



MARANA TOWN COUNCIL  
REGULAR COUNCIL MEETING  
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653  
Council Chambers, March 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

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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 March 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](http://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](http://www.maranaaz.gov) under Agendas and Minutes.

## **REGULAR COUNCIL MEETING**

### **CALL TO ORDER AND ROLL CALL**

### **PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE**

### **APPROVAL OF AGENDA**

### **CALL TO THE PUBLIC**

At this time any member of the public is allowed to address the Town Council on any issue within the jurisdiction of the Town Council, except for items scheduled for a Public Hearing at this meeting. The speaker may have up to three minutes to speak. Any persons wishing to address the Council must complete a speaker card located outside the Council Chambers and deliver it to the Town Clerk prior to the commencement of the meeting. Individuals addressing a meeting at the Call to the Public will not be provided with electronic technology capabilities beyond the existing voice amplification and recording capabilities in the facilities. Pursuant to the Arizona Open Meeting Law, at the conclusion of Call to the Public, individual members of the Council may respond to criticism made by those who have addressed the Council, and may ask staff to review the matter, or may ask that the matter be placed on a future agenda.

### **PROCLAMATIONS**

P1 Proclaiming March 12, 2019 as Girl Scouts Day (Cherry L. Lawson)

## MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

### MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

#### PRESENTATIONS

##### CONSENT AGENDA

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

- C1 Resolution No. 2019-021: Relating to Development; approving a final plat for Lazy K Bar Ranch, Lots 1 through 178, Common Areas "A-1" and "A-2", "B-1" and "B-2", and "C" located at the west terminus of Pima Farms Road west of the Scenic Drive alignment (Brian D. Varney)
- C2 Relating to Budget; approving an increase of \$150,000 in the project budget for design of the Lon Adams Rd. Reconstruction Project (ST068); authorizing the transfer of appropriations for the increase in project budget; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the increase in project budget (Keith Brann)
- C4 Resolution No. 2019-022: Relating to Police Department; approving and authorizing the Town Manager to execute two Subrecipient Agreements with the Arizona Department of Homeland Security for purposes of receiving funds under the 2018 Operation Stonegarden Grant Program (Starla Anderson)
- C5 Approve March 12, 2019 Study Session Meeting Minutes and March 5, 2019 Regular Council Meeting Minutes (Cherry L. Lawson)

#### LIQUOR LICENSES

#### BOARDS, COMMISSIONS AND COMMITTEES

#### COUNCIL ACTION

- A1 PUBLIC HEARING: Ordinance No. 2019.006: Relating to Development; approving a rezoning of approximately 5.47 acres of land located north of Cortaro Farms Road and west of Cerius Stravenue from R-8 Single-Family Residential and Light Industrial (LI) to Village Commercial (VC) (Brian D. Varney)

- A2 Resolution No. 2019-023: Relating to development; approving a final plat for Cortaro Ranch Phase II, Lots 1 through 6 and Common Areas "A" and "B" located north of Cortaro Farms Road and west of Cerius Stravenue (Brian D. Varney)
- A3 Resolution No. 2019-024: Relating to development; approving a development plan for Cortaro Ranch Phase II, a commercial development located north of Cortaro Farms Road and west of Cerius Stravenue (Brian D. Varney)
- A4 Resolution No. 2019-025: Relating to Marana Regional Airport; authorizing the Airport Director to submit an application for entry into the Federal Contract Tower Program at Marana Regional Airport (Steve Miller)
- A5 Ordinance No. 2019.007: Relating to Finance; amending the Town of Marana Comprehensive Fee Schedule to eliminate certain vehicle storage fees and to clarify an administrative fee related to the release of impounded vehicles; waiving vehicle storage fees retroactively for vehicles currently impounded on Town property; and declaring an emergency (Jane Fairall)
- A6 Ordinance No. 2019.008: Relating to Traffic and Highways; amending Marana Town Code Title 12 (Traffic and Highways), Chapter 12-5 (Impoundment of vehicles); revising section 12-5-3 (Return of impounded vehicle); and declaring an emergency (Jane Fairall)

## ITEMS FOR DISCUSSION / POSSIBLE ACTION

- D1 Presentation: Relating to Finance; presentation, discussion and possible direction on proposed changes to the Town of Marana comprehensive fee schedule and other various rate and fee adjustments (Yiannis Kalaitzidis)
- 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)

## 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), Council may ask for discussion or consideration, or consultation with designated Town representatives, or consultation for legal advice with the Town Attorney, concerning any matter listed on this agenda for any of the reasons listed in A.R.S. §38-431.03 (A).

## **FUTURE AGENDA ITEMS**

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

## **ADJOURNMENT**



**Council-Regular Meeting**

**P1**

**Meeting Date:** 03/19/2019

**From:** Cherry L. Lawson, Town Clerk

**Date:** March 19, 2019

**Subject:** Proclaiming March 12, 2019 as Girl Scouts Day (Cherry L. Lawson)

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**Attachments**

Girl Scouts Day Proclamation

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## PROCLAMATION

### The importance of the All-Girl Space Offered by Girl Scouts

**WHEREAS**, the year 2019 marks the 107th anniversary of Girl Scouts of the USA, the largest and most successful leadership program for girls in the world; and

**WHEREAS**, Girl Scouts unleashes the G.I.R.L. (Go-getter, Innovator, Risk-taker, Leader)™ in every girl, preparing her for a lifetime of leadership; and combines time-tested, research-backed methods with exciting, modern programming that speaks to today's girls and is designed to cater to the strengths of girls' leadership development; and

**WHEREAS**, Girl Scouts offers girls 21st century programming in Science, Technology, Engineering, and Math (STEM); the outdoors; entrepreneurship; and beyond, helping girls develop invaluable life skills and take the lead early and often; and

**WHEREAS**, as the world's premier leadership development organization for girls, Girl Scouts welcomes girls of all backgrounds and interests who want to develop the courage, confidence, and character to make the world a better place; and research shows that girls learn best in an all-girl, girl-led environment in which their specific needs are addressed and met; and

**WHEREAS**, the Girl Scout Gold Award, the highest and most prestigious award in Girl Scouting, calls on Girl Scouts in grades 9 to 12 to take on projects that have a measurable and sustainable impact on a community by first assessing a need, designing a solution, completing a project, and inspiring others to sustain it; and

**WHEREAS**, with more than 100 years of experience, Girl Scouts brings a wealth of knowledge to programs that deliver girls cornerstone experiences with benefits that last a lifetime; and today, more than 50 million women are Girl Scout alums, and 2.6 million girls and adults are current members.

