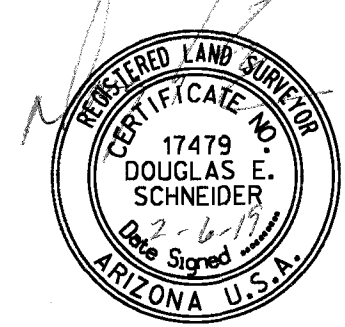
SEQUENCE #2019



KEYNOTES

- ① 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE, AND HOME OWNERS ASSOCIATION STREET TREE LANDSCAPE EASEMENT BY FINAL PLAT
- ② 1' NO ACCESS EASEMENT BY FINAL PLAT
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SEE SHEET 4 FOR
LINE AND CURVE
TABLES



**FINAL PLAT FOR
GLADDEN FARMS
BLOCKS 40&41**

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COMMON AREAS "A-1"- "A-11", "B-1"- "B-3"
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PCZ-0502B PRV-06073F PRV1804-002 PRV1811-004
SHEET 3 OF 4

SEQUENCE #2019

RICK
ENGINEERING COMPANY
3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520-795-1000
rickengineering.com
San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver

G:\GLADDEN_11\4392.Blocks_40_41\Civil\TUC_Corps\tds_2005.dscript

G:\GLADDEN_11\4392.Blocks_40_41\Civil\4392fp03.dgn

06-FEB-2019 13:23

SVT LINE TABLE		
LINE #	LENGTH	DIRECTION
SVT1	8.35'	N00° 32' 42"W
SVT2	105.50'	S03° 01' 53"W
SVT3	3.17'	N89° 27' 18"E
SVT4	86.77'	N84° 56' 28"E
SVT5	7.67'	S00° 32' 42"E
SVT6	84.60'	S05° 03' 32"E
SVT7	21.00'	N89° 27' 18"E
SVT8	111.22'	N86° 58' 07"W
SVT9	19.00'	S00° 32' 42"E
SVT10	111.22'	N03° 01' 53"E
SVT11	14.38'	S89° 27' 18"W
SVT12	75.86'	S84° 56' 28"W
SVT13	12.29'	S89° 27' 18"W
SVT14	102.49'	S86° 58' 07"E
SVT15	11.40'	N00° 32' 42"W
SVT16	78.84'	N05° 03' 32"W

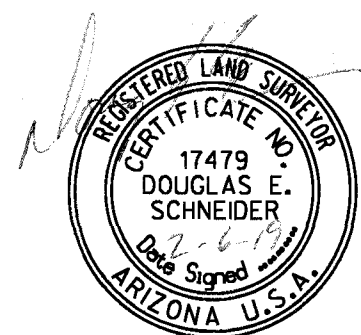
CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	23.11'	25.00'	52°57'13"
C2	54.98'	35.00'	90°00'01"
C3	195.60'	755.00'	14°50'38"
C4	409.06'	845.00'	27°44'12"
C5	53.55'	845.00'	3°37'52"
C6	37.58'	25.00'	86°08'08"
C7	39.27'	25.00'	90°00'00"
C8	39.27'	25.00'	90°00'00"
C9	39.27'	25.00'	90°00'00"
C10	136.17'	60.00'	130°01'55"
C11	136.17'	60.00'	130°01'55"
C12	39.27'	25.00'	90°00'00"
C13	39.27'	25.00'	90°00'00"
C14	39.27'	25.00'	90°00'00"
C15	39.27'	25.00'	90°00'00"
C16	136.17'	60.00'	130°01'55"
C17	39.27'	25.00'	90°00'00"
C18	39.27'	25.00'	90°00'00"
C19	39.27'	25.00'	90°00'00"
C20	39.27'	25.00'	90°00'00"
C21	136.17'	60.00'	130°01'55"
C22	39.27'	25.00'	90°00'00"
C23	37.79'	25.00'	86°36'55"
C24	39.27'	25.00'	90°00'00"
C25	39.27'	25.00'	90°00'00"
C26	39.27'	25.00'	90°00'00"
C27	39.27'	25.00'	90°00'00"
C28	39.27'	25.00'	90°00'00"
C29	39.27'	25.00'	90°00'00"
C30	39.27'	25.00'	90°00'00"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C31	39.27'	25.00'	90°00'00"
C32	28.98'	25.00'	66°25'19"
C33	10.29'	25.00'	23°34'41"
C34	19.88'	25.00'	45°34'23"
C35	19.38'	25.00'	44°25'37"
C36	19.38'	25.00'	44°25'37"
C37	19.88'	25.00'	45°34'23"
C38	53.65'	60.00'	51°14'04"
C39	38.48'	60.00'	36°44'49"
C40	37.69'	60.00'	35°59'40"
C41	6.34'	60.00'	60°3'22"
C42	9.39'	60.00'	8°58'03"
C43	37.70'	60.00'	35°59'57"
C44	37.71'	60.00'	36°00'30"
C45	37.70'	60.00'	36°00'14"
C46	13.67'	60.00'	13°03'11"
C47	16.09'	25.00'	36°52'12"
C48	23.18'	25.00'	53°07'48"
C49	23.18'	25.00'	53°07'48"
C50	16.09'	25.00'	36°52'12"
C51	15.37'	60.00'	14°40'25"
C52	37.70'	60.00'	36°00'19"
C53	37.71'	60.00'	36°00'30"
C54	37.70'	60.00'	35°59'48"
C55	7.69'	60.00'	7°20'53"
C56	7.09'	25.00'	16°15'37"
C57	32.18'	25.00'	73°44'23"
C58	32.18'	25.00'	73°44'23"
C59	7.09'	25.00'	16°15'37"
C60	90.01'	60.00'	85°57'16"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C61	46.16'	60.00'	44°04'39"
C62	10.26'	25.00'	23°31'10"
C63	29.01'	25.00'	66°28'50"
C64	23.18'	25.00'	53°07'48"
C65	16.09'	25.00'	36°52'12"
C66	16.09'	25.00'	36°52'12"
C67	23.18'	25.00'	53°07'48"
C68	23.18'	25.00'	53°07'48"
C69	16.09'	25.00'	36°52'12"
C70	16.09'	25.00'	36°52'12"
C71	23.18'	25.00'	53°07'48"
C72	23.18'	25.00'	53°07'48"
C73	16.09'	25.00'	36°52'12"
C74	16.09'	25.00'	36°52'12"
C75	23.18'	25.00'	53°07'48"
C76	23.18'	25.00'	53°07'48"
C77	16.09'	25.00'	36°52'12"
C78	16.09'	25.00'	36°52'12"
C79	23.18'	25.00'	53°07'48"
C80	56.06'	845.00'	3°48'05"
C81	30.94'	845.00'	2°05'52"
C82	45.38'	845.00'	3°04'38"
C83	30.57'	845.00'	2°04'23"
C84	6.05'	845.00'	0°24'36"
C85	6.79'	845.00'	0°27'38"
C86	34.51'	845.00'	2°20'24"
C87	48.01'	845.00'	3°15'19"
C88	43.83'	845.00'	2°58'20"
C89	NOT IN USE		
C90	53.36'	845.00'	3°37'05"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C91	207.26'	800.00'	14°50'38"
C92	387.28'	800.00'	27°44'12"
C93	210.90'	800.00'	15°06'17"
C94	176.38'	800.00'	12°37'55"

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	3.63'	N13°26'15"W
L2	42.00'	N20°33'39"W
L3	42.00'	S70°31'44"E
L4	42.00'	N69°26'21"E
L5	42.00'	S19°28'16"W
L6	42.00'	S20°33'39"E
L7	42.00'	N70°31'44"W
L8	42.00'	S69°26'21"W
L9	42.00'	N19°28'16"E
L10	29.70'	S45°32'42"E
L11	29.70'	S44°27'18"W
L12	29.70'	N45°32'42"W
L13	29.70'	N44°27'18"E
L14	7.07'	S45°32'42"E
L15	7.07'	N44°27'18"E
L16	21.21'	S44°27'18"W
L17	21.21'	N45°32'42"W
L18	14.14'	N45°32'42"W
L19	14.14'	S44°27'18"W
L20	20.56'	N44°27'18"E
L21	27.62'	N58°47'49"W
L22	21.34'	N45°32'42"W
L23	45.00'	S89°27'18"W



FINAL PLAT FOR
GLADDEN FARMS
BLOCKS 40&41

LOTS 1-119 &
COMMON AREAS "A-1"- "A-11", "B-1"- "B-3"
COMMON AREA "A" (LANDSCAPE, UTILITIES AND DRAINAGE)
COMMON AREA "B" (FUNCTIONAL OPEN SPACE, UTILITIES AND DRAINAGE)
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PCZ-0502B PRV-06073F PRV1804-002 PRV1811-004
SHEET 4 OF 4

SEQUENCE #2019

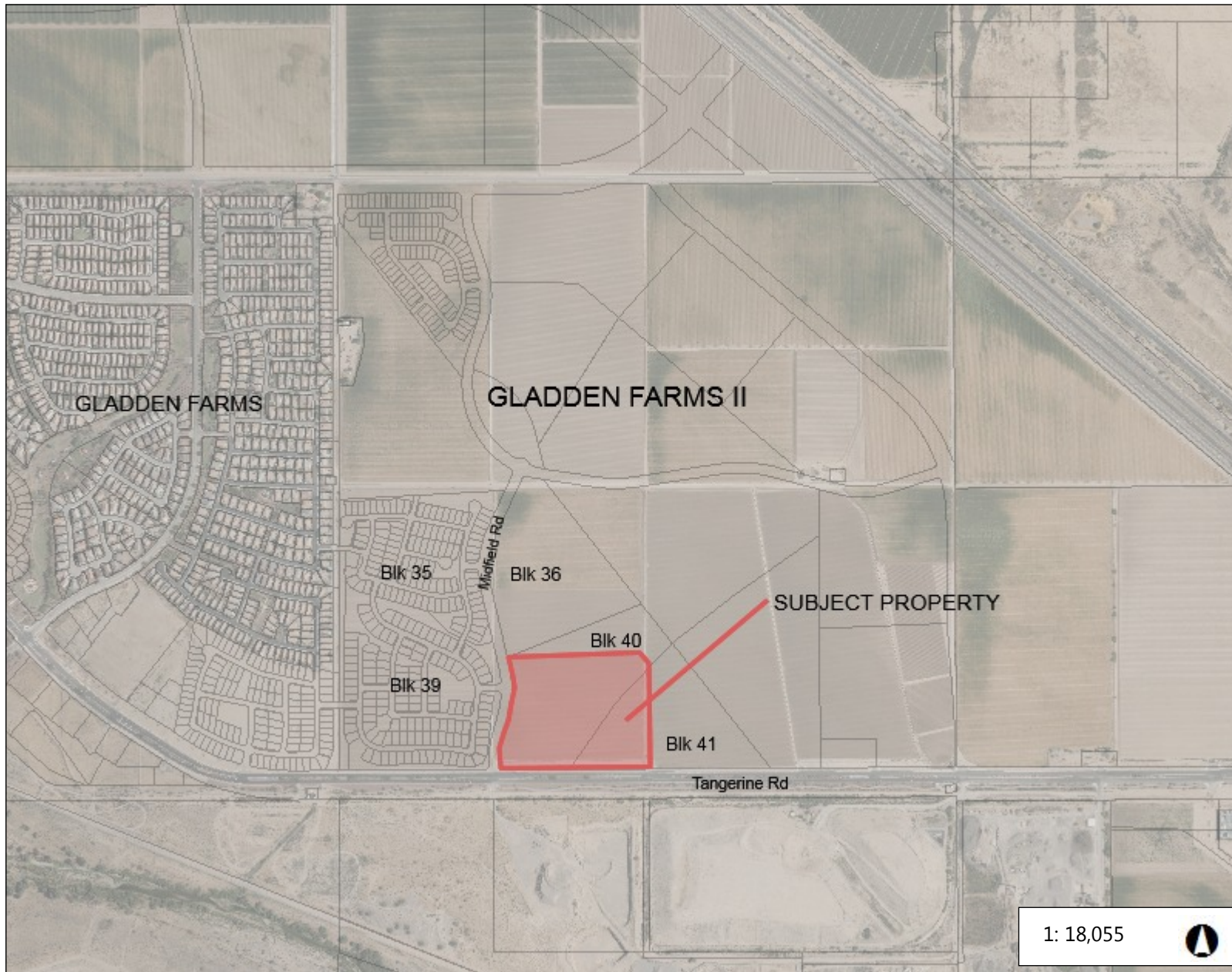


3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520-795-1000

J-4392

rickengineering.com

San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver



Legend

- Marana Addresses
- Parcels (Black)

1: 18,055



0.6 0 0.28 0.6 Miles

Notes



PROJECT APPLICATION

PROJECT INFORMATION

Project Name: Gladden Farms Blocks 40 & 41

Description of Project: Single Family Residential

Number of Lots: 119

Parcel No.(s): 217-54-0250, 217-54-0560

Gross Area (Acres): 23.9

Project Address: 10600 W. Tangerine Road, Marana, AZ

Ref. Project No.: PRV1804-022

CONTACT INFORMATION

Owner: Title Security Agency, LLC Tr. #201820-T

Contact Name: Rachel Turnioseed

Address: 2730 E. Broadway, Ste 100

City: Tucson

State: AZ

Zip: 85716

Email: rachel.turnioseed@titlesecurity.com

Phone No.: (520) 901-4437

Applicant: Rick Engineering Company Inc

Contact Name: Chuck Martin

Address: 3945 E. Ft. Lowell Rd, Ste 111

City: Tucson

State: AZ

Zip: 85732

Email: bpaton@rickengineering.com

Phone No.: (520) 795-1000

Consultant/Engineer: Same as above

Contact Name: Bruce Paton

Address:

City:

State:

Zip:

Email:

Phone No.:

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.)

Chuck Martin

Applicant Name (PRINT)

Chuck Martin

Signature

11/20/18

Date

FOR OFFICIAL USE ONLY

Project No. _____

Date Received _____

- | | | | |
|---|--|--|--|
| ☐ 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: 02/19/2019

To: Mayor and Council

From: Starla Anderson, Deputy Finance Director

Date: February 19, 2019

Strategic Plan Focus Area:
Community

Subject: Resolution No. 2019-012: Relating to Police Department; authorizing the Chief of Police to apply for grant funding from the Governor's Office of Highway Safety for the purchase of equipment and the funding of overtime for the Marana Police Department for fiscal year 2019-2020 (Starla Anderson)

Discussion:

For the last 13 years, the Town of Marana has been awarded grant funding from the Governor's Office for Highway Safety (GOHS) to combat impaired and aggressive drivers and take part in enforcement efforts in coordination with local and regional partners like the Southern Arizona DUI Task Force. Marana has also received DUI Abatement Grants funded by the Oversight Council on Driving or Operating under the Influence Abatement.

Over the years, the number of impaired drivers on Marana streets has been greatly reduced due to these efforts. Although great strides have been made in making Marana's roadways safer, there are still a large number of impaired drivers getting behind the wheel every day. The Marana Police Department is responding to this problem by increasing education, visibility, enforcement, and officer training. With an overall goal to reduce the number of accidents, injuries, and deaths caused by impaired and aggressive drivers, staff requests authorization to submit proposals to GOHS for grant funding within FY 2019-2020 to support deployment of overtime hours to facilitate speed and DUI enforcement.

If awarded, overtime funding for combating impaired drivers will allow Marana to continue participation in the Southern Arizona DUI Task Force, increasing the number of marked patrol units on the streets during peak DUI times and in targeted locations. This increased activity will serve as a deterrent and will result in increased formal enforcement action to reduce the number of impaired and aggressive drivers on Arizona

roadways. The Town will provide event-specific, department-initiated DUI and speed enforcement. The Town will work in a coordinated effort with other agencies to reduce the number of individuals under the influence through enforcement and education efforts and to reduce the number of aggressive drivers in the region. The DUI Abatement grants will provide for more DUI enforcement as well as fund coordinated efforts to conduct warrant sweeps. In the previous Warrant Sweep grant, officers conducted eight warrant sweeps.

The Town is also requesting funding for programs to combat excessive speed and aggressive driving, to initiate a coordinated education and enforcement effort utilizing internal resources, and to increase MPD efforts to reduce speeding and aggressive and impaired driving thereby heading off the behaviors that lead to increased incidents of motor vehicle accidents. By proactively addressing the issues and reducing the burden of accident investigation, the MPD will be able to leverage freed-up manpower to more aggressively address the ongoing I-10 closures and issues in school zones and neighborhoods.

Financial Impact:

Fiscal Year:	2020
Budgeted Y/N:	Y
Amount:	\$85,000 (estimated)

The Town will be responsible for the operation, maintenance, updates, and replacement costs of any equipment purchased with grant funding. DUI Task Force, Warrant and Speed Enforcement overtime and 40% of the employee-related expenses will be covered by the grant. This is estimated at \$85,000.

Staff Recommendation:

Staff recommends approval of Resolution No. 2019-012 authorizing the Chief of Police to apply for grant funding from the Governor's Office of Highway Safety.