**NOW, THEREFORE, be it resolved**, the Mayor and Council of the Town of Marana, do hereby applaud the Girl Scout Movement and Girl Scouts of Southern Arizona for providing girls with a safe, inclusive, all-girl space where they can hone their skills and develop leadership abilities, and March 12<sup>th</sup> was recognize as,

### “Girl Scouts Day”

Dated this 19<sup>th</sup> day of March, 2019

ATTEST:

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Cherry L. Lawson, Town Clerk

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Ed Honea, Mayor



## **Council-Regular Meeting**

**C1**

**Meeting Date:** 03/19/2019

**To:** Mayor and Council

**From:** Brian Varney, Senior Planner

**Date:** March 19, 2019

**Strategic Plan Focus Area:**

Not Applicable

**Subject:** Resolution No. 2019-021: Relating to Development; approving a final plat for Lazy K Bar Ranch, Lots 1 through 178, Common Areas "A-1" and "A-2", "B-1" and "B-2", and "C" located at the west terminus of Pima Farms Road west of the Scenic Drive alignment (Brian D. Varney)

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### **Discussion:**

#### **Request**

The WLB Group, Inc., representing property owners LKB Ranch, LLC, LKB Hotel LLC, and LKB Retained Land LLC, and the prospective developer, The Pulte Group, Inc., is requesting approval of a final plat for the Lazy K Bar Ranch. The proposed plat includes 178 residential lots and common areas "A-1" and "A-2", "B-1" and "B-2", and "C" on 138 acres located at the west terminus of Pima Farms Road west of the Scenic Drive Alignment.

#### **Zoning**

The Town Council adopted Marana Ordinance 2017.013 on May 16, 2017 approving the Lazy K Bar Ranch Specific Plan, approving a minor amendment to the General Plan, and approving the Lazy K Bar Ranch Development Agreement. The Specific Plan establishes the zoning of approximately 103 acres of the 138-acre subdivision as 'F' (Specific Plan), and the remaining 35 acres is zoned 'RR' (Resort and Recreation).

#### **Land Use**

The final plat proposes Lots 1 through 178 and Common Area "A-1" and "A-2" (private streets), Common Area "B-1" and "B-2" (natural open space, pedestrian, drainage, landscape, public sewer, and utilities), and Common Area "C" (active open space). The proposed density of the subdivision is 1.28 residences per acre. The minimum lot size proposed is 6,000 square feet, the maximum is 17,008 square feet, and the average is 8,511 square feet. The building height is proposed to be limited to one-story or 25 feet;

however, the building height for individual lots or particular models may be increased to a maximum of 30 feet, subject to review and approval by the Development Services Director. The subdivision will be developed in two phases with Lots 1 through 86 as Phase I and Lots 87 through 178 as Phase II.

### **Access and Traffic Circulation**

The primary access to the subdivision will be provided via Scenic Drive at the intersection with Pima Farms Road. The secondary access, located just south of the north boundary of the subdivision, will be designed for egress only with an exception for emergency service vehicles which will have full access. The subdivision will be gated with 1.6 miles of new private streets and 0.2 miles of new public streets.

Pursuant to the Lazy K Bar Ranch Development Agreement, Scenic Drive will be improved by the developer from Pima Farms Road, north to a point approximately 400 feet south of Silverbell Road. Right-of-way, at a width of 60 feet, will be dedicated to the Town by the final plat. The roadway will be fully designed, funded, and constructed in accordance with the Development Agreement. The Development Agreement also requires that improvements to Pima Farms Road are completed from Scenic Drive to its intersection with Moonfire Drive.

Two design exception requests pertaining to interior roadway design have been approved by the Town Engineer and Northwest Fire as follows:

1. A request to allow a single point of access for Lots 133 through 178 with the condition that all homes constructed on these lots are equipped with fire sprinklers.
2. A modification to the Town's standard street section, as well as the location of a small number of short, sections of the sidewalk.

### **Recreation**

The development's recreation component includes 3.17 acres devoted to a neighborhood park / recreation area and a public trail extending from the east property boundary to approximately 300 feet from the west property boundary. The park / recreation area will be constructed at a minimum size of 1.5 acres and will include; paved parking, a Ramada, seating areas with benches, a playground for children, and a large artificial turf area. An easement for the public trail is also dedicated to the Town by the final plat.

### **Preservation of Historic Structures**

Pursuant to the Specific Plan and Development Agreement, the developer will be preserving the original stone ranch house, the patio area southwest of the ranch house, and what has been referred to as the "pavilion terrace / event lawn" southwest of the ranch house. These historic features will be incorporated into the recreation area.

### **Utilities**

The subdivision will be served by Marana Water, Pima County wastewater, Tucson Electric Power and Southwest Gas.

### **Financial Impact**

The Lazy K Bar Ranch Development Agreement obligates the Town to reimburse the developer for 40% of the cost to construct the Scenic Drive improvements and 100% of

the cost to construct the Pima Farms Road improvements as described in the Agreement. Although the actual public improvement costs for Scenic Drive and Pima Farms Road are not known at this time, the Town estimates the cost of the Scenic Drive and Pima Farms Road improvements to be approximately \$1,600,000 and \$400,000 respectively. Under the terms of the Development Agreement, the Town would be obligated to reimburse the developer approximately \$640,000 for Scenic Drive and \$400,000 for Pima Farms Road. The source of repayment of this obligation is construction sales tax generated and collected from the proposed development project including the reconstruction of Scenic Drive and Pima Farms Road. Due to the source of repayment, the reimbursements will likely be paid out over a number of fiscal years. The costs associated with the Agreement will be included in the fiscal year in which construction sales tax is received and subsequently reimbursed to developer for public improvement costs and in future budgets, as appropriate.

Developer reimbursements will be budgeted in future years in alignment with projected construction sales tax collections.

**Financial Impact:**

Fiscal Year: Future  
Years

Budgeted N  
Y/N:

Amount: \$1,040,000

The Town estimates the total financial impact of the reimbursements at \$1,040,000. The reimbursement will be made from Construction Sales tax related to the Development. Such taxes are anticipated to be deposited in the General Fund and Transportation Fund and, as such, might also be reimbursed from these same Funds. As the reimbursement is dependent on the timing of the collection of construction sales tax related to this Development and reimbursements may continue for a period not to exceed 15 years, it is not possible at this time to estimate the impact of these reimbursements on any single fiscal year.

**Staff Recommendation:**

Staff has reviewed the proposed final plat against the requirements of the Lazy K Bar Ranch Specific Plan, the Lazy K Bar Ranch Development Agreement, 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. 2019-021 approving the Final Plat for Lazy K Bar Ranch, Lots 1 through 178 and Common Areas "A-1" and "A-2", "B-1" and "B-2", and "C".

Resolution No. 2019-021  
PRV1809-003 LKB FP  
PRV1809-003 LKB FP Map  
PRV1809-003 LKB FP App

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## MARANA RESOLUTION NO. 2019-021

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR LAZY K BAR RANCH, LOTS 1 THROUGH 178 AND COMMON AREAS "A-1" AND "A-2", "B-1" AND "B-2", AND "C" LOCATED AT THE WEST TERMINUS OF PIMA FARMS ROAD WEST OF THE SCENIC DRIVE ALIGNMENT

WHEREAS, on May 16, 2017, the Mayor and Town Council adopted Ordinance No. 2017.013, approving the Lazy K Bar Ranch Specific Plan, a minor amendment to the General Plan, and the Lazy K Bar Ranch Development Agreement; and

WHEREAS, The WLB Group, Inc., on behalf of property owners LKB Ranch, LLC, LKB Hotel, LLC, and LKB Retained Land, LLC, has applied for approval of a final plat for a subdivision consisting of Lots 1 through 178 and Common Areas "A-1" and "A-2", (private streets), "B-1" and "B-2" (natural open space, pedestrian, drainage, landscape, public sewer, and utilities), and "C" (active open space) within 138 acres of land, a portion of which is zoned "F" Specific Plan and the remainder zoned "RR" (Recreation and Resort); and

WHEREAS the Marana Town Council, at the regularly scheduled meeting on March 19, 2019, determined that the Final Plat for Lazy K Bar Ranch, Lots 1 through 178 and Common Areas "A-1" and "A-2" (private streets), "B-1" and "B-2" (natural open space, pedestrian, drainage, landscape, public sewer, and utilities), and "C" (active open space) should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the Final Plat for Lazy K Bar Ranch, Lots 1 through 178 and Common Areas "A-1" and "A-2" (private streets), "B-1" and "B-2" (natural open space, pedestrian, drainage, landscape, public sewer, and utilities), and "C" (active open space) is hereby approved.

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

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Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

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Cherry L. Lawson, Town Clerk

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Frank Cassidy, Town Attorney

APPROVAL

BY \_\_\_\_\_ P.E. \_\_\_\_\_ DATE \_\_\_\_\_  
MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER

BY \_\_\_\_\_ DATE \_\_\_\_\_  
DEVELOPMENT SERVICES DIRECTOR

PIMA COUNTY APPROVAL

PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT \_\_\_\_\_ 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.

BY \_\_\_\_\_ DATE \_\_\_\_\_  
CLERK OF THE TOWN OF MARANA

ASSURED WATER SUPPLY

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

MARANA WATER DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

ASSURANCES

ASSURANCES IN THE FORM OF THIRD PARTY TRUST FROM TITLE SECURITY AGENCY, LLC., AS RECORDED IN SEQUENCE NUMBER \_\_\_\_\_ IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY \_\_\_\_\_ DATE \_\_\_\_\_  
TOWN OF MARANA

RECORDING

STATE OF ARIZONA } FEE \_\_\_\_\_  
COUNTY OF PIMA } SS NO \_\_\_\_\_

THIS PLAT WAS FILED FOR RECORD AT THE REQUEST OF THE WLB GROUP, INC., ON THIS DAY OF \_\_\_\_\_, 2019 AT \_\_\_\_\_ M. IN SEQUENCE NUMBER \_\_\_\_\_

F. ANN RODRIQUEZ  
PIMA COUNTY RECORDER

BY \_\_\_\_\_  
DEPUTY

CERTIFICATION

I HEREBY CERTIFY THAT THE FLOODPRONE LIMITS AND EROSION HAZARD SETBACKS AS SHOWN ON THIS PLAT WERE PREPARED BY ME UNDER MY SUPERVISION.