Suggested Motion:

I move to adopt Resolution No. 2019-012, authorizing the Chief of Police to apply for grant funding from the Governor's Office of Highway Safety for the purchase of equipment and the funding of overtime for the Marana Police Department for fiscal year 2019-2020.

Attachments

Resolution No. 2019-012

MARANA RESOLUTION NO. 2019-012

RELATING TO POLICE DEPARTMENT; AUTHORIZING THE CHIEF OF POLICE TO APPLY FOR GRANT FUNDING FROM THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR THE PURCHASE OF EQUIPMENT AND THE FUNDING OF OVERTIME FOR THE MARANA POLICE DEPARTMENT FOR FISCAL YEAR 2019-2020

WHEREAS the Governor's Office of Highway Safety (GOHS) is seeking proposals from state and local agencies for projects relating to all aspects of highway safety; and

WHEREAS the Town of Marana is interested in submitting projects to be considered for funding in the form of reimbursable grants from the National Highway Traffic Safety Administration and the Arizona Oversight Council on Driving or Operating under the Influence Abatement; and

WHEREAS the Town of Marana recognizes its duty to protect its citizens through effective police powers; and

WHEREAS the Marana Police Department is working to increase enforcement to reduce excessive speeding and aggressive driving by drivers and the number of impaired drivers on Arizona roadways; and

WHEREAS grant funding will assist the Marana Police Department in purchasing equipment to support traffic safety initiatives and in funding overtime DUI and speed enforcement, allowing the Marana Police Department to increase efforts to reduce speeding and aggressive and impaired driving, heading off the behaviors that lead to increased incidents of motor vehicle accidents.

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

SECTION 1. The Chief of Police is hereby authorized to apply for grant funding from the Governor's Office of Highway Safety for the purchase of equipment and the funding of overtime for the Marana Police Department for fiscal year 2019-2020.

SECTION 2. The Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of this resolution, including the execution of all agreements, contracts and documents related to GOHS funding for the Marana Police Department during fiscal year 2019-2020.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of February, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney



Council-Regular Meeting

C4

Meeting Date: 02/19/2019

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: February 19, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2019-013: Relating to the Marana Regional Airport; approving and authorizing the Town Manager to execute an Airport Development Reimbursable Grant Agreement for Grant Number E9M1G01C between the State of Arizona by and through the Department of Transportation and the Town of Marana for the purpose of aiding in financing a Project entitled "Rehabilitate: Twy B; Terminal Apron; GA Apron; and Jet/Transient Apron" for construction of the Apron and Taxiway Rehabilitation project (Lisa Shafer)

Discussion:

In December of 2017, staff submitted a grant request to the Federal Aviation Administration (FAA) and the Arizona Department of Transportation (ADOT) to fund a construction project for the rehabilitation of multiple aprons at the Marana Regional Airport as well as a portion of Taxiway B. Council previously authorized accepting the FAA's portion of the project funding, and tonight's action authorizes the acceptance of the State's portion of the project funding.

This project is a complete removal and new construction of approximately one million square feet of pavement consisting of the Transient Open Tie-Downs, Terminal Aprons, west Helicopter Apron, and 1,600 feet of Taxiway B between Taxiway B2 and Taxiway A. These areas are in poor condition and require constant repair by Airport staff and our Operations and Maintenance crews. Each of these aprons and taxiway fall below the threshold for the Arizona Department of Transportation's (ADOT) pavement preservation program; therefore, they were not included with the ADOT project just completed at the airport. The strength of the existing pavement is not sufficient to support the weight of some of the private jets that park on the aprons. The new pavement will be designed to accommodate the weight of the aircraft that utilize this airport.

This design and construction project is a multi-year phased project. The design was funded in fiscal year 2017 and was completed this spring. The current FAA grant agreement for fiscal year 2019 is for the full construction of the project with a total cost of \$5,194,862. The FAA will reimburse 91.06% for a maximum obligation of \$4,497,369, the State (ADOT) will reimburse at 4.47% for a maximum obligation of \$220,769 and the Town, as the sponsor, has a required match of 4.47% for a total of \$220,769 and an additional \$255,955 for all of the non-AIP eligible portions of the project, for a total Town share of \$476,724. DOWL is the Town's engineering consultant for this project and Pavex Corp is doing all of the construction.

This Arizona Department of Transportation Airport Development Reimbursable Grant Agreement is for ADOT's 4.47% of the construction project costs that will be reimbursed to the Town of Marana. Pavex began construction activity on December 10, 2018 and completion is expected September 2019.

Financial Impact:

Fiscal Year: 2019
Budgeted Y/N: Yes
Amount: \$220,769

The amount for the entire construction project will be \$5,194,862. The FAA reimburses \$4,497,369, the State reimburses \$220,769, and the Town is responsible for the remaining \$476,724.

Staff Recommendation:

Staff recommends that the Town Manager be authorized to execute the grant agreement with ADOT.

Suggested Motion:

I move to adopt Resolution No. 2019-013, approving and authorizing the Town Manager to execute a grant agreement with the Arizona Department of Transportation for funding in an amount not to exceed \$220,769 for construction of the Apron and Taxiway Rehabilitation project, E9M1G01C Grant.

Attachments

Resolution No. 2019-013
Grant Agreement

MARANA RESOLUTION NO. 2019-013

RELATING TO THE MARANA REGIONAL AIRPORT; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AIRPORT DEVELOPMENT REIMBURSABLE GRANT AGREEMENT FOR GRANT NUMBER E9M1G01C BETWEEN THE STATE OF ARIZONA BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION AND THE TOWN OF MARANA FOR THE PURPOSE OF AIDING IN FINANCING A PROJECT ENTITLED "REHABILITATE: TWY B; TERMINAL APRON; GA APRON; AND JET/TRANSIENT APRON" FOR CONSTRUCTION OF THE APRON AND TAXIWAY REHABILITATION PROJECT

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

WHEREAS A.R.S. § 28-8413 authorizes the Town of Marana to accept and receive federal and other monies for the acquisition, construction, enlargement, improvement, maintenance, equipment or operation of an airport and to enter into agreements regarding the receipt of such monies; and

WHEREAS the Arizona State Transportation Board, as approved on June 15, 2018 and the Director of the Arizona Department of Transportation (ADOT), in accordance with the authority granted by A.R.S. Sections 28-304, 28-363, and 28-401 and A.R.S. Title 28, Chapter 25, have authorized reimbursement to the Town of funds expended for airport planning and/or development; and

WHEREAS the Town has funds available to it in its General Fund to defray the Town's share of the costs of project; and

WHEREAS the Town has on file with ADOT a vendor identification and address for project payments; and

WHEREAS the Town Council finds that entering into the Airport Development Reimbursable Grant Agreement with the State is in the best interests of the Town and its citizens.

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

SECTION 1. The Airport Development Reimbursable Grant Agreement for Grant Number E9M1G01C between the State of Arizona by and through the Department of Transportation and the Town of Marana for the purpose of aiding in financing a Project

entitled "Rehabilitate: Twy B; Terminal Apron; GA Apron; and Jet/Transient Apron" for construction of the Apron and Taxiway Rehabilitation project, a true and correct copy of which is attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, the Town Manager is hereby authorized to execute it for and on behalf of the Town of Marana, and the Town's Finance Director is hereby designated to receive payments representing the State's share of the project costs.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of February, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

Arizona Department of Transportation
Multimodal Planning Division
Aeronautics Group

Airport Development Reimbursable Grant Agreement

Part I

THIS AGREEMENT is entered into _____, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the **Town of Marana**, a political subdivision of the State of Arizona (the "Sponsor"), for a grant of State funds for the purpose of aiding in financing a Project of ***Rehabilitate: Twy B; Terminal Apron; GA Apron; and Jet/Transient Apron*** (the "Project"), for the improvement of the **Marana Regional Airport** (the "Airport").

WITNESSETH

Recitals:

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on June 15, 2018 and the Director of the Arizona Department of Transportation, in accordance with the authority granted by Sections 28-304, 28-363, and 28-401 and A.R.S. Title 28, Chapter 25, have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

Sponsor's Responsibility

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: **January 31, 2019**. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

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- 3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.
- 4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

Obligations

- 1) The minimum funding participation from the Sponsor shall be **Four and forty seven hundredths percent (4.47%)** as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be **Two Hundred Twenty Thousand, Seven Hundred Sixty Nine Dollars (\$220,769)**.
- 3) Except as otherwise provided herein for the State's obligation to provide funds hereunder expires upon completion of the Project required herein or **January 31, 2023**, whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months or if the State determines that Sponsor is not otherwise complying with the terms of this Agreement. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation provided Sponsor is not in default hereunder.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) Notwithstanding anything to the contrary herein, in the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Preliminary Work Provision

Any preliminary work, for which costs for this Project were incurred after February 21, 2018 shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

Part II

The Sponsor shall approve and attach to this agreement a resolution by its governing body that certifies as follows:

- 1) The Sponsor has the legal power and authority:
 - a) to do all things necessary, in order to undertake and carry out the Project;
 - b) to accept, receive and disburse grant funds from the State in aid of the Project.
- 2) The Sponsor now has on deposit, or is in a position to secure **Two Hundred Twenty Thousand, Seven Hundred Sixty Nine Dollars (\$220,769)**, or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

Town of Marana General Fund

(Enter local funding type and location)

- 3) The Sponsor hereby designates Yiannis Kalaitzidis, Finance Director
Name Title
to receive payments representing the State's share of project costs.

Signature of Sponsor's Representative

Town Manager

Title of Representative

- 4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id #: **PZ000008123**
Sponsor Vendor Address: **Town of Marana**
11700 W. Avra Valley Rd # 86
Marana, AZ 85653

Exhibits

The following Exhibits are incorporated herewith and form a part of this Agreement.

Exhibit A - Sponsor Assurances

Exhibit B - General Provisions

Exhibit C - Specific Provisions and Project Schedules

**Grant Number E9M1G01C
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STATE: SPONSOR:

State of Arizona
Department of Transportation
Multimodal Planning Division

**Town of Marana
Marana Regional Airport**

By: _____
Title: Gregory Byres, Division Director
Date: _____

By: _____
Title: Jamsheed Mehta, Town Manager
Date: 2/19/19

WITNESSED BY:

Signature: _____
Print Name: _____
Date: _____

WITNESSED BY:

Signature: _____
Print Name: Lisa Shafer
Date: 2/19/19

EXHIBIT A

Sponsor Assurances

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

General

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.
- 2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.
- 3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.
- 4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.
- 5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.
- 6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).
- 7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.
- 8) Preserving Rights and Powers: The Sponsor agrees it shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions and assurances in this Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map

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included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

- 9) **Public Hearings:** In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

Financial

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

Record Keeping

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

Airport Based Aircraft Reporting

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

Airport Layout Plan

- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.

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- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.
- 3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.
- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

Immediate Vicinity Land Use Restriction

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

Airport Operation

- 1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.
- 2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.
- 3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:
 - a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;

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- b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;
 - c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;
 - d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.
- 4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.
- 5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
- 6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:
- a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and
 - b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.

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- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

Sponsor Transactions

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

Airport Revenues

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

Disposal of Land

- 1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.
 - 2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.
-

EXHIBIT B

General Provisions

Employment of Consultants

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

Contracts

- 1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:
 - a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;
 - b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 2009-9, relating to equal opportunity;
 - c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;
 - d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.
- 2) All contracts shall stipulate and make clear:
 - a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;
 - b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.
 - c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.

- d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

Conflict of Interest

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

- 1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
- 2) Performing work for a client or having an interest which conflicts with this contract.

Reports

The Sponsor shall submit monthly status reports during planning, shall submit monthly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

Changes

Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement. Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

Audit

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the

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amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a grant relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

Suspension

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

Failure to Perform

If the Sponsor fails to comply with the conditions of this Agreement the State may, by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

Termination for Convenience

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Waiver by State

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

Compliance with Laws

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

Arbitration

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

Jurisdiction

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

Excess of Payments

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

State Inspectors

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

Indemnification

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

Property of the Sponsor and State

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

EXHIBIT C

Specific Provisions and Project Schedules

Provisions for Design/Construction

Financial Cost Categories

The Sponsor shall segregate and group project costs in categories as follows:

- 1) "Design/Engineering Services" (as applicable), including topographic surveys/mapping, geometric design, plans preparation, geotechnical and pavement design, specifications, contract documents.
- 2) "Construction" (must be accounted for in accordance with approved work items as presented in the bid tabulation).
- 3) "Construction Engineering" (as applicable), including contract administration, inspection/field engineering, materials testing, construction staking/as-built plans and other.
- 4) "Sponsor Administration" directly associated with this Project (not to exceed 5% of project costs).
- 5) "Sponsor Force Account" contribution (if applicable).
- 6) "Contingencies" (not to exceed 5% of construction costs).
- 7) "Other" with prior approval of the State.

Design Review – Plans, Specifications and Estimates

Plans, specifications and estimates shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona. The Sponsor shall conduct a Concept Design Review meeting with the State and Sponsor's consultant at approximately the thirty percent (30%) completion point in the design of the Project, and a Final Design Review at one hundred percent (100%) plan completion.

These mandatory reviews shall be completed before the Sponsor will be permitted to proceed with the Project. The State shall issue an approval to proceed with final design upon satisfactory completion of the 30% review. The State shall issue an approval of the 100% plans, specifications and estimates upon satisfactory completion of the 100% review. Upon State approval, the Sponsor may proceed to advertising if construction is included in the scope of the Project, or must close the Project and submit a final grant reimbursement request if the grant is for design only.

Any modification to the approved plans, specifications and estimates authorized by the Sponsor shall also be subject to approval of the State. **Changes made to approved plans, specifications, and estimates at any time must be authorized by the State prior to executing the changes in order to be eligible for reimbursement by the State.**

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The National Environmental Policy Act (NEPA) documentation must be complete and approved by the State and/or FAA prior to construction. The Sponsor shall submit a copy of the documentation to the State.

FAA Notice of Proposed Construction

The Sponsor agrees to submit an FAA Form 7460-1, Notice of Proposed Construction or Alteration before construction, installation or alteration of any Project under this Agreement that falls under the requirements of Subpart B to Part 77, Objects Affecting Navigable Airspace.

Bidding - Alternate Bidding Methods

Design, Bid, Build is the standard and preferred method for project delivery for State airport development grant projects. Alternative contracting methods (Design Build, Construction Manager at Risk, Task Order Contract) may be used in accordance with A.R.S. Title 34, Chapters 1, 2 and 6. **Use of an alternative contracting method shall be reviewed and approved by the State prior to the Sponsor executing a contract for the work.** If a project is approved for an alternative contracting method, the Sponsor must comply with all Federal, State, and Local policies, regulations, rules, and laws, as well as all requirements of this grant agreement within that method.

Based on Bids

If a Sponsor has requested a match to a Federal construction grant that was based on bids (the project was already advertised by the Sponsor with no existing State airport development grant for the design work), then all design coordination with the State required by this agreement must have been met during the design process for any prior design work to be considered eligible for reimbursement by the State. The State shall review any documentation and work done prior to bidding and, at its sole discretion, determine the eligibility of the work. Only work items necessary to complete the Project as stated in Exhibit C, Schedule One, Project Description, may be considered eligible.

Contractor Allowance

This item may only be used to cover costs of unknown, unforeseen circumstances within the scope of the grant that are necessary for Project completion. (For example: if unknown underground utilities must be removed or relocated to accomplish the Project) **This item must have prior approval of the State for each use of the item during construction in order to be eligible for reimbursement by the State.** The bid item shall be clearly defined in the contract documents with concise language describing when it may be utilized. It shall also be specified that the item may not be used at all. The allowance may only be used for unforeseen items directly related to the Project.

Contingencies

Contingencies are to be used as an estimating tool during the preliminary phases of Project development. They are intended to allow room in the grant funding level for reasonable price increases or approved added items during design. Contingencies are not eligible for reimbursement by the State as bid items in a construction contract.

Itemized Allowance

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance –

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industrial Berber carpet for 200 SF lobby to be selected by Sponsor) Each contract allowance item must be approved by the State in order to be included in the bid package. The State will not approve use of an item to cover expenses not directly related to the item. (For example: Left over funds from cabinet allowance cannot be used to purchase light fixtures)

Construction Inspection

Airport planning, design, project estimates, bidding, and construction inspection are the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.

Construction inspection shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona.

The Sponsor shall subject the construction work and any related documentation on any Project contained in an approved Project application to inspection and approval by the State and the FAA. The State shall, if in accordance with regulations and procedures, prescribe such work as needed for the Project.

Change Orders

The Sponsor shall notify the State in advance of the need for a change. Such notification shall clearly define the changed or added bid items, the locations of changed work, the quantities and costs of changed work, and the time required for the change. Justification for the change must be provided to the State by the Sponsor. Change orders may be approved by the State only if they are clearly necessary to accomplish the original grant scope. If approval is granted by the State, the Sponsor shall follow up with the written change order for the State's review and approval in a timely manner. The Sponsor may not request reimbursement for the work done under a change order until the change order is approved by the State.