DAVID W. LITTLE NO. 36234

CERTIFICATION

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

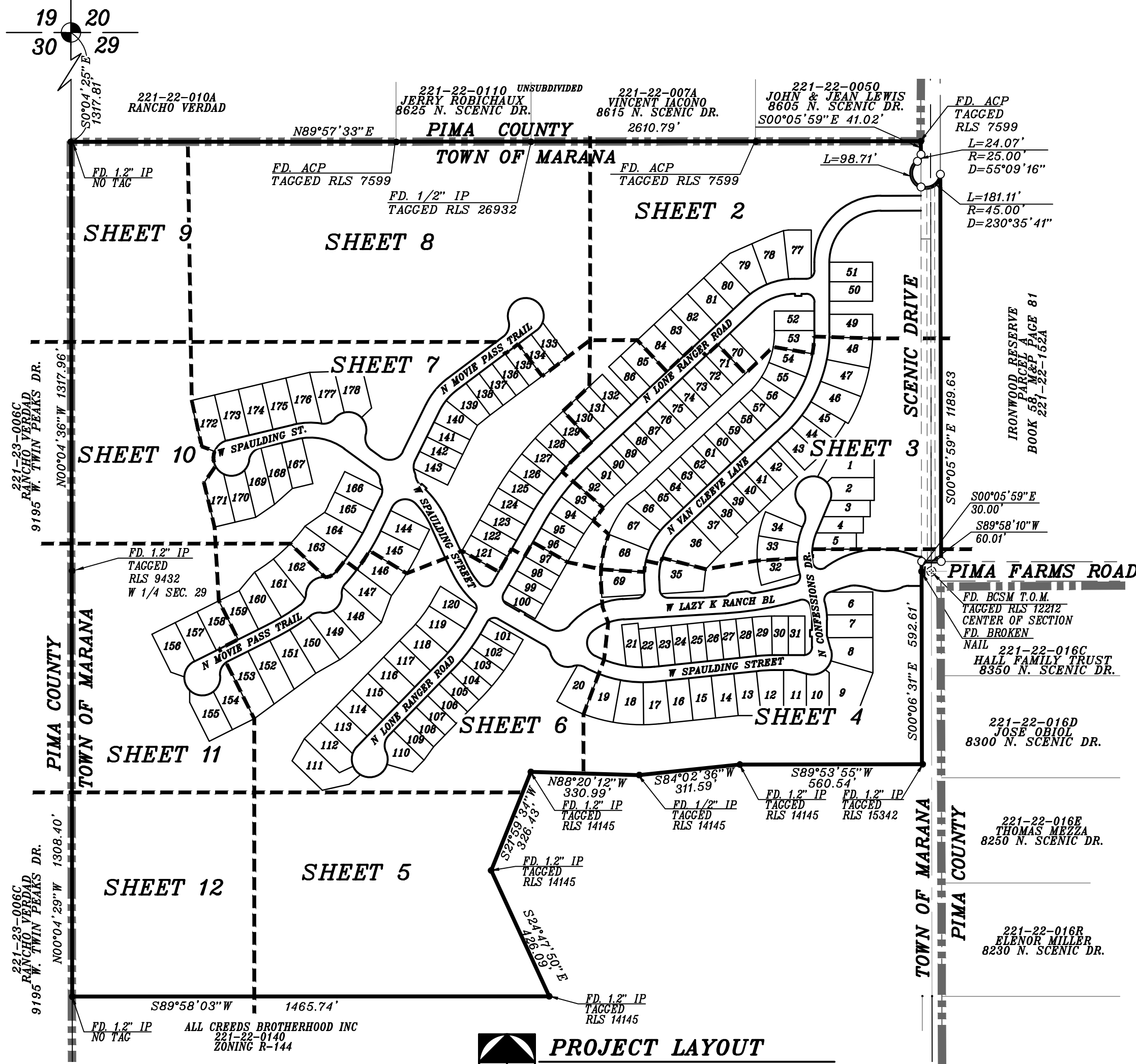
PETE D. COTE NO. 44121

GENERAL NOTES

- THE GROSS AREA OF THE SUBDIVISION IS 6,052,888 SQUARE FEET OR 138.96 ACRES OF LAND, MORE OR LESS.
- THE EXISTING ZONING IS BOTH "RR" (RECREATION AND RESORT) AND "F" (SPECIFIC PLAN) PER ORDINANCE 2017.013.
- THE NUMBER OF LOTS IS 178, DENSITY IS 1.28 RAC.
- THE AVERAGE LOT SIZE FOR THIS DEVELOPMENT IS 8,511 SQUARE FEET. THE MINIMUM LOT SIZE FOR THIS DEVELOPMENT IS 6,000 SQUARE FEET. THE MAXIMUM LOT SIZE FOR THIS DEVELOPMENT IS 17,008 SQUARE FEET.
- BUILDING HEIGHTS:
  - BUILDINGS AND STRUCTURES SHALL HAVE HEIGHT NOT GREATER THAN TWO-STORIES OR TWENTY-FIVE (25) FEET, EXCEPT AS OTHERWISE PERMITTED.
  - BUILDING HEIGHTS MAY BE PERMITTED TO INCREASE A MAXIMUM OF TWENTY PERCENT (20%) TO PROVIDE A MAXIMUM BUILDING HEIGHT OF THIRTY (30) FEET SUBJECT TO THE REQUIREMENTS FOUND IN SECTION 8.05 AND SECTION 08.06.10.C OF THE TOWN OF MARANA LAND DEVELOPMENT CODE AND APPROVAL OF THE TOWN COUNCIL.
- BUILDING SETBACKS:
  - FRONT: 20 FEET FROM THE PROPERTY LINE TO FACE OF GARAGE; 10 FEET FOR SIDE ENTRY GARAGES AND/OR LIVABLE AND ARCHITECTURAL COMPONENTS.
  - SIDE: 5 FEET, WITH A STREET SIDE YARD (SETBACK) HAVING A MINIMUM OF 10 FEET.
  - REAR: 15 FEET.

The WLB Group INC.

Engineering • Planning • Surveying  
Landscape Architecture • Urban Design  
Offices located in: Tucson, Phoenix,  
Flagstaff, and Las Vegas, NV.  
1600 W Broadway Rd, Ste. 150  
Tempe Az. 85282 PH.(480) 736-1600



PROJECT LAYOUT

SCALE: 1"= 300'

GENERAL NOTES Cont.