Construction Contract Documents

Any changes to the construction contract documents (including scope, time and amount), authorized by the Sponsor, must be approved by the State prior to being implemented by the Sponsor in order to be eligible for reimbursement under the grant. All changes, as well as any notifications and approvals related to the changes, shall be documented in the final contract documents, change orders, and as built plans provided to the State at the end of the contract. Verbal requests and approvals are not sufficient as documentation for reimbursement. Final reimbursements will not be made until all documentation is received by the State.

Design/Construction Project Schedules

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project's progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

Schedule One
Design/Construction Project Description and Funding Allocation

Detailed Project Description:

Rehabilitate: Twy B; Terminal Apron; GA Apron; and Jet/Transient Apron

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Project Cost Category	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Design/Engineering Services	\$ 518,176	\$ 39,273.60	\$ 456,493.80	\$ 22,408.60
Construction	\$ 4,676,686	\$ 437,450.54	\$ 4,040,874.92	\$ 198,360.54
Construction Engineering	\$	\$	\$	\$
Sponsor Administration**	\$	\$	\$	\$
Sponsor Force Account Work***	\$	\$	\$	\$
Contingencies	\$	\$	\$	\$
Total Project Costs	\$ 5,194,862	\$ 476,724	\$ 4,497,369	\$ 220,769

*Total of this column to be used in Schedule Two.

** Sponsor Administration is not eligible for reimbursement above 5% of the project costs.

*** All force account work is to be approved by the State prior to the grant agreement being signed.

NOTE: The Sponsor must attach a project plan based upon the ALP that clearly shows the scope and the limits of the work.

Schedule Two
Design/Construction Project Reimbursement Schedule

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project's progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

Instructions:

- 1) For "Total State Funds" below, enter the Total Project Costs/Estimated State Share from Schedule One.
- 2) For each month/year, indicate the projected reimbursement request amount for **State Funds Only** (use whole dollars only, e.g. \$540 or \$1,300).
- 3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

Total State Funds: \$220,769.00

Projected Reimbursement Requests / State Cash Flow						
<i>Calendar Year</i>	Jan	Feb	Mar	Apr	May	Jun
2019	\$	\$	\$ 24,000	\$ 32,000	\$ 32,000	\$ 32,000
2020	\$	\$	\$	\$	\$	\$
2021	\$	\$	\$	\$	\$	\$
2022	\$	\$	\$	\$	\$	\$
2023	\$	\$	\$	\$	\$	\$
<i>Calendar Year</i>	Jul	Aug	Sep	Oct	Nov	Dec
2019	\$ 32,000	\$ 32,000	\$ 14,000	\$ 22,769	\$	\$
2020	\$	\$	\$	\$	\$	\$
2021	\$	\$	\$	\$	\$	\$
2022	\$	\$	\$	\$	\$	\$
2023	\$	\$	\$	\$	\$	\$

Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.

Schedule Three

Design/Construction Project Milestones

Milestone Duration Guidelines

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable, write N/A.

- 1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
- 2) The Design/Engineering Phase is subject to the type and complexity of the Project, however, most designs can be accomplished within one hundred eighty (180) days to two hundred and seventy (270) days.
- 3) The Bidding Phase typically should be sixty (60) days or less.
- 4) The Construction Phase is dependent upon the type of Project, the airport traffic, and the available construction season, generally ninety (90) days to three hundred sixty (360) days.
- 5) The State review periods should be fifteen (15) days.

Design/Construction Milestone Schedule

Milestones	Duration # of Days	Start Date		Completion Date	
		Proposed	Actual	Proposed	Actual
Consultant Selection Phase					
Submit Scope for State Review/Approval*					
Submit Contract for State Review/Approval					
Award Consultant Contract					
Design & Engineering Phase					
Sponsor Issue Notice to Proceed/Start Design					
Conduct 30% Design Review/Approval					
Conduct Final Design Review/Bid Set Submitted (100%) for Review/Approval					
Bidding Phase					
Bid Set Submitted (100%) for Review/Approval			3/2018		
Issue Invitation for Bids			3/2018		
Submit Bid Tab for State Review/Approval			5/2018		
Award Construction Contract/Submit to the State			5/2018		
Construction Phase					
Pre-Construction Meeting			10/2018		
Issue NTP – Begin Construction			11/2018		12/2018
Final Inspection		8/2019		9/2019	
Submit As-Builts & Final Documentation		9/2019		10/2019	
Submit Final Reimbursement Request and Sponsor Closeout Letter		10/2019		10/2019	

* The solicitation for qualifications and the service agreements must contain a list of projects, including this grant project, per A.R.S. 34-Chapter 6.



Council-Regular Meeting

C5

Meeting Date: 02/19/2019

To: Mayor and Council

From: John Kmiec, Water Director

Date: February 19, 2019

Strategic Plan Focus Area:
Community

Subject: Resolution No. 2019-014; Relating to Utilities; approving and authorizing the Water Director to sign Agreement No. 18-DSR-12868 between the United States Department of Energy Western Area Power Administration Desert Southwest Region Parker-Davis Project Pacific Northwest-Pacific Southwest Intertie Project and Contractors for Joint Planning Agreement (John Kmiec)

Discussion:

The Town of Marana has a contract for one megawatt of power annually from the Parker-Davis hydroelectric generating station operated by the Western Area Power Authority (WAPA) of the U.S. Department of Energy. As a contractor of this power, the Town has been asked to sign a Joint Planning Agreement (JPA) with WAPA.

The purpose of the JPA, as presented by WAPA, is to memorialize a process for sharing information with customers and provide those customers the opportunity to share insights and inputs related to activities that WAPA undertakes to ensure, safe, secure, reliable, and affordable energy and transmission services today, and into the future. The JPA provides a framework for WAPA and the customers to work together in an open, transparent, and inclusive fashion, to create and sustain the shared values between WAPA and its customers.

Staff Recommendation:

Staff recommends Mayor and Council approve Resolution 2019-xxx, authorizing the Water Director to sign a Joint Planning Agreement between the United States Department of Energy - Western Area Power Administration and the Town and others; Agreement No. 18-DSR-12868.

Suggested Motion:

I move to adopt Resolution No. 2019-014, authorizing the Water Director to sign a Joint Planning Agreement between the United States Department of Energy - Western Area Power Administration and the Town and others; Agreement No. 18-DSR-12868.

Attachments

Resolution No. 2019-014

WAPA JPA

MARANA RESOLUTION NO. 2019-014

RELATING TO UTILITIES; APPROVING AND AUTHORIZING THE WATER DIRECTOR TO SIGN AGREEMENT NO. 18-DSR-12868 BETWEEN THE UNITED STATES DEPARTMENT OF ENERGY WESTERN AREA POWER ADMINISTRATION DESERT SOUTHWEST REGION PARKER-DAVIS PROJECT PACIFIC NORTHWEST-PACIFIC SOUTHWEST INTERTIE PROJECT AND CONTRACTORS FOR JOINT PLANNING AGREEMENT

WHEREAS the United States Department of Energy Western Area Power Administration and Parker-Davis Project contractors, including the Town of Marana Water Department, have negotiated the terms of "Agreement No. 18-DSR-12868 between the United States Department of Energy Western Area Power Administration Desert Southwest Region Parker-Davis Project Pacific Northwest-Pacific Southwest Intertie Project and Contractors for Joint Planning Agreement" (the "Parker-Davis Joint Planning Agreement"); and

WHEREAS the Mayor and Council of the Town of Marana find that the Parker-Davis Joint Planning Agreement is in the best interests of the Town of Marana and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Parker-Davis Joint Planning Agreement is hereby approved, and the Utilities Director of the Town of Marana is hereby authorized to execute it in substantially the form set forth in the agenda backup materials accompanying this resolution.

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

PASSED and ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of February, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney



Department of Energy
Western Area Power Administration
Desert Southwest Customer Service Region
P.O. Box 6457
Phoenix, AZ 85005-6457

JAN 09 2019

OVERNIGHT DELIVERY

Mr. John Kmiec
Utilities Director
Utilities Department
Town of Marana Utilities Department
5100 West Ina Road
Marana, AZ 85743

Dear Mr. Kmiec:

Since mid-2017, Western Area Power Administration (WAPA) staff has met with Intertie and Parker-Davis Project (P-DP) customers on a number of occasions, conducting learning sessions, exchanging information and ideas, and collaboratively working toward the completion of our collective goal of establishing a Joint Planning Agreement (JPA).

The purpose of the JPA is to memorialize a process for sharing information with customers and provide them opportunities to share insight and input on activities WAPA undertakes to ensure safe, secure, reliable and affordable energy and transmission services today, and well into the future. WAPA carefully considered all comments received during the process to develop the JPA.

WAPA is committed to working with and delivering value to our customers. The JPA provides a framework for WAPA and the customers to work together in an open, transparent, and inclusive fashion, to create and sustain that value. We look forward to utilizing our new JPA to continue to build and enhance our mutually beneficial partnerships.

Enclosed for signature is the JPA, more formally referenced as Agreement No. 18-DSR-12868 (Agreement) among WAPA, the Town of Marana (Contractor), and other Intertie and P-DP customers. If the Agreement meets with your approval, please sign and return one (1) original along with the two (2) signature pages, as soon as possible, to one (1) of the following addresses:

If by U. S. Postal Service:

Western Area Power Administration
Desert Southwest Regional Office
ATTN: T. May, G6200
P.O. Box 6457
Phoenix, AZ 85005-6457

If by Overnight Delivery:

Western Area Power Administration
Desert Southwest Regional Office
ATTN: T. May, G6200
615 South 43rd Avenue
Phoenix, AZ 85009

Please provide an attestation on the signature page and affix your seal. If a seal is not available, then please provide a signed letter of authorization, or any applicable certificates, resolutions, or minutes to indicate the signatory is duly authorized to commit the Contractor to the terms of the Agreement.

Do not date the Agreement. WAPA will provide a date when it executes the Agreement, at which time the Agreement shall become effective. One (1) executed and dated original will be returned to you.

Should you have questions, please contact Ms. Tasha May, Public Utilities Specialist, at (602) 605-2516, or Ms. Patricia Weeks, Power Marketing Contracts and Energy Services Manager, at (602) 605-2594, or by e-mail at dswcontracts@wapa.gov.

Sincerely,



Jimmy K. Kendrick
Vice President of Power Marketing
for Desert Southwest Region

Enclosures
Agreement
Signature Pages (2)



**United States
Department of Energy**

**WESTERN AREA
POWER ADMINISTRATION**

**Desert Southwest
Regional Office**

AGREEMENT

AGREEMENT NO. 18-DSR-12868

BETWEEN

**UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
Desert Southwest Region
Parker-Davis Project
Pacific Northwest-Pacific Southwest Intertie Project**

AND

CONTRACTORS

FOR

JOINT PLANNING AGREEMENT

AGREEMENT NO. 18-DSR-12868

BETWEEN

**UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
Desert Southwest Region
Parker-Davis Project
Pacific Northwest-Pacific Southwest Intertie Project**

AND

CONTRACTORS

FOR

JOINT PLANNING AGREEMENT

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AGREEMENT NO. 18-DSR-12868

BETWEEN

**UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
Desert Southwest Region
Parker-Davis Project
Pacific Northwest-Pacific Southwest Intertie Project**

AND

CONTRACTORS

FOR

JOINT PLANNING AGREEMENT

1. **PREAMBLE:** This Joint Planning Agreement No. 18-DSR-12868 (Agreement) made this ____ day of _____, 2019, between the United States of America, Department of Energy, acting by and through the Administrator, WESTERN AREA POWER ADMINISTRATION, hereinafter called WAPA, represented by the officer executing this Agreement or a duly appointed successor; and the CONTRACTOR(S) named on the signature page(s), attached hereto, hereinafter called Contractor(s), its successors and assignees; each sometimes individually called Party, and collectively called Parties.
2. **EXPLANATORY RECITALS:**
 - 2.1 The Joint Planning Agreement Principles Contract No. 95-DSR-10534 (JPA Principles) between WAPA and certain Parker-Davis Project (P-DP) and Pacific Northwest-Pacific Southwest Intertie Project (Intertie) customers became effective on December 1, 1995.

- 2.2 WAPA and certain P-DP and Intertie customers executed the Memorandum of Understanding Prepayment Funding Process for Construction, WAPA Agreement No. 10-DSR-12175 (MOU) dated September 29, 2010.
- 2.3 WAPA receives Prepayments from P-DP and Intertie customers for Long-Term Firm Point-to-Point transmission service on the DSW Transmission Systems. Prepayments fund Construction Projects on the DSW Transmission Systems.
- 2.4 Certain P-DP and Intertie customers requested that WAPA replace the JPA Principles with a successor agreement.
- 2.5 This Agreement applies to the DSW Transmission Systems.
- 2.6 The Parties have a vested interest in WAPA managing the DSW Transmission Systems in a responsible manner and maintaining safe, secure, and reliable transmission service.
- 2.7 The Parties desire to memorialize a process for sharing information and collaborating on issues that materially impact the DSW Transmission Systems. The Parties acknowledge that the opportunities for collaboration and information sharing set forth under this Agreement are open to all customers of WAPA's Desert Southwest Region (DSW).

3. **GOALS AND OBJECTIVES:**

- 3.1 This Agreement will be used as a framework among the Parties to provide Contractors with pertinent Materials and opportunities for input and

recommendations regarding the following as it relates to the DSW Transmission Systems:

- i) Construction Projects;
- ii) RRADs;
- iii) Budget Formulation and Execution Review;
- iv) Transmission Planning; and
- v) Rate Impact Assessments.

3.2 WAPA uses Prepayments for Construction Projects, which promotes reliable transmission service at the lowest rates consistent with sound business principles, as outlined in the MOU.

4. **AGREEMENT:** The Parties agree to the terms and conditions set forth herein.

5. **TERMINATION OF PRIOR AGREEMENT(S):** This Agreement supersedes the JPA Principles upon the effective date written in Section 1, herein. This Agreement does not modify or supersede the MOU.

6. **TERM OF AGREEMENT:**

6.1 This Agreement will become effective upon the date written in Section 1, herein, and execution by WAPA and any Contractor. Subject to prior termination as otherwise provided for herein, this Agreement will remain in effect until midnight September 30, 2028. This Agreement will automatically renew for additional ten (10) year terms after September 30, 2028, unless WAPA delivers written notice of its desire to terminate this Agreement to the Contractors on or before October 1, 2026, or at least twenty-four (24) months prior to the end of a successive ten (10) year term. Upon notification of desire to terminate, the Parties will negotiate in

good faith terms for Agreement revisions or a replacement agreement. If the Parties do not agree to revised terms or a replacement agreement on or before the termination date set forth in WAPA's notice of intention to terminate, then this Agreement will terminate as of the termination date.

6.2 A Contractor may terminate its participation in this Agreement with sixty (60) Days advance written notice to WAPA and subsequent notices to all other Contractors in accordance with Section 17, herein.

6.3 A Contractor that no longer has a contract or agreement with WAPA will, upon receipt of advanced written notice from WAPA, no longer be a Party to this Agreement.

6.4 If, at four (4) consecutive Quarterly TYP Meetings, as described in Attachment No. 1, attached hereto, fewer than twenty-five percent (25%) of all Contractors are represented, either in person or remotely, WAPA may serve a written notice to all Contractors that it intends to terminate this Agreement. If Contractor representation does not exceed twenty-five percent (25%) of all the Contractors at each of the four (4) consecutive Quarterly TYP Meetings after service of such notice, WAPA may terminate this Agreement by providing a minimum of thirty (30) Days advance written notice to all Contractors.

Contractor representation will be measured by a roll call taken by WAPA, at the posted start time of the Quarterly TYP Meetings, which will be transcribed and provided to all Contractors.

7. **DEFINITIONS:** All capitalized terms, whether singular or plural, when used herein and in the Attachment(s), will have the meaning specified below:

- 7.1 Authorized Representative(s): A representative(s) of a Contractor or WAPA designated in accordance with Section 10, herein.
- 7.2 Analysis of Alternatives (AOA): The document(s) used by WAPA to examine options for replacing and adding segments of the DSW Transmission Systems, including the value(s) and cost(s) of various alternatives leading to recommendations that help define Construction Projects that become part of the TYP.
- 7.3 Construction Project(s): New or large-scale replacement, upgrade or change of permanent structures or equipment related to the DSW Transmission Systems that are or will be capitalized by WAPA.
- 7.4 Contractor: An entity other than WAPA DSW, with one (1) or more contracts or agreements with WAPA who has chosen to be Party to this Agreement.
- 7.5 Day: A calendar day.
- 7.6 Desert Southwest Region Transmission Systems (DSW Transmission Systems): All P-DP and Intertie assets managed by WAPA.
- 7.7 Fiscal Year (FY): The twelve (12) month period so designated by Federal law. Until changed by Federal law, FY means the period commencing on October 1 of each year, immediately after midnight on September 30, and ending at midnight on September 30 of the following year.
- 7.8 Intertie: For the purpose of this Agreement, the southern portion of the Pacific Northwest-Pacific Southwest Intertie Project assets managed by WAPA consisting of a 345-kV transmission line from Mead Substation to Liberty Substation, a 230-kV line from Liberty Substation to Westwing Substation, a

230-kV line from Westwing Substation to Pinnacle Peak Substation, and two (2) 500-kV segments from Mead Substation to Perkins Substation and Mead Substation to Marketplace Substation and any changes or additions thereto.

- 7.9 Materials: Documents, data, studies, reports, records, printed booklets, presentations and/or other relevant information related to, but not limited to, transmission, construction, operations, maintenance, administrative, and power marketing functions associated with this Agreement.
- 7.10 Native American Tribe: A Federally recognized Indian Tribe.
- 7.11 Operation and Maintenance (O&M): WAPA's planned and/or unplanned operations and preventative and/or corrective maintenance activities on the DSW Transmission Systems.
- 7.12 Parker-Davis Project (P-DP): For the purpose of this Agreement, the Federally owned and managed transmission facilities integrated by the Parker-Davis Project Consolidation Act dated May 28, 1954 (68 Stat. 143), and any changes or additions thereto.
- 7.13 P-DP Priority Use Power or Project Use Power (PUP): The capacity and associated energy including ancillary services, transmission services, and control area responsibilities associated with P-DP generation for use on or by Bureau of Reclamation projects.
- 7.14 Prepayments: Payments made in advance for transmission service in accordance with the applicable transmission rate schedules on the DSW Transmission Systems.

- 7.15 Prepayment Funding Meeting: A meeting held for certain customers to vote on the use of Prepayments to fund Construction Projects as described in the MOU.
- 7.16 Purchased Power and Wheeling Expenses (PPW): Those purchased power and wheeling expenses associated with the operation of the DSW Transmission Systems.
- 7.17 Quarterly TYP Meetings: The four (4) primary TYP meetings described in Section 1 of Attachment No. 1, attached hereto.
- 7.18 Replacements, Retirements, Additions and Deletions (RRADs): Moveable property, software, and capitalized maintenance-related work, typically smaller than Construction Projects and normally, but not always, designed, built, and commissioned by WAPA's internal workforce.
- 7.19 10-Year Plan (TYP): The plan resulting from the processes identified by this Agreement, which provides planned Construction Projects for the DSW Transmission Systems for a 10-year period.
- 7.20 Unobligated Balances: The amounts of budget authority that WAPA has not yet obligated by contract or other legally binding action.
- 7.21 WAPA HQ: The headquarters of WAPA which oversees and supports the administration of the DSW, Rocky Mountain Region, Sierra Nevada Region, Upper Great Plains Region, and Colorado River Storage Project Management Center.
- 7.22 Work Plan(s): WAPA's estimates, projections, and/or related Materials associated with Construction Projects, RRADs, O&M and administrative expenses, PPW, and/or any relevant budgeting activities connected to or

impacting the DSW Transmission Systems. Work Plans may include DSW and/or WAPA HQ Materials.

8. **EXCHANGE OF INFORMATION:**

8.1 **10-Year Plan:** In connection with WAPA's development of the TYP for the DSW Transmission Systems, Contractors will have the opportunity to review, comment, and provide input on Construction Projects that are on-going or scheduled to be initiated within a ten (10) year planning period.

8.1.1 WAPA will hold scheduled meetings throughout the year, during which WAPA will collaborate with Contractors to:

- i) Identify and formulate AOA studies;
- ii) Discuss current and planned Construction Project(s) costs, scope, and schedule;
- iii) Review and discuss current Construction Project(s) and related AOA hypothetical scenarios and potential rate impacts; and
- iv) Document Contractor input, concerns, and recommendations.

8.1.2 **Process and Schedule:** Attachment No. 1, attached hereto, documents the TYP process and schedule.

8.1.3 **Information:** Prior to any meeting to discuss the TYP, or upon request by a Contractor, WAPA will share information and pertinent Materials with the Contractors; subject to Section 19, herein. Contractors will provide feedback on TYP proposals and Materials in a manner that promotes the goals and objectives of this Agreement.

8.1.4 In WAPA's development of the TYP, WAPA will:

- i) Consult with Contractors on the options to be considered in AOAs for potential Construction Projects prior to performing studies;
- ii) Provide Contractors with an opportunity to submit comments on WAPA's proposed Construction Projects within thirty (30) Days after the TYP meetings described in Attachment No. 1, attached hereto;
- iii) Respond in writing to comments received within thirty (30) Days after the associated comment due date;
- iv) Post comments, responses, and pertinent AOA and TYP Materials to WAPA's website; and
- v) Consult with Contractors before reclassifying a Construction Project as RRADs.

8.2 RRADs: Contractors will have the opportunity to review, comment, and provide input on RRADs.

8.2.1 WAPA will hold scheduled meetings throughout the year, during which WAPA will collaborate with Contractors to review and discuss:

- i) RRADs budget estimates;
- ii) RRADs related Materials; and
- iii) RRADs budget vs. actual cost.

8.2.2 In WAPA's development of RRADs, WAPA will:

- i) Provide Contractors with an opportunity to submit comments to RRADs within thirty (30) Days after the meetings described in Attachment No. 2, attached hereto;

- ii) Respond in writing to comments received within thirty (30) Days after the associated comment due date; and
- iii) Post comments, responses, and pertinent RRADs Materials to WAPA's website.

8.2.3 Process and Schedule: Attachment No. 2, attached hereto, documents the RRADs process and schedule.

8.2.4 Information: Prior to any meeting to discuss RRADs projects, or upon request by a Contractor, WAPA will share information and pertinent Materials, subject to Section 19, herein. Contractors will provide feedback on RRADs projects and Materials in a manner that promotes the goals and objectives of this Agreement.

8.2.5 For any RRADs project that has an estimated cost in excess of One Million Dollars (\$1,000,000), WAPA will provide more detailed information regarding scope and cost.

8.2.6 WAPA will administer the RRADs program in consultation with Contractors as described in Attachment No. 2, attached hereto.

8.3 Budget Review: Attachment No. 3, attached hereto, documents the process to review Work Plan reporting, budget versus actual reporting, and Unobligated Balances.

8.3.1 WAPA will hold scheduled meetings throughout the year, during which WAPA will collaborate with Contractors to review and discuss:

- i) Actual costs. This will include at least three (3) years of actual costs;

- ii) Budget estimates. This will include the budget formulation year and three (3) additional forecasted years;
- iii) Materials related to RRADs budget formulation with a comparison to three (3) years of actual costs;
- iv) Unobligated Balances and cash flow forecasts; and
- v) Related rate impacts and hypothetical scenarios.

8.3.2 In WAPA's development of budget estimates and actual costs, WAPA will:

- i) Provide Contractors with an opportunity to submit comments on budgets and actual costs within thirty (30) Days after the meetings described in Attachment No. 3, attached hereto;
- ii) Respond in writing to comments received within thirty (30) Days after the associated comment due date; and
- iii) Post comments, responses, and pertinent budget Materials to WAPA's website.

8.4 Transmission Planning: WAPA provides transmission service under: 1) an Open Access Transmission Service Tariff (OATT); 2) Federal transmission agreements; 3) Federal Electric Service agreements; and 4) grandfathered agreements. Attachment No. 4, attached hereto, documents additions to the transmission planning process intended to supplement the OATT process.

8.4.1 WAPA will hold scheduled meetings throughout the year, during which WAPA will collaborate with Contractors to review and discuss:

- i) The development of transmission study groups;

- ii) Transmission study results; and
- iii) Potential new projects and impacts.

8.5 Emergencies: For any emergency response with an estimated cost in excess of One Million Dollars (\$1,000,000), WAPA will provide the Contractors details of the emergency, estimated costs, impacts (if any) to the DSW Transmission Systems, and anticipated source(s) of funding in a timely fashion.

9. COMMITTEES: At the election of the Parties, one (1) or more groups or committees may be formed to perform certain functions under this Agreement.

10. AUTHORIZED REPRESENTATIVES: Each Contractor, by written notice to WAPA, will designate the Authorized Representative(s) who is (are) authorized to act on its behalf with respect to those matters contained herein and pursuant to this Agreement. WAPA will also designate an Authorized Representative. If a Contractor designates more than one (1) Authorized Representative, the written notice will state the particular matter(s) upon which each designated representative is authorized to act. A Contractor may change the designation of its Authorized Representative(s) upon notice given to WAPA and confirmed promptly by written notice in accordance with Section 17, herein.

11. APPLICABLE LAWS, EXTENSIONS, AND WAIVERS:

11.1 Applicable Laws: Any reference in this Agreement to any Federal act, statute, or regulation will be deemed to be a reference to such act, statute, or regulation and all amendments and supplements thereto in existence on the date of execution of this Agreement, unless specifically noted otherwise; provided, that nothing in this Agreement is intended to limit the sovereign authority of Congress. In the event that a change in law materially impairs any obligation, benefit, or interest of any

Party under this Agreement, the Parties will promptly meet and consult in good faith regarding possible changes to the Agreement to address the impact of the change in law. The obligations, benefits, or interests contained herein are cumulative and in addition to, not exclusive of or in substitution for, any other obligations, benefits, or interests that a Party may otherwise have.

- 11.2 Extensions and Waivers: Any extension of time, or waiver of any provision or requirement of this Agreement will be valid only if made in writing and executed by the Party against whom enforcement of the extension or waiver is sought. Any extension or waiver granted for the benefit of a Contractor will not be denied to any other Contractor, provided that any Federal obligation resulting from the unique constitutional and political status of Native American Tribes, will remain exclusive to any Contractor that is a Native American Tribe.
12. **RELATIONSHIP TO CONTRACTOR AGREEMENTS**: Except as set forth in Section 5, herein, nothing in this Agreement supersedes, pre-empts, or otherwise modifies any existing agreement(s) or contract(s) between WAPA and the Contractor. In the event of a conflict between this Agreement and existing agreement(s) or contract(s) between WAPA and the Contractor, the existing agreement(s) or contract(s) will govern.
13. **PARKER-DAVIS PROJECT PRIORITY USE POWER**: Nothing in this Agreement will supersede, pre-empt, or modify the statutory priority of PUP and its related projects, or any existing obligation to provide the same.
14. **SOVEREIGN IMMUNITY**: Nothing in this Agreement or in any current or future schedule, attachment, exhibit, amendment, or addendum is intended to be or will be construed as a waiver of any Native American Tribe's sovereign immunity. The Parties

understand and agree that neither this Agreement nor any underlying law or procedure will confer jurisdiction of any state or Federal court over any Native American Tribe for claims under this Agreement.

15. **LIMITATIONS ON WHAT PARTIES ARE OBLIGATED TO PROVIDE:** This Agreement does not create any obligation for any Party to provide transmission transfer capacity or power supply, or for WAPA to provide individual Contractor planning services. The extent of such obligations, if any, are set forth in transmission or joint participation contracts between WAPA and any Contractor or group of Contractors, and/or are pursuant to Bureau of Reclamation projects for PUP.
16. **ATTACHMENTS:** Certain terms of this Agreement that may change during the term of this Agreement are set forth in attachments as formulated and modified from time to time. The initial Attachment Nos. 1 – 4 are attached hereto, and each is incorporated into this Agreement in accordance with its respective terms until superseded by a subsequent attachment. Any Party may propose revisions to the attachments. WAPA will distribute revisions proposed by any Party to all Parties. The Parties will cooperate with one another in good faith and conduct an open review when considering revisions of an attachment. Changes, modifications, or additions to the attachments will not materially conflict with Section 3 (Goals and Objectives) and Section 8 (Exchange of Information), herein, unless established by mutual written agreement of the Parties. WAPA will document changes, additions, or modifications in revised attachments and distribute the attachments in accordance with Section 17, herein. Any such modified attachment will become effective ninety (90) Days after its distribution. In the event of a conflict between an attachment and the Agreement, the Agreement shall control.

17. **NOTICES:** Any notice, demand, or request authorized in connection with this Agreement must be in writing and will be deemed properly served or given if delivered in person, sent by certified or first class mail (postage prepaid), email, or fax to an Authorized Representative.
18. **EFFECT OF SECTION HEADINGS:** Section headings or titles appearing in this Agreement are inserted for convenience only and will not be construed as interpretations of text.
19. **ACCESS TO MATERIALS AND MEETINGS:**
- 19.1 The Contractor may request, and WAPA will provide, applicable portions of all WAPA Materials associated with this Agreement subject to limitations described herein, Federal laws, regulations, and WAPA's retention policies. Information sharing under this Agreement will not violate confidentiality limitations, restrictions on proprietary information, or compel the Parties to be a conduit to sensitive materials or arrangements with one another or any third party or Native American Tribes. In the event WAPA is not able to provide Materials requested by a Contractor, WAPA will generally reference by category the Materials not provided and the associated limitation(s).
- 19.2 The Parties may participate in meetings conducted under this Agreement either in person or remotely.
20. **AMENDMENTS AND MODIFICATIONS:** Except for the revision of attachments under Section 16, herein, this Agreement may be amended or modified only by mutual written agreement duly executed by the Parties.

21. **INCORPORATION OF THE PREAMBLE, EXPLANATORY RECITALS, AND GOALS AND OBJECTIVES:** The Preamble, Explanatory Recitals, and the Goals and Objectives referenced herein are hereby fully incorporated by this reference, and are considered a material part of this Agreement.
22. **EXHIBITS:** Exhibits may be added, as required, and will be made a part of this Agreement by mutual written agreement by the Parties.
23. **CONTINUED COOPERATION:** The Parties will work together in a collaborative, good faith manner to accommodate changes in circumstances during the term of this Agreement. Nothing in this Agreement limits WAPA or Native American Tribes from engaging in government-to-government consultations.
24. **EXECUTION BY COUNTERPARTS:** This Agreement may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together will have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto, by having attached to it one (1) or more signature pages.
25. **AUTHORITY TO EXECUTE:** Each individual signing this Agreement certifies that the Party represented has duly authorized such individual to execute, bind, and obligate the Party.

This Agreement No. 18-DSR-12868 has been executed by WAPA and Contractor and is to be effective in accordance with Section 1, herein.

THE UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Date_____

By _____
Jimmy Kendrick

Title _____
Vice President of Power Marketing
_____ for Desert Southwest Region

Address _____
P.O. Box 6457
_____ Phoenix, AZ 85005-6457

This Agreement No. 18-DSR-12868 has been executed by WAPA and Contractor and is to be effective in accordance with Section 1, herein.

(SEAL)

TOWN OF MARANA

ATTEST

By _____

Title _____

Date _____

By _____

Signatory Name

Signatory Name (Print)

Title _____

Address Town of Marana, Utilities Department

5100 West Ina Road

Marana, AZ 85743

10-YEAR PLAN PROCESS AND SCHEDULE

This Attachment No. 1 documents the TYP process and schedule for Contractor participation, discussions, contributions, and input on proposed Construction Projects and AOA studies. Contractor input is solicited and considered by WAPA through scheduled Quarterly TYP Meetings that have a focus on current and proposed Construction Projects and AOA studies. Optional supplemental meetings may be scheduled to further assess proposed Construction Projects or related activities. WAPA will review, consult, and modify AOAs for proposed Construction Projects prior to performing AOA studies. Temporary deviations in this process and schedule may result from Contractor requests or changing system conditions.

1. TYP PROCESS:

1.1 On an annual basis, WAPA conducts four (4) primary TYP meetings to facilitate Contractor involvement. Additional coordination meetings with Contractors are scheduled, as needed, to facilitate TYP development. At any time, Contractors may submit requests for potential Construction Projects to WAPA. These requests serve as a foundation to establish AOAs. AOAs are proposed and reevaluated with Contractor input. The four (4) primary TYP meetings generally consist of:

1.1.1 1st Quarter – TYP Active Projects Update Meeting:

1.1.1.1 In this meeting, typically held in March, WAPA will provide Contractors with updates on costs, budgets, and schedules for active Construction Projects, and the development of refined

scope, schedules and cost estimates of partially funded

Construction Projects, referred to as seed funded projects.

1.1.1.2 Recommended alternatives for the previous calendar year's AOA studies are presented and discussed with the Contractors.

1.1.1.3 Recommended alternatives from AOA studies are evaluated with Contractors' input.

1.1.2 2nd Quarter – TYP Draft Plan Meeting:

1.1.2.1 In this meeting, typically held in June, WAPA will:

- i) Provide Contractors with a draft TYP that includes Materials related to Construction Projects and rate analysis;
- ii) Propose the use of Prepayments for Construction Projects that will be voted on at the Prepayment Funding Meeting held during the 4th quarter; and
- iii) Provide, and review in detail, the development of refined scope, schedules, and cost estimates of partially funded Construction Projects, referred to as seed funded projects.

1.1.2.2 The previous year's AOA studies have typically been completed prior to this meeting, but if not completed, WAPA shall provide Parties with an update of the studies. New AOA studies (if any) are proposed by WAPA or the Contractors.