- PARKING SPACES: 2 PER LOT IN GARAGE; 2 PER LOT IN DRIVEWAY =712 SPACES.
- THIS DEVELOPMENT IS SUBJECT TO THE LAZY "K" BAR RANCH DEVELOPMENT AGREEMENT, PER ORDINANCE 2017.013.
- THIS DEVELOPMENT IS SUBJECT TO THE LAZY "K" BAR RANCH SPECIFIC PLAN, PER ORDINANCE 2017.013.
- ALLOWABLE MINIMUM LOT SIZE 6,000 SQUARE FEET.
- THIS PROJECT IS TO BE PHASED. PHASE 1 INCLUDES LOTS 1-86 AND PHASE 2 INCLUDES LOTS 87-178.
- LAND USE:
  - COMMON AREA "A-1" (PRIVATE STREETS) = 263,211 SQ.FT. OR 6.04 ACRES.
  - COMMON AREA "A-2" (PRIVATE STREETS) = 235,429 SQ.FT. OR 5.41 ACRES.
  - COMMON AREA "B-1" (NATURAL OPEN SPACE, PEDESTRIAN, DRAINAGE, LANDSCAPE, PUBLIC SEWER & UTILITIES) = 1,178,515 SQ.FT. OR 26.91 ACRES.
  - COMMON AREA "B-2" (NATURAL OPEN SPACE, PEDESTRIAN, DRAINAGE, LANDSCAPE, PUBLIC SEWER & UTILITIES) = 2,657,367 SQ.FT. OR 61.00 ACRES.
  - COMMON AREA "C" (ACTIVE OPEN SPACE) 138,276 SQ.FT. OR 3.17 ACRES, MORE OR LESS.
- THE BASIS OF BEARING: WEST LINE OF THE NORTHWEST QUARTER OF SECTION 29, T-12-S, R-12-E, GILA AND SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA, BETWEEN THE FOUND 1/4" IRON PIN TAGGED "RLS9432" AT THE WEST QUARTER CORNER AND THE FOUND 1/4" IRON PIN TAGGED "RLS14145" AT THE NORTHWEST CORNER THEREOF. SAID BEARING BEING N00°04'36"W.
- 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 SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30' AND 72' ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STANDARDS.
- THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
- THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
- TOTAL MILES OF NEW PUBLIC STREETS IS 0.2 MILES, TOTAL MILES NEW PRIVATE STREETS IS 1.6 MILES.
- INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. 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 AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. §45-576.
- THE TOWN OF MARANA HEREBY ABANDONS IN FAVOR OF THE SUBDIVIDER THAT PORTION OF THE CUL-DE-SAC BULB OF SCENIC DRIVE DEPICTED ON PAGE 2 OF THIS PLAT, IN ACCORDANCE WITH PARAGRAPH 4 OF THE LAZY K BAR RANCH DEVELOPMENT AGREEMENT RECORDED IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA, ON JUNE 9, 2017, AT SEQ. NO. 20171600126.
- ALL HOMES IN LOTS 133-178 MUST BE PROVIDED WITH SPRINKLERS PER IFC D107.1 EXCEPTION 1.
- THE LAND AREAS AFFECTED BY THE OPEN SPACE COVENANT REQUIRED BY PARAGRAPH 18 OF MARANA ORDINANCE NO. 2017.013, ARE LOCATED WITHIN THE 150' NATURAL LANDSCAPE BUFFERYARD SHOWN HEREON AND ARE DESCRIBED IN EXHIBIT "C" OF THE OPEN SPACE COVENANT AS RECORDED IN SEQ. NO. \_\_\_\_\_ PIMA COUNTY RECORDS.
- BASED ON THE APPROVED 404 JURISDICTIONAL DELINEATION DATED NOVEMBER 17, 2005, THERE ARE 404 WASHES PRESENT ON THIS SITE. ANY FURTHER DEVELOPMENT AND/OR DISTURBANCE BEYOND THAT WHICH HAS BEEN IDENTIFIED ON THE LAZY K IMPROVEMENT PLANS SHOULD BE COORDINATED THROUGH THE ARMY CORPS OF ENGINEERS.

SHEET INDEX

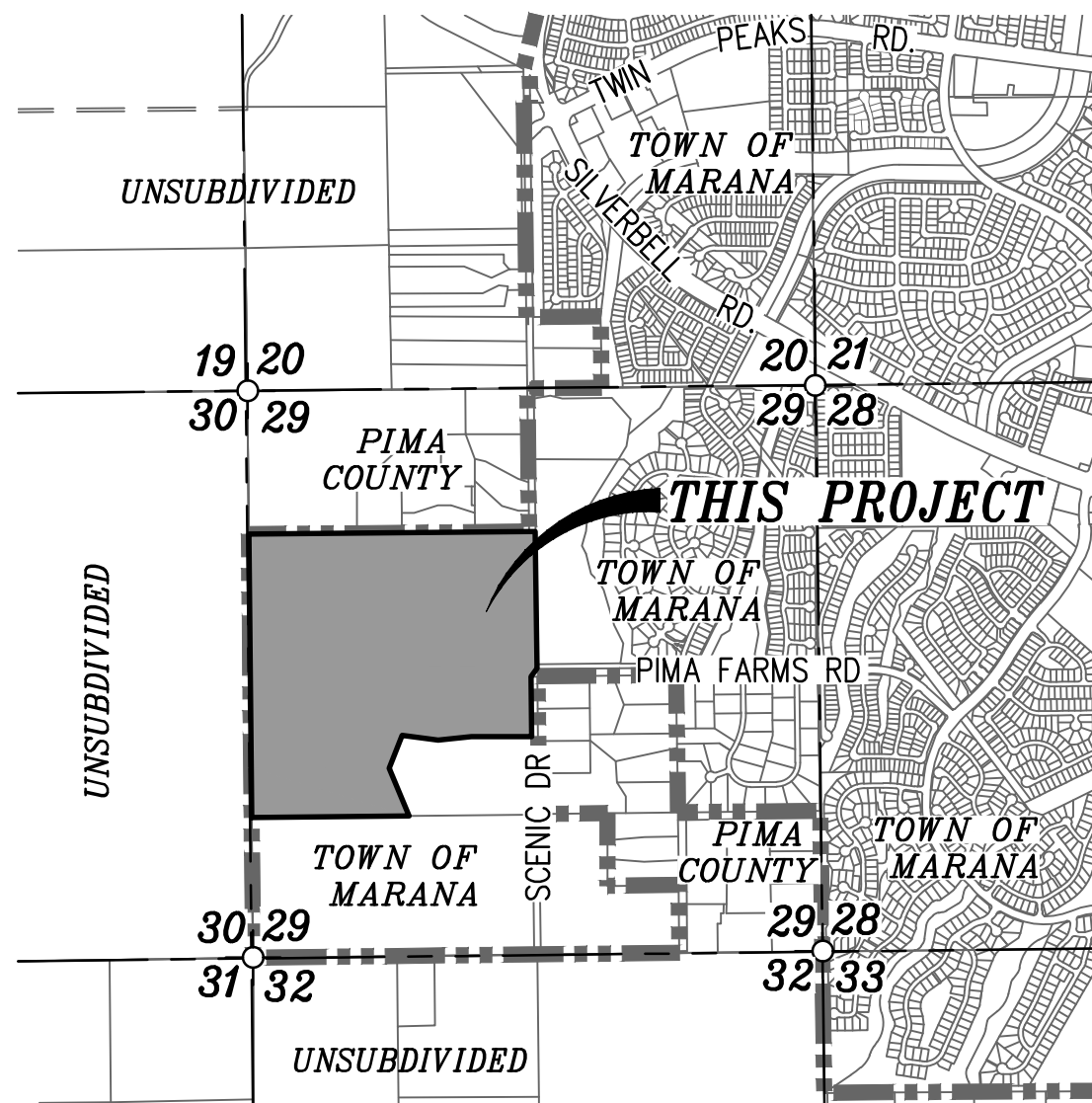
SHEET 1.....COVER SHEET  
SHEET 2-14.....PLAN SHEETS