1.1.3 3rd Quarter – TYP Formal Plan Meeting:

1.1.3.1 In this meeting, typically held in September, WAPA provides Contractors with the final TYP that includes the planned use of Prepayments for Construction Projects and rate analysis. Final revisions to planned uses of Prepayments for Construction Projects will be voted on at the Prepayment Funding Meeting held during the 4th quarter, and the development of refined scope, schedules, and cost estimates of partially funded Construction Projects, referred to as seed funded projects, will be reviewed and discussed in detail.

1.1.3.2 In-progress AOA studies and proposed alternatives will be discussed with the Contractors.

1.1.4 4th Quarter – Prepayment Funding Meeting:

1.1.4.1 In this meeting, typically held in December, customers under the MOU will vote on the use of Prepayments for Construction Projects.

1.1.4.2 WAPA will provide information on appropriations available for Construction Projects.

1.1.4.3 WAPA will provide an update and discuss in-progress AOA studies.

2. **TYP MEETING PROCEDURES:**

2.1 WAPA will provide notice of the date and location of the meeting at least twenty-eight (28) Days in advance.

- 2.2 WAPA will distribute any Materials fourteen (14) Days prior to the meeting.
- 2.3 Procedures for the Prepayment Funding Meeting are described in the MOU.
- 3. This Attachment No. 1 to Agreement No. 18-DSR-12868 (Agreement) may be modified in accordance with Section 16 of the Agreement.

**REPLACEMENTS, RETIREMENTS, ADDITIONS
AND DELETIONS PROCESS AND SCHEDULE**

This Attachment No. 2 documents RRADs collaboration and information sharing opportunities with Contractors to be coordinated by WAPA on an annual basis.

1. **RRADs PROCESS AND SCHEDULE:**

1.1 WAPA conducts TYP meetings as described in Attachment No. 1, attached hereto; a Work Plan meeting and Budget Versus Actual meeting as described in Attachment No. 3, also attached hereto. RRADs information will be shared and discussed with the Contractors at the following meetings:

1.1.1 2nd Quarter – Work Plan Meeting: Present and discuss RRADs budget estimates.

1.1.2 2nd Quarter – TYP Draft Plan Meeting: Present and discuss Materials related to RRADs budget formulation with a comparison to three (3) years of actuals.

1.1.3 4th Quarter – Budget Versus Actual Reporting Meeting: Present and discuss RRADs budget versus actual costs.

2. Additional meetings may be scheduled, as needed, if WAPA and/or Contractors desire further discussions.

3. This Attachment No. 2 to Agreement No. 18-DSR-12868 (Agreement) may be modified in accordance with Section 16 of the Agreement.

BUDGET REVIEW

This Attachment No. 3 documents the budget collaboration and information sharing opportunities with Contractors to be coordinated by WAPA on an annual basis.

1. **WORK PLAN REPORTING:**

1.1 **Schedule:** The Work Plan meeting will be held each year, typically held in April or May.

1.2 **Reporting:**

1.2.1 WAPA will report and discuss the prior three (3) FYs of actual costs and budget submissions and estimates through the budget formulation year and the next three (3) out-years.

1.2.2 The following table contains budget information to be reported and discussed with Contractors on WAPA HQ, WAPA HQ for DSW Transmission Systems, and DSW Transmission Systems:

Description	WAPA HQ	WAPA HQ For DSW Transmission Systems	DSW Transmission Systems
O&M / General & Administrative	X	X	X
RRADs	X	X	X
Indirect/Direct Charge / Allocation Information	X	X	X
Organization Information	X	X	
Budget Activity Information			X
PPW			X
Construction Projects			X
Rate Analysis			X

2. **BUDGET VERSUS ACTUAL REPORTING:**

2.1 Schedule: The Budget Versus Actual meeting will be held each year, typically held in November or December.

2.2 Reporting:

2.2.1 WAPA will report and discuss the prior three (3) FYs of actual costs including the most recent FY end, the budget submission and the budget for the most recent FY end.

2.2.2 The following table contains budget information to be reported and discussed with Contractors on WAPA HQ, WAPA HQ for DSW Transmission Systems, and DSW Transmission Systems:

Description	WAPA HQ	WAPA HQ For DSW Transmission Systems	DSW Transmission Systems
O&M / General & Administrative	X	X	X
RRADs	X	X	X
Indirect/Direct Charge/Allocation Information	X	X	X
Organization Information	X	X	
Budget Activity Information			X
PPW			X
Construction Projects			X
Cash Flow/Unobligated Balances			X

3. **UNOBLIGATED BALANCES:**

- 3.1 Schedule: WAPA will consult with the Contractors at the Work Plan meeting and Budget Versus Actual meeting on the development of a DSW Transmission Systems-specific Unobligated Balance strategy and the current status.
- 3.2 Reporting: Report and discuss the following items for the DSW Transmission Systems:
 - 3.2.1 Unobligated Balances as of the end of the previous FY.
 - 3.2.2 Five (5) Year Cash Flow Forecast.
 - 3.2.3 Allowed Unobligated Balances in accordance with the current strategy.
 - 3.2.4 Any portion of the Unobligated Balances associated with, but not necessarily obligated to a Construction Project.

4. **MEETING PROCEDURES:**

- 4.1 WAPA shall provide notice of the date and location of the meeting at least twenty-eight (28) Days in advance.
 - 4.2 WAPA will distribute any Materials fourteen (14) Days prior to the meeting.
 - 4.3 Additional meetings may be scheduled, as needed, if WAPA and/or Contractors desire further discussions.
5. This Attachment No. 3 to Agreement No. 18-DSR-12868 (Agreement) may be modified in accordance with Section 16 of the Agreement.

TRANSMISSION PLANNING PROCESS AND SCHEDULE

WAPA's planning process is described in Attachment P to its OATT. Opportunities for Contractor participation in WAPA's transmission planning is described in Attachment P, as posted on WAPA's Open Access Same Time Information System.

1. **LOCAL TRANSMISSION PLANNING:** In addition to the planning process described in Attachment P of the OATT, WAPA's Contractors may submit requests to WAPA to conduct studies which address local or regional transmission system needs. To be considered, a study request should be directly attributable to load projections intended to be served by DSW Transmission Systems. WAPA and its interested customers will jointly consult and evaluate those requests and determine whether one (1) or more study groups should be formed to: 1) further an open dialog on local system needs pertaining to load growth and/or new interconnects; 2) determine whether those needs have the potential to impact the high-voltage transmission system in the southwest; and 3) define the scope of and cost responsibility for any additional study efforts that may be carried out to address the identified issues.
2. Study groups will be formed during, or soon thereafter, WAPA's 1st Quarter meeting and will be open to all Contractors and interested parties. Study group results will be reviewed and discussed during WAPA's 4th Quarter meeting.
3. This Attachment No. 4 to Agreement No. 18-DSR-12868 (Agreement) may be modified in accordance with Section 16 of the Agreement.



Council-Regular Meeting

C6

Meeting Date: 02/19/2019

To: Mayor and Council

From: Cherry L. Lawson, Town Clerk

Date: February 19, 2019

Subject: Approval of Regular Council Meeting Minutes from February 5, 2019 and
Approval of Special Council Meeting - Council Connections Minutes from
February 9, 2019 (Cherry L. Lawson)

Attachments

Draft Regular Council Meeting Minutes 02/05/2019

Draft Council Connections Meeting Minutes 02/09/2019



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers February 5, 2019, 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. Town Clerk Cherry Lawson called roll. Council Member Officer (late arrival 7:08 p.m.) A sufficient number of 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, with a second provided by Council Member Kai. The motioned passed, 6-0.

CALL TO THE PUBLIC

There were no request submitted by the public.

PROCLAMATIONS

P1 Proclaiming February 7 through February 14, 2019 as Congenital Heart Defect Awareness Week (Cherry L. Lawson)

Jennifer Pager thanked the Council for the Proclamation and asked the public to remember individuals afflicted with Congenital Heart Defects.

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

There were no Mayor or Council reports offered.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager, Jamsheed Mehta highlighted the Council Executive Report providing an update on the number of single family building permits for the month of January which is the lowest the Town has seen in some years; averaging 63 to 65 permits per month. He reminded Council of the Council Connections Meeting on Saturday, February 9, 2019 from 1 p.m. to 3 p.m. at Ora Mae Harn District Park.

PRESENTATIONS

PR1 Relating to Commerce; introduction of the newly appointed Marana Chamber of Commerce President, Audra Winters (Ed Stolmaker)

Ed Stolmaker, President and CEO of the Marana Chamber of Commerce, introduced **Tom Cope** who would provide the introductions for the newly appointed President and CEO, **Audra Winters**.

Tom Cope, Chairman, Marana Chambers of Commerce, introduced Audra Winters. After a nationwide search resulting in 102 applicants; 52 candidates were reviewed, Ms. Winters was the best candidate for the position. Ms. Winters was the CEO of the New Mexico Chambers, and is relocating to the area with her family. There will be a breakfast tomorrow to host and welcome Ms. Winters to the Marana area. He invited the Council to come out for the event.

Audra Winters, President and CEO, Marana Chambers of Commerce, thanked the Mayor and Council and the Marana Chamber Board, and highlighted the good working relationship of the Town and the Chambers as it is important to businesses within the community, but the entire community. She is looking forward to working within the community as well as with the community partners.

CONSENT AGENDA: *Vice Mayor Post motioned to approve the Consent Agenda, and Council Member Bowen second the motion. The motion passed unanimously, 7-0.*

C1 Relating to Procurement; approving a change order to the Marana Road Realignment project (ST044) construction contract with Pima Paving Inc. in the amount of \$67,241.54; 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 (Keith Brann)

C2 Relating to Procurement; approving a change order to the Construction Contract with Southern Arizona Paving for the Ina Road Pavement Reconstruction (ST058) project in the amount of \$103,931.46; 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 (Keith Brann)

C3 Resolution No. 2019-007: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 1 – General Employment Rights and Responsibilities, Section 1-1-6 “Plan for Harassment Prevention and Elimination” (Jane Fairall)

C4 Resolution No. 2019-008: Relating to Utilities; approving and authorizing the Mayor to sign the AZWARN Mutual Aid Agreement (AZWARN MAA) among members of the Arizona Water and Wastewater Agency Response Network (John Kmiec)

C5 Ordinance No. 2019.005: Relating to Animal Control; amending Town Code Title 6 (Animal Control), Chapter 6-8 (Removal, Impoundment, Forfeiture and Disposition of Animals); revising section 6-8-6 (Hearing; Rules of Hearing; Remedies; Testimony of Defendant; Appeal; Costs) to reduce time for appeal; revising section 6-8-7 (Findings After Court Hearing) to eliminate tattooing as an option the Town Magistrate can order; and designating an effective date (Libby Shelton)

C6 Resolution No. 2019-009: Relating to Development; accepting Breakers Road for dedication and maintenance and Tangerine Road for dedication adjacent to the Marana Technology Campus site (Keith Brann)

C7 Approval of the January 8, 2019 Study Session Meeting Minutes and Approval of the January 15, 2019 Regular Council Meeting Minutes (Hilary H. Hiser)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2019.004: Relating to Development; amending Title 17 (Land Development) of the Marana Town Code by adding new Chapter 17-10 (Signs); repealing existing Title 16 (Signs) of the Marana Land Development Code; and designating an effective date (Brian D. Varney)

Resolution No. 2019-005: Relating to Development; declaring as a public record filed with the Town Clerk new Chapter 17-10 (Signs) of Title 17 (Land Development) of the Marana Town Code adopted by Marana Ordinance No. 2019.004 (Brian D. Varney)

[7:16 PM] Mayor Honea opened the Public Hearing and deferred to **Town Attorney, Frank Cassidy** for a review of the item.

Frank Cassidy apologized to the Mayor and Council for his passionate remarks during the January 15, 2019 Public Hearing. Since that meeting, the Town has had several conversations with members of SABA and the homebuilding community. However, no agreement was reached. From a staff perspective, the recommendation from the January 15 meeting is essentially the same. SABA is not happy with that approach and will request a different outcome of the Council. Should Council elect not to consider staff's approach, staff would request direction from Council to determine how Council wish to proceed. Mr. Cassidy provided a PowerPoint Presentation of the Sign Code (*available on file in the Town Clerk's Office*).

The Sign Code deals with all types of signs in the Town. The remaining issue primarily deals with signage for new home subdivision as of this day. He explained, the Town currently has a Regulatory Wayfinding Program, as well as it is part of the problem for the Town, relating to bandit signs. Those are signs that are typically placed in around town on Fridays, and removed Sunday evening or Monday morning that advertises new home subdivisions. Sometimes those bandit signs are placed in front of regulatory signage.

Mr. Cassidy stated **Mr. Angell** counted 74 signs between I-10 interchange and Lon Adams at Tangerine Road. He explained how bandit signs were placed throughout that area. There are also bandit signs coupled with sign walkers advertising the various housing subdivisions. In the last meeting, homebuilders expressed acknowledgment that there are too many bandit signs, and would understand if the Town adopted some form of ordinance to regulate them. However, they believe the bandit signs are critical to their business. This is where the Town and the homebuilders are not in agreement with one another. The Town's position is to modify and modernize the Town's Wayfinding Program, the homebuilders can still get the type of exposure they need to build and sell homes. He provided an overview of the Wayfinding Program to Council referring to Resolution No. 2010-86 in the packet.

Mr. Cassidy explained Resolution No. 2010-86 did not adopt the sign as displayed, but rather indicating the Town's Engineer will create a detail; it was created in 2010. The resolution does not mandate the Town to use the same detail. The program works by putting these signs preceding major intersections, following major intersections and no closer than one mile intervals when there is no intersection. These signs can include the builders name, logo and is only allowed while the new home sales office is open on site. The Town provide three different options for Council consideration, as follows:

- Option 1 (recommended by staff as presented on January 15): Use and modify the existing regulatory wayfinding program. Under any of the options, staff will proceed with the wayfinding program. As with this option and all options, that Council allows off-site signage for new subdivisions where signs are placed on private property. To be placed only at major turning points. Under this option,

no directional signs will be permitted in the right-of-way. Only signs in the right-of-way for the new subdivision would be the regulatory wayfinding signs.

- Option 2 (presented to the Commission during the October 2018 meeting) has the same first two items as Option 1, the regulatory wayfinding program would still be available, and the off-site directional signs would be available. Under this approach, open houses and each new home subdivision, and those within five miles are permitted to have up to eight of signs. They would need to be placed during daylight hours and taken down before night fall. The premise was model homes were only open during business hours, unless there was an event extending outside of those hours.

At that meeting SABA representative, Ben Bulgier-Garcia claimed Option 2 was problematic for new home subdivisions to put up and take down signs each day. At which time, he requested another approach be taken. Commission Sherman stated perhaps the Town should consider some form of off-site signage as part of the subdivision sign package. The Subdivision Sign Package allows up to 500 square feet of signage onsite at a subdivision. The suggestion was to add a provision for offsite signage. The Town came to develop the off-site directional signage on private property.

- Option 3 (*presented at the November 2018 Commission Meeting*) directional signs were added permitting signage in the right-of-way, but no more than six square feet, be within a reasonable distance of a subdivision.

Mr. Cassidy explained with the signage that is directed to a particular development or builder, the Town wanted to combine all housing building development onto one sign. Under this approach, would remain in the right-of-way for the entire time the subdivision has a model home sales complex open. Once the model home complex close, the signage would be removed. At the November Commission Meeting, SABA sent their comments to the Town in response to this approach. In essence, the Town's approach is too complicated for developers to coordinate as they are competing builders to be placed onto one sign. Since it is six square feet of a sign, it will be problematic to have multiple signs on one structure in the right-of-way.

The Commission having heard this twice, advised the Town to work out this remaining issue; however, accepted the rest of the Sign Code. Town staff met to discuss this concern realizing that if the Regulatory Wayfinding Program was improved, the Town would coordinate the signage of the homebuilders as it is in the right-of-way. Staff brought this option before the Council during the January 15 Council Meeting. Staff still believes it is the best approach as it is the approach that is being recommended. However, if Council does not agree with

this approach, staff would welcome feedback from Council as staff would be willing to bring back a modified approach based on Council's feedback.

Public Hearing Comments

Shawn Cote thanked the Council for the delay on this item as it provided the homebuilders and staff an opportunity to meet on this issue. From an industry perspective, they found it to be a productive meeting that resulted in additional items – a third option. That option as presented to SABA is believed to be the best option for homebuilders to meet their needs, but also believes it is a win from the Town's perspective in terms of some of the concerns raised about clustering of signage. Developers view it as an opportunity to meet with the Planning Department to discuss the sign plan based on the unique needs of the builder in coordination with the Planning Director. He spoke of the example cited of having 74 bandit signs clustered, stating there are seven builders in that area of town. That equates to approximately 10 signs per builder which may or may not be too much. The industry believes that Option 3 is the best option that works best for them and their marketing needs.

Vice Mayor Post asked whether the Sign Code is being followed as it relates to the 74 signs that are in and around the subdivisions. He is interested in helping the homebuilders in the area. If the Town's current Sign Code is not currently being followed, it presents a problem. **Mr. Cote** responded stating he is not aware of whether current signs are following the Sign Code. **Vice Mayor Post** stated if the Planning Director indicates that the homebuilders are not following the Code as it states and the Town is not in a position to authorize a new permit, how the homebuilders respond. He asked whether the homebuilders would review this as the Town's unwillingness to support their business. **Mr. Cote** stated under Option 3, it would allow the homebuilders to come to the Town to submit its plan. It is his belief that the homebuilders do not intentionally set out to violate the Sign Code. **Vice Mayor Post** express the Town's intention to work with homebuilders, but would expect the Sign Code to be followed. **Mr. Cote** stated the intent of the SABA members is to follow the Town Code.

Ben Bulgier-Garcia on behalf of the Southern Arizona Home Builders Association, stated he has been involved with this conversation from the beginning. This is his third sign code update starting with Tucson, Sahuarita, and now Marana. Every national study will inform the reader that signage is the most cost-effective and tool for any business. He walked Council through the progress of discussions regarding the Sign Code with regards to the proposed Option 2 that was discussed at the October 2018 Commission Meeting. Their main issue with that option was the five (5) mile limit. With Marana, developers are having to move potential buyers from Interstate 10 to the project. Some builders feel as though five (5) miles is not sufficient to attract buyers. SABA did not attend the November meeting as they felt reasonable assured that some of the changes that staff made was something that [SABA] could live with. He

understand, that some changes were made subsequent to the November meeting which brings them back to this meeting. In general, SABA could have lived November recommendations with Option 2; however, some additional changes were made unilaterally with the materials that are presented this evening. Option 3 provides reasonable distance rather than the five (5) mile limit. The recommendation included within the packet as provided by staff brings forward authorizes the Planning Director to have some additional flexibility depending on the unique aspects of each homebuilder's project. They support Option 3 as there are no major changes to the proposed.

Brent Davis, DL Horton Builders, spoke in support of Option 3 as it is effective and provides the builders to get the signage out in the community to draw potential homebuyers. He stressed the importance of signage in relation to traffic over the last month for visitor traffic into their development. He thanked staff for their willingness to engage them in conversation on this issue. He commented on the 74 signs placed near the homebuilding communities stating it may be excessive in number; however, there are seven (7) active building sites along that area. From a builders' perspective, many of those signs placed belongs to DL Horton.

Steve Huffman stated when they began to speak with the Town regarding the Sign Code because of the Reid vs. Gilbert Supreme Court ruling, former Town Manager Gilbert Davidson was still with the Town. In reviewing the beginning of this process, we are all moving in the right direction from previously situated. He asked for Council consideration on one issue because they do not know how the Town will enforce the Code if approved. They do not wish to be in a position to try to interpret the Code to its members, nor will they encourage members to work outside the scope of the Code. In section 17-10-34 dealing with portable signage which largely impacts realtor's signs, there is a provision that has been discussed part G (He meant 17-10-34, H, not G): *No sign shall be placed within 20 feet of another sign authorized by this section.* He provided an example of sign placement and who would be considered first, second or third in the placement order of the signage. The other concern is for the Code Enforcement staff being able to identify who placed the signage on the roadway in an ordered manner. He understands the Town position to eliminate the clustering of signage, but seeks to better understand how the Town arrived at this decision to enforce the Code. He sees this as being a problem for its members in the future.

[7:50 PM] Mayor Honea closed the Public Hearing and deferred to Council for discussion on the item.

Council Member Bowen asked of Mr. Cassidy about the placement of Wayfinding Program signage within the Town. **Mr. Cassidy** explained the signage is placed at intersections and changes of directions. If there is none within one mile, then there would be one placed after a one mile stretch. **Council Member Bowen** confirmed of

the smaller wayfinding sign structure (30 in. maximum height) can only be placed at the one mile interval. **Mr. Cassidy** reaffirmed, as is provided within the Code language – currently at a one mile interval and at change of direction. **Council Member Bowen** continued, the signage begins at no more than five mile from the subdivision. **Mr. Cassidy** stated Mr. Bulgier-Garcia did correctly explained that some of the feedback the Town received for subdivisions during the October meeting. The manner in which the Town is spread-out, there could be situations where the logical starting point for directing people might be further than five (5) miles away. In response to those concerns, the Town took out those (five mile) limitations on Option 3 on the version that the Commission reviewed in November; instead, left it to the Planning Director as part of the subdivision signage package to determine that reasonable distance; though there is some flexibility under Option 3.

Council Member Bowen asked under the proposal for the smaller signs if max-out at eight (8) for a developer, and only one entry way for the subdivision, could the builder cluster the signs as they currently are or would they need to be spread out. He asked whether the builder would be required to put space between the signs. **Mr. Cassidy** responded stating that raises the question as presented by Mr. Huffman. The signs would have to be 20 feet apart, as they would fall under the open house sign rules. On Option 2, signs would also have to be at turning and changing locations.

Council Member Bowen stated he agrees with Mr. Davis as one mile is a long way to drive before coming upon a housing development. He expressed some concern regarding the enforcement of the signage, and whether the Town has a sufficient number of employees to handle it. **Mr. Cassidy** stated the bandit signs are, as raised by Vice Mayor Post, all illegal. The Town does not have any provisions within the Code to address bandit signs. Option 2 would permit those types of signs (open house style) to be placed within the community. Option 3 is the type of signage that would remain in the right-of-way for the entire time that the model home complex is open. The Option 3 sign would be a permanent sign fixture.

Council Member Ziegler stated if the Town truly wished to be in compliance, Council would go for Option 1 as there is no flexibility with that option. There would not be any bandit signs, the static Wayfinding Sign would contain those signs, and the Town has not been policing those signs as there is only one Code Enforcement employee. In order to police this without taxing the Town is to select Option 1. Although not advocating for the option, she is just stating the obvious. She does not necessary agree with Mr. Davis, as a person interested in buying a home could locate the signage if it is along a one mile stretch of roadway without changing directions or turning. She would agree with having a wayfinding sign one-half mile away from the subdivision development. Those would be more visually appealing than the bandit signs. It is more acceptable to have those types of signs during an election cycle as candidates want to get exposure as well as votes. She does not agree with Option 3 as it presents more of a

challenge to the Town police and enforce the Code. She asked Council to give more thought to this selection.

Council Member Officer asked why the need to have two of the same signs side-by-side. **Mr. Davis** stated homebuilders are trying to catch a potential buyer's attention much in the same respect as a council candidate. Under Option 3, developers would have to schedule a meeting with the Planning Director to present its signage plan that would have to be approved by the department. It would be an opportunity for staff to limit the number of signage that are placed in or near the subdivision. **Mr. Huffman** provided examples of having an open house, and how Option 1 may impact potential sellers in selling their homes.

Council Member Ziegler stated the bandit signs that are in the community only contains the builder name, not CFD's or other information as they are directional signage. She is in favor of the wayfinding signs, not the bandit signs; however, she is willing to negotiate a reasonable amount of signs to market and promote the subdivision. She questioned the section of the Code from which Mr. Huffman quoted asking whether it is from the Town's Code. **Mr. Cassidy** replied stating it is from the proposed Code. **Council Member Ziegler** asked how the Town would be able to enforce the code as being presented. If the Town is not going to enforce [it] then take it out of the Code.

Council Member Comerford expressed her frustration with staff and the process of coming to an agreement with the options presented in this section of the Code. She does not agree with Council member Ziegler that the signs are directional in nature. In her view, they are marketing and advertising signage. She does not understand why there is difficulty in establishing a Sign Code that presents challenges to enforce as it has been in violation. This is before the Council due to the Courts decision, to be fair to everyone. Everyone needs to work together to develop that section of the Code that is agreeable and fair to the Town, staff and developers.

Council Member Bowen asked whether all three options are within the confine of the law. **Mr. Cassidy** stated the Town believes all three options presented are defensible. The difficulty with this topic relates to the Reid Case, which did complicate signs. It is more defensible to prohibit all signs from the right-of-way. State law prohibits us from removing political signage from the right-of-way. We are preempted from doing that; however, under our Sign Code, it is silent as state law preempts the Town from removing political signs during election cycles. The most constitutionally way to handle this is not permit any signage in the right-of-way. However as a practical matter, people will have difficulty in selling homes with that approach. The Town recognizes that, and wish to have some flexibility with the open house signs. Once the Town open the door to that approach, it does create the potential for challenges. This is where staff is coming from to minimize any potential challenges by reducing exposure.

Council Member Bowen commented on the issue of the 20 feet placement of signs stating it is related but not the issue before the Council. All of the options are defensible, some are less than others and can defend the Town if challenged.

Vice Mayor Post stated Gladden Farms community is approaching 20 years since initially being developed. He drove by the community today and counted a number of signs there. For persons purchasing a home valued at \$200,000 or more having to view a number of signs clustered within the community each day, would be difficult for any homebuyer or owner to put up with for the next 30-40 years. There has to be some form of (whether by the Town or builder) compromise in order to attract persons to live in these communities. The signs are there all of the time! He prefers Option 3 as it allows the Town Planning Director to approve the Sign Plans submitted by developers.

Council Member Ziegler stated she supports Option 3; however, asked for clarification on enforcement by the Town. **Mr. Cassidy** stated Option 3 permits signs to be there as part of the Sign Code and is approved at the time the subdivision is open. **Council Member Ziegler** asked for clarification on the number of days signs can remain. **Mr. Cassidy** replied for the length of the time that the model complex is open to the public. If a developer chooses to place temporary signage in the permitted right-of-way and take it down during the week, they could do that.

Mayor Honea asked for a roll call of the votes on this item, and directed the Clerk to call the roll.

Vice Mayor Post motioned to approve Option No. 3 of Ordinance No. 2019.004, and Resolution No. 2019-005, and Council Member Bowen seconded the motion. Mayor Honea called for a roll call vote.

Council Member Bowen - Yes

Council Member Comerford - Yes

Council Member Kai - No

Council Member Officer - Yes

Council Member Ziegler - Yes

Vice Mayor Post- Yes

Mayor Honea - Yes

The motion passed, 6-1.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Relating to Budget; discussion, direction and possible action regarding development of the fiscal year 2019-2020 budget, including proposed budget initiatives and expenditures (Jamsheed Mehta)

Mr. Mehta provided a brief overview stating Council requested to have an item placed on the agenda to provide them with the opportunity to provide comments related to the budget. If Council has any ideas or suggestions for budget items, it should not be limited to the budget session meeting. This item will remain on the agenda through the budget cycle and Town staff will be happy to do any research needed and will share the information with Council at a future meeting.

Council Member Ziegler asked whether Tuition Reimbursement for employees could be restored to the budget as it had been removed some time ago. She asked whether staff could look into restoring the benefit to employees, and follow-up with Council on the findings. **Mr. Mehta** stated staff will look into this request and report back to the Council at a future meeting. **Council Member Ziegler** stated some years ago the Town were members with G-Tech, formerly Trio and now Sun Corridor. At the time they were G-Tech, Marana was small in nature and did not pay the full cost to become a member. She provided a historical account for the time that Marana was a member with this organization. In or 2007, Council motioned to not renew the agreement with G-Tech at that time as it was not cost effective for the Town. She asked whether the Council would be interested in having a Study Session Meeting to have some discussion on whether it would be to the Town's advantage to rejoin Sun Corridor in an effort to spur economic growth.

Mayor Honea stated several council members have spoken with him as well as Mr. Mehta about restoring the Town's membership in some form. He is not sure whether a Study Session is needed – all is needed is for staff to do some research in terms of cost, benefit and input of the Town. He does agree with that the Town should consider revisiting the membership with Sun Corridor.

Council Member Bowen stated he appreciates **Council Member Ziegler** bringing forward this recommendation. He mentioned two items pension funding as the Town continues to work toward chipping at it to ensure the Town remains solid financial ground. Increasing roads and infrastructure and planning for the future of this community to ensure that we continue to maintain the type of roadways that Marana is accustomed to having. Marana has a longstanding history of doing roads, public safety and recreation well. He wish to continue that longstanding tradition.

Mr. Mehta, PSPRS requirement for this body to approve a PSPRS Policy is a state requirement on the Town. He stated, Council should expect to have a study session in the near future as the Town has to have a policy in place by the end of the fiscal year. Regarding infrastructure, or management of infrastructure, that is essential to the Town as it was previously discussed in the last budget cycle. The streets and roads this year, for the first time in several years, the Town is revisiting the issue by completing an evaluation of every street or pavement within the Town limits. From this, the Town would have a full assessment of the conditions of the roadway.

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

Mr. Mehta stated Tony Hunter, Assistant to the City Manager, has prepared a list of some of the pertinent legislative bills that are before the Legislature. Approximately four thousand (4,000) bills that have been submitted to date. The deadline for the Senate to review the bills have past; however, the House has until February 11 to review and make recommendations. He discussed the Drought Contingency Plan that has been submitted by the Town, and approved by the Governor. It is relevant to Marana as plan imputes the removal of a sunset on effluent credits. The current statute had it set at 2025 which would have been a sunset of all credits Marana receives from the effluent. This agreement removes the sunset clause which is very favorable for Marana. In the end, Marana continues to receive long-range storage credits for the recharge of the effluent.

The Governor vetoed the tax conformity to the tax code that entailed the changes that were made by the House, which the Governor then vetoed due in part to the drop in revenue the state receives. There is a wayfinding and digital goods item that requires additional discussion and clarification. At issue, is the definition of software as a service. Staff is currently monitoring the bills being presented such as the HB2109 County Transportation Excise Tax. It is a proposal by Pima County, presented by Representative Shope of Pinal County, adding an additional ½ cent to the existing authorization that MPO or RTA's that the state has. It increase the capacity of the county-wide tax to ½ cent to a full cent, and does not make changes to the work in process as the last session bill had made. Senate Bill 1001, Highway Safety Fee, the attempt to repeal the \$32 fee. We will learn more on this as this bill progresses. Lastly HB2201 Partisan Offices, a repeat of the bill from the last session would require all candidates for local elections to display political party affiliation.

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.

Mayor Honea asked for a motion to go into Executive Session.

Vice Mayor Post motioned to go into Executive Session pursuant to A.R.S. § 38-431.03(A)(7). Council Member Kai seconded the motion. Motion passed unanimously: 7-0.

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)(7) to consider its position and instruct the Town's representatives regarding negotiations for the possible sale of Town-owned land to Northwest Fire District.

Mayor Honea asked for a motion based on the language offered by Town Attorney, Frank Cassidy.

Vice Mayor Post motioned directing staff pursuant to the discussion in Executive Session to sell a parcel of property to Northwest Fire District for \$125,000 under the terms discussed with Council by the Town Manager, Council Member Kai seconded the motion. The motion passed unanimously, 7-0.

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: *Mayor Honea motioned to adjourn at 9:00 p.m., with a second provided by Council Member Bowen. The motion passed unanimously, 7-0.*

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on February 5, 2019. I further certify that a quorum was present.

Cherry L. Lawson, Town Clerk



MARANA TOWN COUNCIL
SPECIAL COUNCIL MEETING - COUNCIL CONNECTIONS
NOTICE AND AGENDA
Ora Mae Harn District Park
13250 N. Lon Adams, Marana, Arizona 85653
Saturday, February 9, 2019, at or after 1:00 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

WELCOME

Vice Mayor Post called the meeting to order at 1:16 PM.

ROLL CALL:

Council Member and Staff Introductions

Roll Call: **Mayor Honea** (Absent); **Vice Mayor Post**; **Council Member Bowen**, (Absent) **Council member Comerford**; **Council Member Kai**, (Absent); **Council Member Officer**, and **Council Member Ziegler**.

Staff Present: Jamsheed Mehta, Town Manager; Frank Cassidy, Town Attorney; Cherry Lawson, Town Clerk; Terry Rozema, Police Chief; Jason Angell, Development Services Director; Keith Brann, Town Engineer; Lisa Shafer, Community & Neighborhood Services Director; Jim Conroy, Parks & Recreation Director; John Kmiec, Water Director; Hilary Hiser, Deputy Town Clerk; Fausto Burruel, Assistant Public Works Director; Vic Hathaway, Communications Manager, and other Town employees were present.

DISCUSSION

1. Meet and mingle with members of the public in attendance to discuss various issues related to the Town of Marana.

Council Members Comerford and Ziegler spoke to residents and non-residents on the following topics: future prospects of bringing a grocery store to the Gladden Farms area; Animal Services and the success of the Vaccination Clinic.

Jan, Marana resident, spoke regarding the possibility of the Court having a Victims Advocate to provide support services to victims.

Vice Mayor Post and Council Member Comerford spoke with CW Hall, USN Retired Commander regarding having temporary housing opportunities for veterans who are of low income or at risk of becoming homeless.

Council Member Officer spoke with residents concerning to the intergovernmental agreement related to roadwork associated with state interchanges, The Villages of Tortolita, Twin Peaks interchange as well as the development agreement to fund the construction of a roadway connecting the Villages, San Lucas, and the Adonis developments to Tangerine Farms on the east side of I-10. He also spoke to residents speaking to their concerns regarding improvements to Lon Adams roadway. Residents complimented the Town on the new Police facility.

ADJOURNMENT

Meeting adjourned at approximately 2:50 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on February 9, 2019. I further certify **that** a quorum was present.