OWNERS

LKB RANCH, LLC, LKB HOTEL, LLC,  
& LKB RETAINED LAND, LLC,  
8401 N. SCENIC DRIVE  
TUCSON, AZ 85743

DEVELOPER

PULTE GROUP, INC.  
3011 W. INA ROAD  
TUCSON, AZ. 85741  
PHONE: (520) 837-0275  
ATT: SAM MILLS  
SAM.MILLS@PULTEGROUP.COM



LOCATION PLAN

A PORTION OF SECTION 29, T.12S, R.12E, G.&S.R.M.,  
TOWN OF MARANA, PIMA COUNTY, ARIZONA  
SCALE 3"=1 MILE



LEGEND

- SUBDIVISION BOUNDARY
- ADJACENT LOT LINE
- LOT LINE
- EASEMENT LINE
- MATCH LINE
- PARCEL AND PROPOSED R.O.W. LINE
- SECTION LINE
- R.O.W. LINE EXIST.
- 100 YR. FLOOD LINE
- EROSION HAZARD SET-BACK LINE
- PIMA COUNTY/TOWN OF MARANA LIMITS
- PHASE LINE
- INDICATES BRASS DISK SURVEY MONUMENT TO BE SET UPON COMPLETION OF ROAD CONSTRUCTION
- FOUND MONUMENT AS NOTED
- 1/2" IRON PARCEL PIN TO BE SET; BY RLS
- EXISTING/PROPOSED LAND USE (SEE THIS SHEET)
- COMMON AREA
- SIGHT VISIBILITY TRIANGLE
- NO ACCESS EASEMENT
- PUBLIC UTILITY EASEMENT
- ZONING DESIGNATION
- SECTION CORNER / QUARTER SECTION CORNER
- LOT ACCESS LOCATION

DEDICATION

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

WE HEREBY DEDICATE TO THE TOWN OF MARANA PUBLIC RIGHT-OF-WAY SHOWN ON THIS PLAT (SCENIC DRIVE), DRAINAGEWAYS, AND EASEMENTS, INCLUDING NO ACCESS EASEMENTS. UTILITY EASEMENTS AS SHOWN ON THIS PLAT, ARE DEDICATED TO THE TOWN OF MARANA, PIMA COUNTY, AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, PUBLIC AND PRIVATE UTILITIES AND PUBLIC SEWERS. NO ACCESS EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OF ACCESS CONTROL TO ADJACENT RIGHTS-OF-WAY. THE 30 FOOT PUBLIC TRAIL EASEMENT DEDICATED BY THIS PLAT IS HEREBY DEDICATED TO THE TOWN OF MARANA. OTHER EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OR PURPOSES NOTED ON THIS PLAT.

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

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

TITLE SECURITY AGENCY AS TRUSTEE UNDER TRUST NO. 201901R, AND NOT OTHERWISE.

TRUST OFFICER \_\_\_\_\_ DATE \_\_\_\_\_

STATE OF ARIZONA } FEE \_\_\_\_\_  
COUNTY OF } SS No. \_\_\_\_\_

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, \_\_\_\_\_ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE TRUST OFFICIAL OF TITLE SECURITY AGENCY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. \_\_\_\_\_ ONLY AND NOT ITS CORPORATE CAPACITY, AND BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN.

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC \_\_\_\_\_

FINAL PLAT  
LAZY K BAR RANCH

LOTS 1 THROUGH 178 AND C.A. "A-1" & "A-2" (PRIVATE STREETS),  
C.A. "B-1" & "B-2" (NATURAL OPEN SPACE, PEDESTRIAN, DRAINAGE,  
LANDSCAPE, PUBLIC SEWER AND UTILITIES),  
C.A. "C" (ACTIVE OPEN SPACE)  
A PORTION OF SECTION 29,  
TOWNSHIP 12 SOUTH, RANGE 12 EAST, G&S&R  
TOWN OF MARANA, PIMA COUNTY, ARIZONA.  
PRV1809-003 RELATED CASE# PC21612-001

DECEMBER 2018

SCALE: 1" = 40'

SHEET 1 OF 14

SEQ. #

221-22-007A VINCENT  
IACONO 8615 N. SCENIC  
DR.

221-22-0050  
JOHN & JEAN LEWIS  
8605 N. SCENIC DR.

FD. ACP  
TAGGED  
RLS 7599

FD. ACP  
TAGGED  
RLS 7599

PIMA COUNTY  
TOWN OF MARANA

PIMA COUNTY  
TOWN OF MARANA

FD. ACP  
TAGGED  
RLS 7599

PURSUANT TO THE LAZY K BAR RANCH  
DEVELOPMENT AGREEMENT, THE PORTION  
OF THE CUL-DE-SAC BULB R/W OUTSIDE  
OF THE FUTURE 60' R/W REQUIRED FOR  
SCENIC DRIVE WILL BE ABANDONED  
BY THE TOWN TO THE OWNER

R=25.00'  
L=24.07'  
Δ=55°09'16"

R=45.00'  
L=181.13'  
Δ=230°37'05"

L=181.11'  
R=45.00'  
D=230°35'41"

ZONING: RR  
ZONING: LAZY K BAR RANCH  
SPECIFIC PLAN

ZONING: LAZY K BAR RANCH  
SPECIFIC PLAN  
ZONING: RR

SCENIC DRIVE  
(PUBLIC STREET)

221-22-152A  
IRONWOOD RESERVE PARCEL A  
BOOK 58, MAP PAGE 81  
ZONING: F

COMMON AREA 'B-1'  
367,095 sq.ft.  
8.43 acres

COMMON AREA 'B-1'  
253,689 sq.ft.  
5.82 acres

COMMON AREA 'B-1'  
95,318 sq.ft.  
2.19 acres

MATCH LINE SEE SHEET 8

SEE SHEET 3

SEE SHEET 3

SEE SHEET 3

SEE SHEET 3

### FINAL PLAT LAZY K BAR RANCH

LOTS 1 THROUGH 178 AND C.A. "A-1" & "A-2" (PRIVATE STREETS),  
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A PORTION OF SECTION 29,  
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TOWN OF MARANA, PIMA COUNTY, ARIZONA.