Cherry L. Lawson, Town Clerk



Council-Regular Meeting

D1

Meeting Date: 02/19/2019

To: Mayor and Council

Submitted For: Jim Conroy, Parks & Recreation Director

From: Frank Cassidy, Town Attorney

Date: February 19, 2019

Strategic Plan Focus Area:
Recreation

Strategic Plan Focus Area Additional Info:

Principle Statement 1: We will promote healthy and active lifestyles through dynamic programming, community partnerships, and high-quality recreational amenities for Marana residents and visitors.

Strategy 4: Continue creating path, greenway and trail linkage to parks, recreation facilities, schools, commercial development and other public infrastructure

Subject: Relating to Parks & Recreation: Discussion of the history and deal points associated with the acquisition of the CalPortland segment of the Santa Cruz River Shared Use Path (Jim Conroy)

Discussion:

The 120-mile system of interconnected shared use paths throughout Pima County includes the Santa Cruz River Shared Use Path through Marana. The westernmost segment runs from Sanders Road to just east of Gladden Farms Community Park, which will soon connect to a segment currently under construction that will end at the Beard House, about 2.5 miles east of Gladden Farms Community Park. Between the Beard House and Avra Valley Road, the Santa Cruz River Shared Use Path has a gap of about 1.8 miles before picking up again with the recently-completed segment located between Avra Valley Road and El Rio Neighborhood Park. From there, the Santa Cruz River Shared Use Path connects eastward to the rest of the Loop.

CalPortland owns most of the land between the Beard House and Avra Valley Road. For the past few years, Town staff has engaged CalPortland representatives in discussions about acquiring land for the Santa Cruz River Shared Use Path through the CalPortland property.

From the beginning, CalPortland representatives have emphasized that any discussion of constructing the Santa Cruz River Shared Use Path through the CalPortland property and across CalPortland's haul road and conveyor belt would need to include a broad indemnity provision and robust safety and security elements.

Town legal staff's research has concluded that the Town is legally authorized to give CalPortland a broad indemnity as part of an acquisition agreement, if Council is willing to do so. Town staff believes this acquisition merits the granting of a broad indemnity to CalPortland, considering that connecting the Loop will bring the public to an area where CalPortland's mining equipment operates.

CalPortland will not willingly sell land for the Santa Cruz River Shared Use Path unless its construction includes substantial features to separate and protect the public from CalPortland's facilities. To that end, Town staff is proposing to construct eight-foot high walls topped with razor wire in key locations, to assure that the public remains on the path.

Town staff is seeking advance Council feedback and discussion of this proposed acquisition because its indemnity and construction elements exceed the deal points of a typical Town right-of-way acquisition. A presentation with an overview of the project and mock-ups of its proposed construction elements is provided as backup for this agenda item.

Financial Impact:

Fiscal Year: 2021
Budgeted Y
Y/N:
Amount: \$1,500,000

The Town has not yet commissioned an appraisal of the property rights to be acquired from CalPortland. The anticipated cost to construct the CalPortland segment of the Loop totals \$2,000,000. The Town has \$150,000 budgeted for design in FY 2020, and \$1,500,000 identified in the 2021 CIP Budget. Pima County Flood Control District representatives have expressed a willingness to contribute funds toward the project, in recognition of the SUP's ability to be used by the District for access and maintenance purposes. District representatives have expressed a willingness to recommend a District contribution of \$500,000 toward the project.

Staff Recommendation:

Staff requests Council feedback on the CalPortland acquisition deal points, in advance of bringing forward a formal acquisition agreement.

Suggested Motion:

Council's pleasure.

Attachments

CalPortland SUP PPT

PSOMAS

Alternatives Analysis The Loop at CalPortland

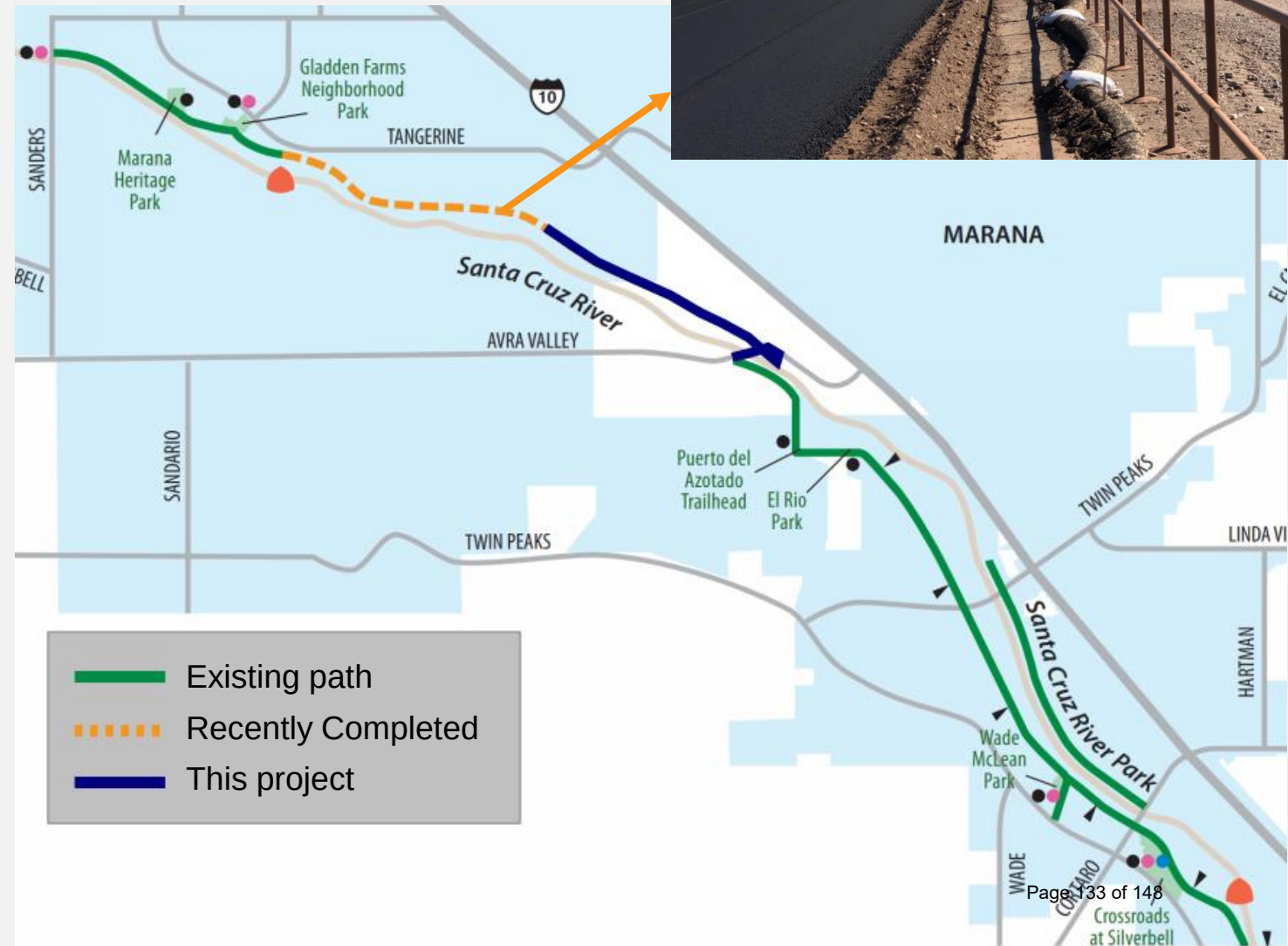
February 19, 2019



- Project Context
- Key Issues
 - Crossing Avra Valley Rd
 - Grade Separation from Haul Road & Conveyor
 - Site Security
 - Cost
- Next Steps
- Questions

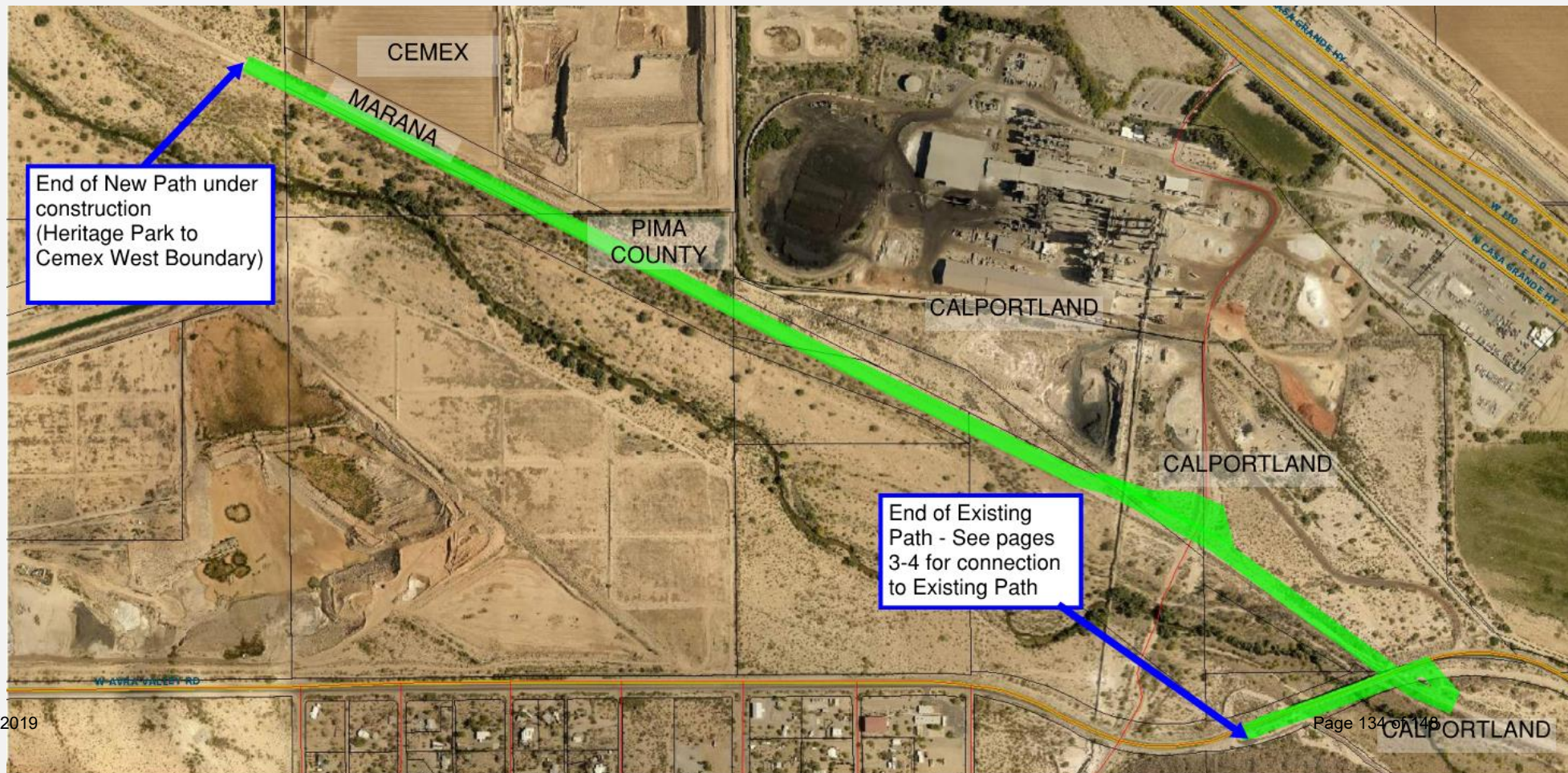
PROJECT CONTEXT

- Part of the Loop
- Project to the NW Completed earlier this month
- Only missing segment to complete 31 miles on Santa Cruz River (Sanders to Valencia)
- Connects NW Marana and Continental Ranch



PROJECT CONTEXT

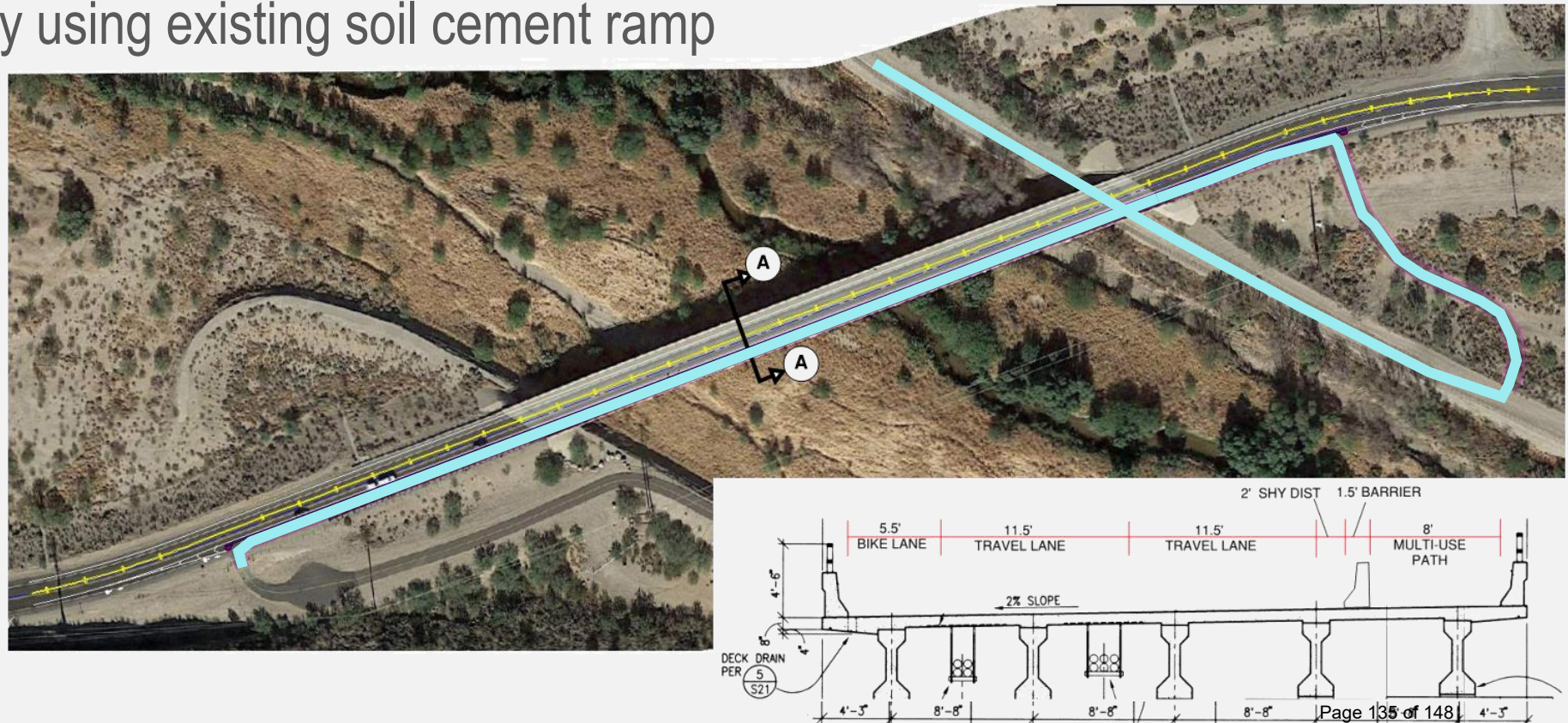
- Cemex to Avra Valley Rd
- Length – 1.8 mi
- Previous efforts have been unsuccessful