PRV1809-003 RELATED CASE# PC21612-001

DECEMBER 2018

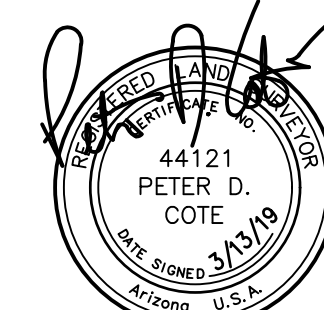
SCALE: 1" = 40'

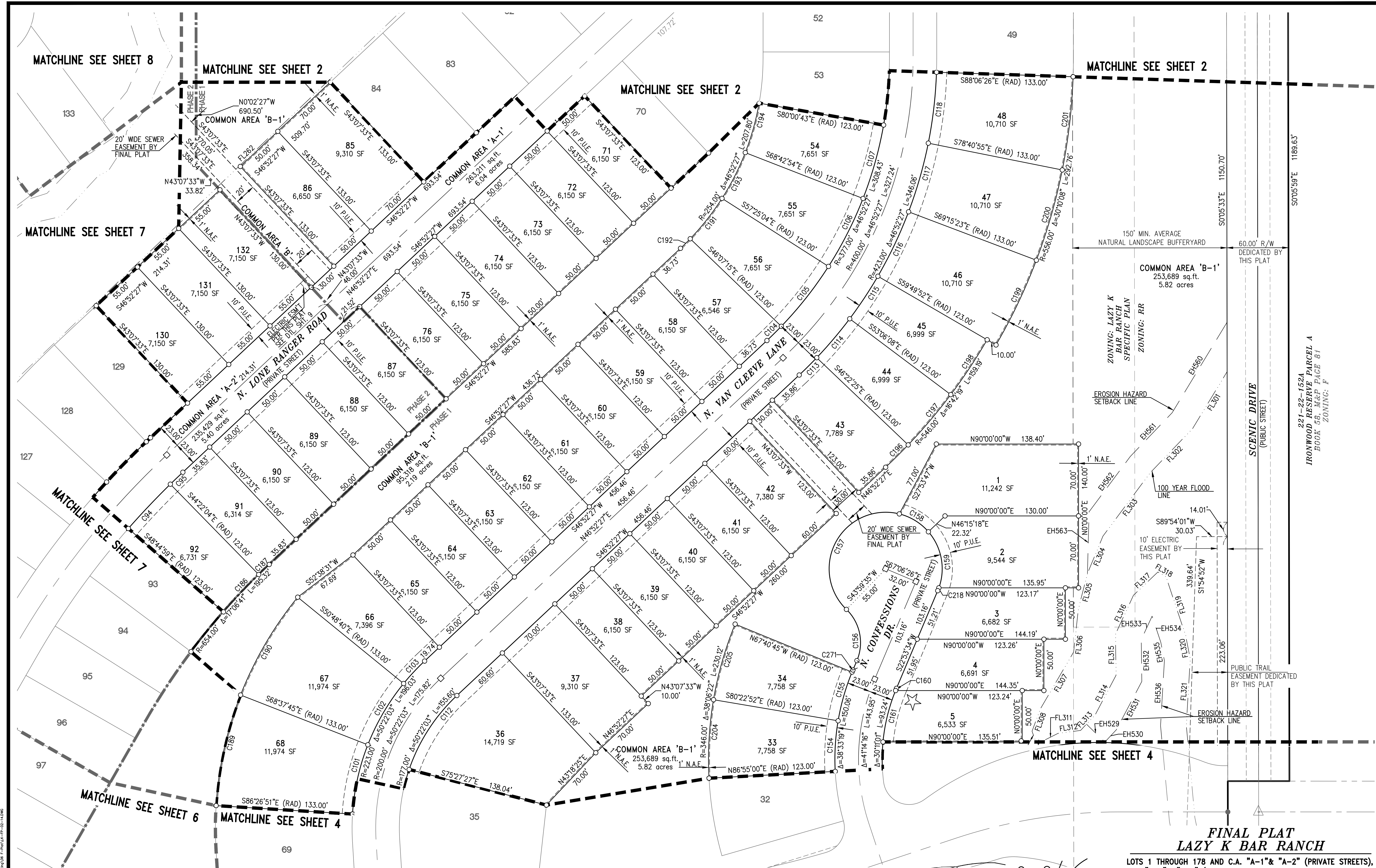
SHEET 2 OF 14

SEQ. #

The  
WLB  
Group INC.

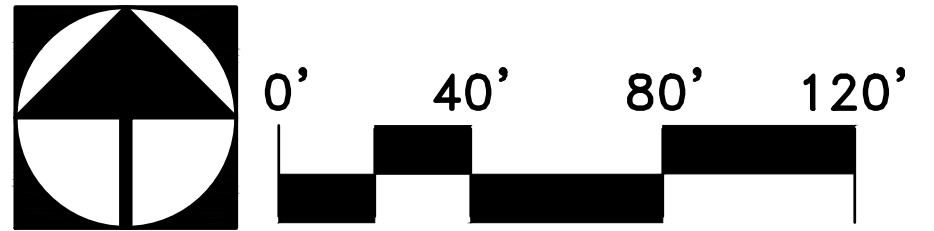
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Landscape Architecture • Urban Design  
Offices located in: Tucson, Phoenix,  
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1600 W Broadway Rd, Ste. 150  
Tempe Az. 85282 PH.(480) 736-1600