KEY ISSUES

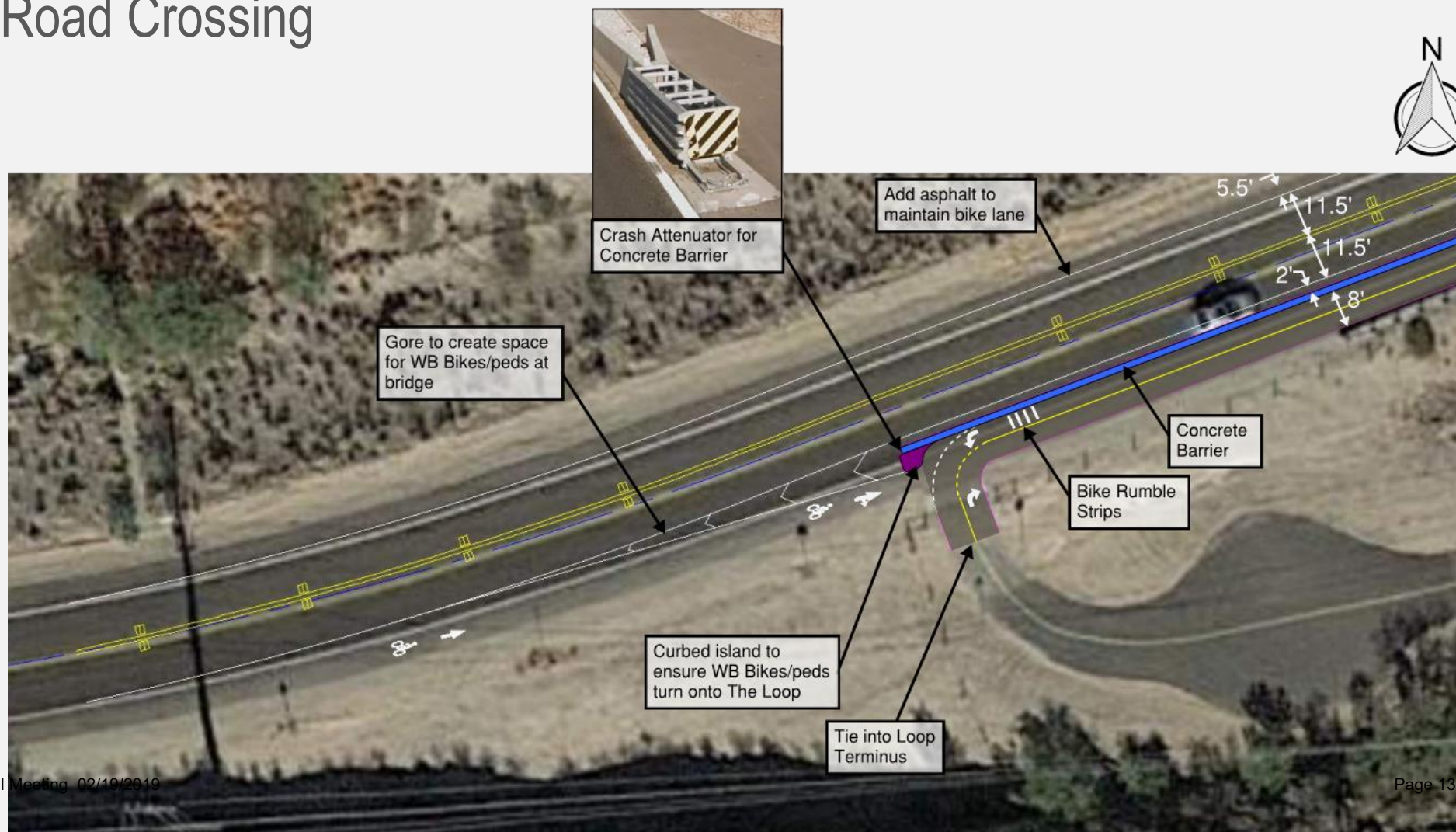
Avra Valley Road Crossing

- Reconfigure existing bridge to cross on south side of the road
- Cross under Avra Valley using existing soil cement ramp
- PCDOT Bridge - Approved by Pima County DOT director 07/18



KEY ISSUES

- Avra Valley Road Crossing



Transition from
Existing Path

KEY ISSUES

Grade Separation from Haul Road & Conveyor

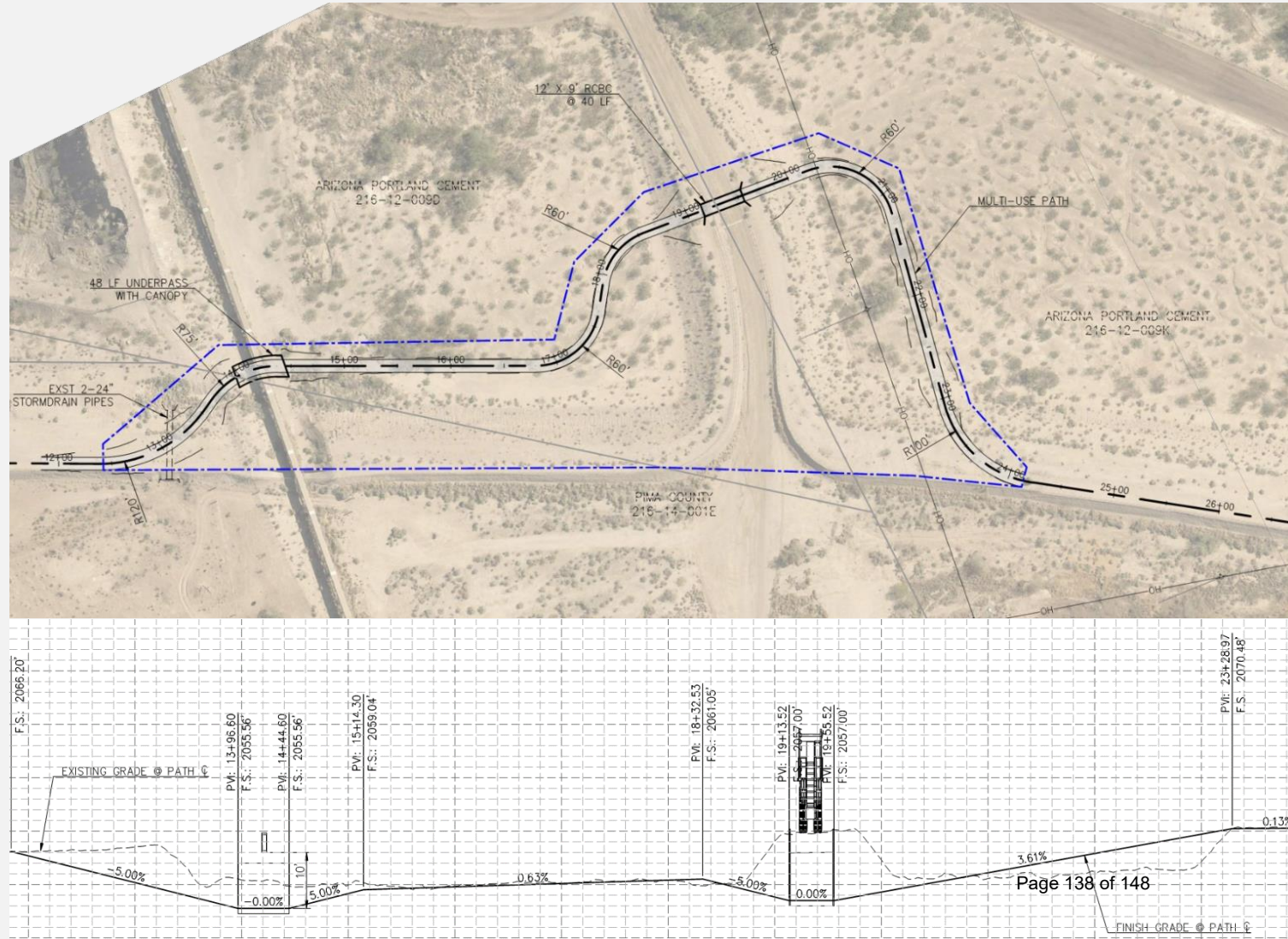
- Preferred Alternative:
 - Underpass at haul road
 - Underpass at conveyor



KEY ISSUES

Grade Separation from Haul Road & Conveyor

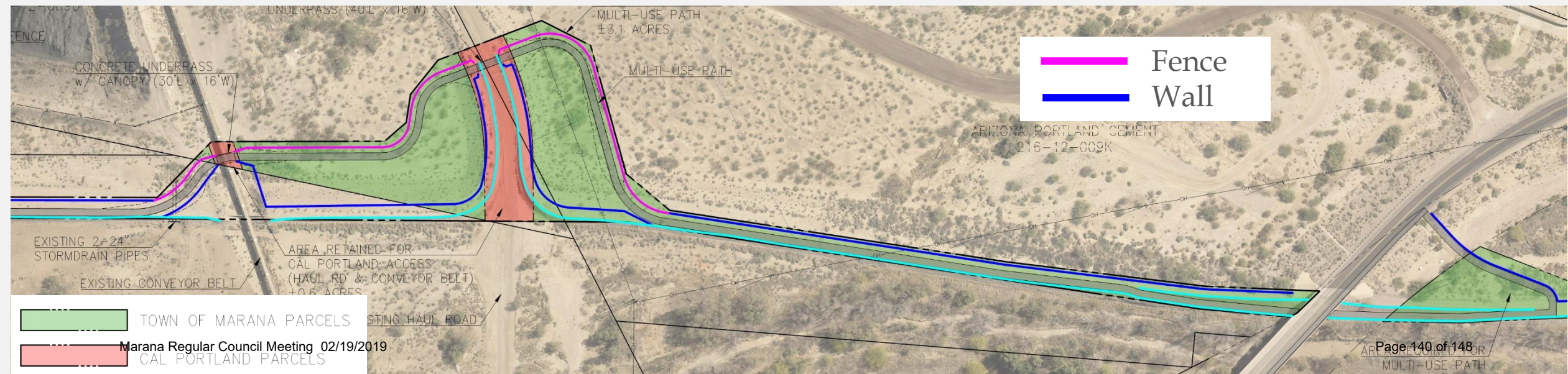
- Least utility impacts
- Least acquisition from CP
- Limits visibility of CP plant
- Able to drain underpasses without pumps
- Preferred by Cal Portland



- Site Security
 - Liability concerns
 - Indemnification requested
 - Marana to acquire property in fee except at haul road, conveyor (CP to retain ownership, Marana to purchase easement)
 - Minimize visibility of plant
 - Initial request – wall for 1.2 mile frontage
 - Agreement – 1 mile fence, 0.2 mile wall
- Access to conveyor and path closures when needed for maintenance

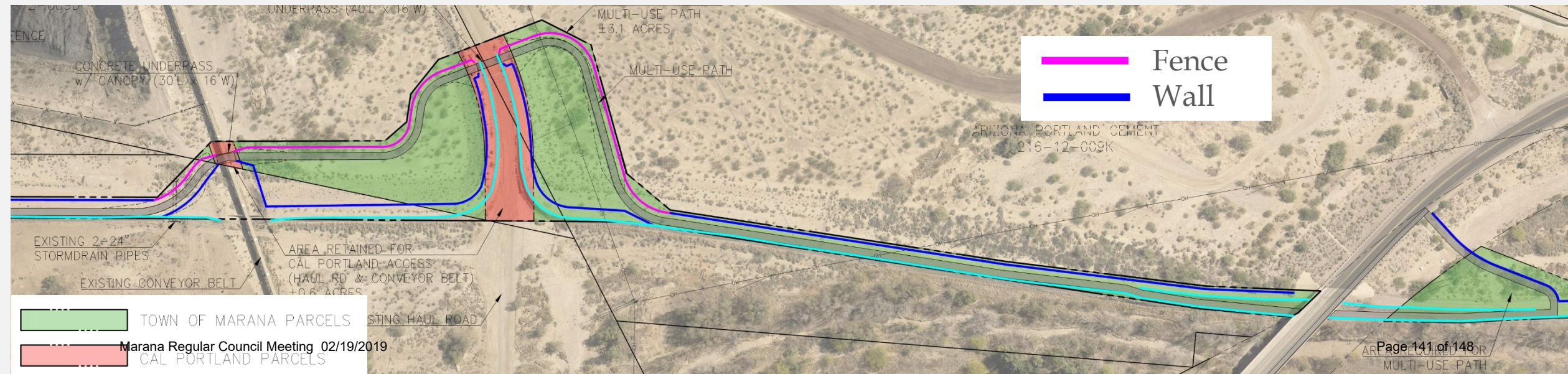
KEY ISSUES

- Site Security
 - 8-ft fence with slats and razor wire
 - 8-ft wall with razor wire



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 - 8-ft fence with slats and razor wire
 - 8-ft wall with razor wire



KEY ISSUES

- Construction Cost

- Fencing and Walls ~\$500,000
- Underpasses, Path, Avra Valley Bridge ~\$1,200,000
- Contingency ~\$300,000
- Construction Cost ~\$2,000,000

- Design

- Land acquisition

NEXT STEPS / QUESTIONS

KEY ISSUES

- Grade Separation from Haul Road & Conveyor
- Alternative A
 - Bridge over haul road
 - Bridge over conveyor



KEY ISSUES

- Grade Separation from Haul Road & Conveyor
- Alternative B
 - Bridge over haul road
 - Underpass at conveyor

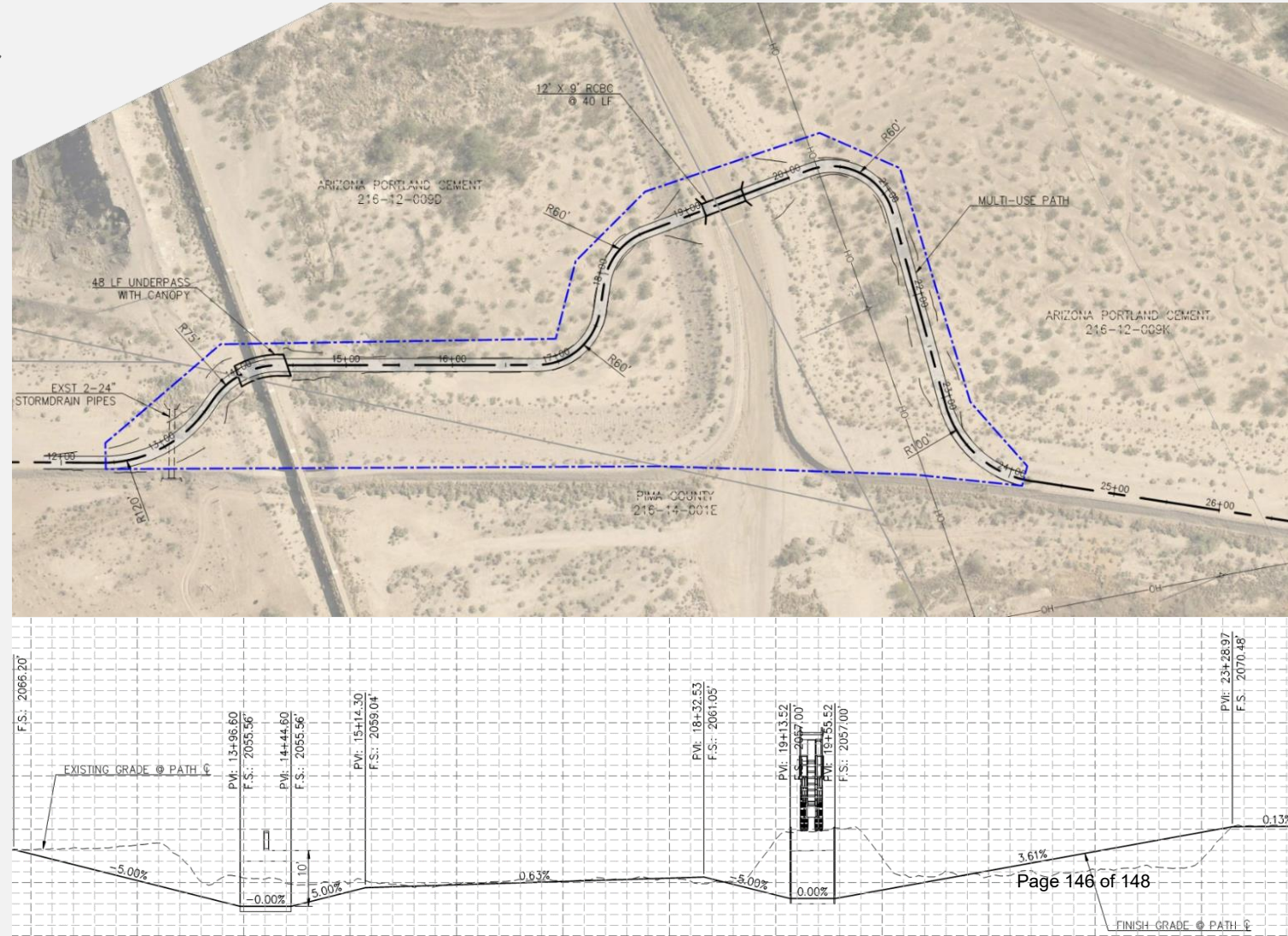


KEY ISSUES

Grade Separation from Haul Road & Conveyor

Alternative	A Bridge/ Bridge	B Bridge/ Underpass	C Underpass/ Underpass
Utility Impacts	High	High	Low
Acquisition from CP	~4.5 Ac	~4.6 Ac	~3.4 Ac
Drainage	Gravity	Gravity	Gravity
Visibility of CP Plant	High	Medium	Low
CP Preference			Preferred

Marana Regular Council Meeting 02/19/2019





Council-Regular Meeting

D2

Meeting Date: 02/19/2019

To: Mayor and Council

From: Erik Montague, Deputy Town Manager

Date: February 19, 2019

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:

PRINCIPLE STATEMENT 1: We will maintain and enhance our reputation as a safe and well-planned community.

Subject: Relating to Development; presentation, discussion and direction regarding proposed amendments to the Town's Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts (Erik Montague)

Discussion:

This item carries forward discussions in September 2017, June 2018 and January 2019, where staff presented information on proposed changes to the Community Facilities District (CFD) policy required by SB1480 revisions; community facilities districts and other optional changes.

At the most recent study session in January 2019, Council directed staff to bring back additional options regarding debt financing and the resulting repayment obligations placed on homeowners within CFD communities. The purpose of this evening's presentation is to discuss those options and for Council to provide staff direction on preferred options. Direction received this evening will be incorporated into amendments to the Town's Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts which will be brought back to Council for consideration at a future date.

The full presentation will be handed out the evening of the study session.

Financial Impact:

Presentation and discussion only.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

Council's pleasure.

Attachments

No file(s) attached.