The WLB Group Inc. **WLB**

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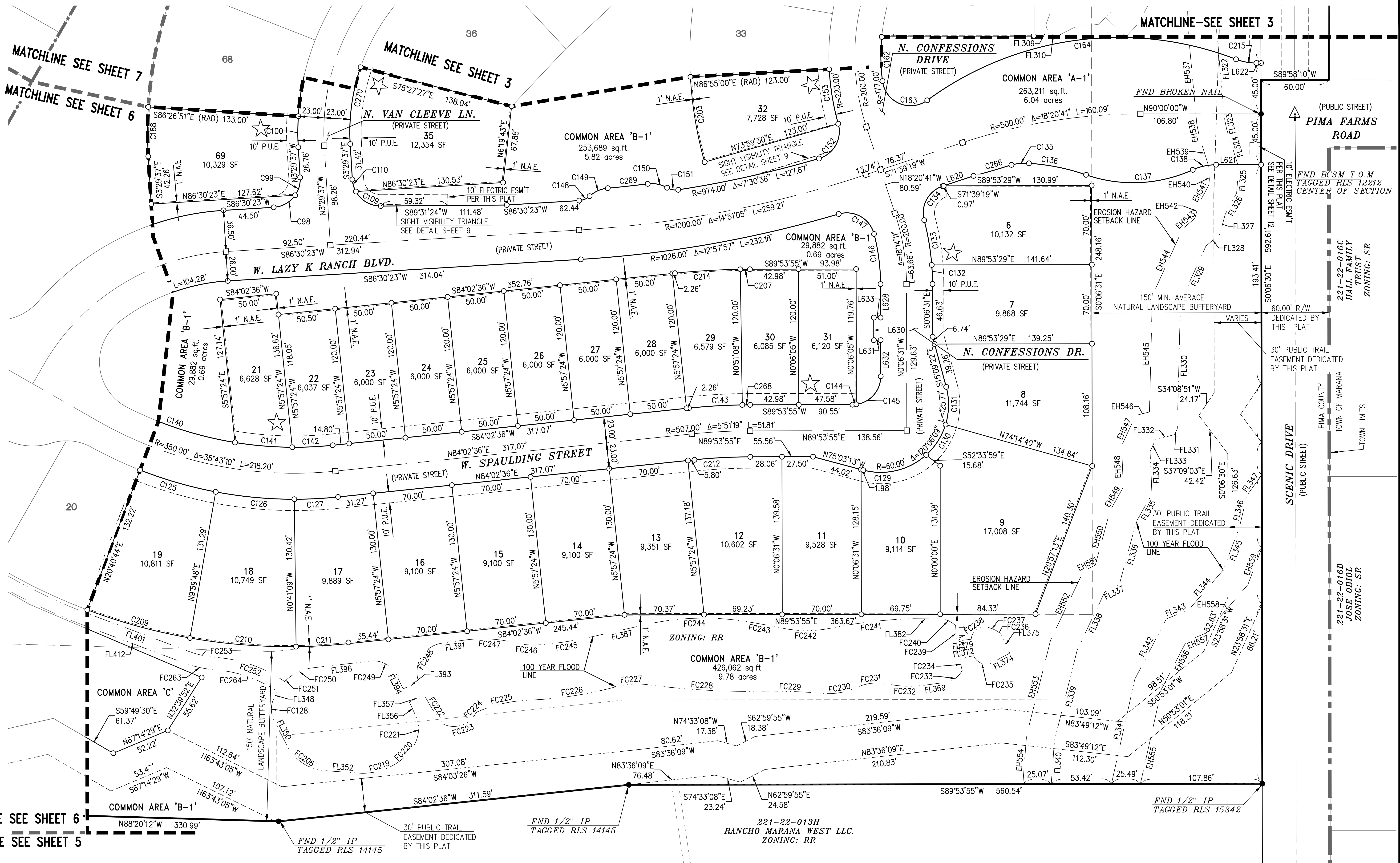
**FINAL PLAT**  
**LAZY K BAR RANCH**

LOTS 1 THROUGH 178 AND C.A. "A-1" & "A-2" (PRIVATE STREETS),  
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A PORTION OF SECTION 29,  
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TOWN OF MARANA, PIMA COUNTY, ARIZONA.  
PRV1809-003 RELATED CASE# PCZ1612-001

DECEMBER 2018 SCALE: 1" = 40'

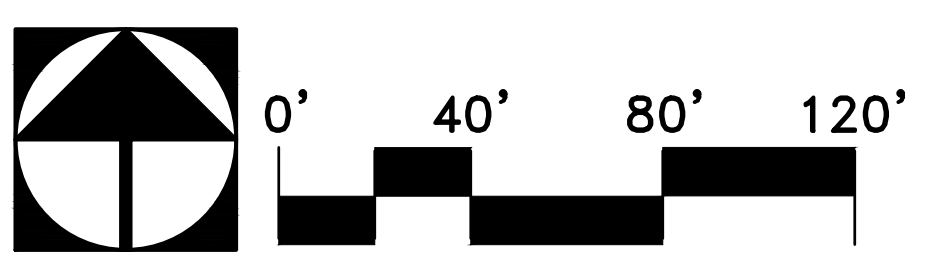
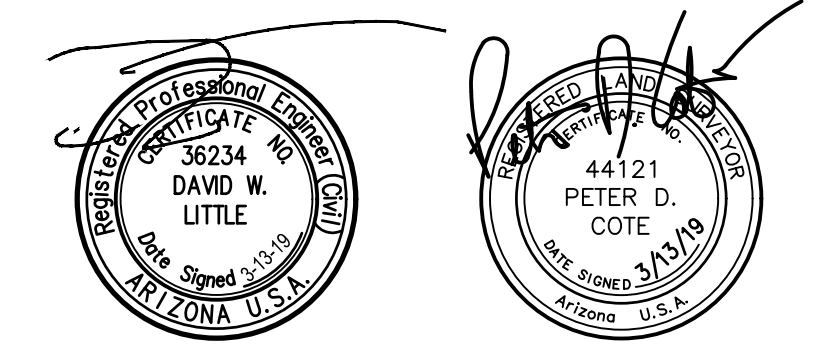
**SHEET 3 OF 14**



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**FINAL PLAT**  
**LAZY K BAR RANCH**

LOTS 1 THROUGH 178 AND C.A. "A-1" & "A-2" (PRIVATE STREETS),  
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TOWN OF MARANA, PIMA COUNTY, ARIZONA.

PRV1809-003 RELATED CASE# PC21612-001

DECEMBER 2018 SCALE: 1" = 40'

**SHEET 4 OF 14**

MATCHLINE  
SEE SHEET 11

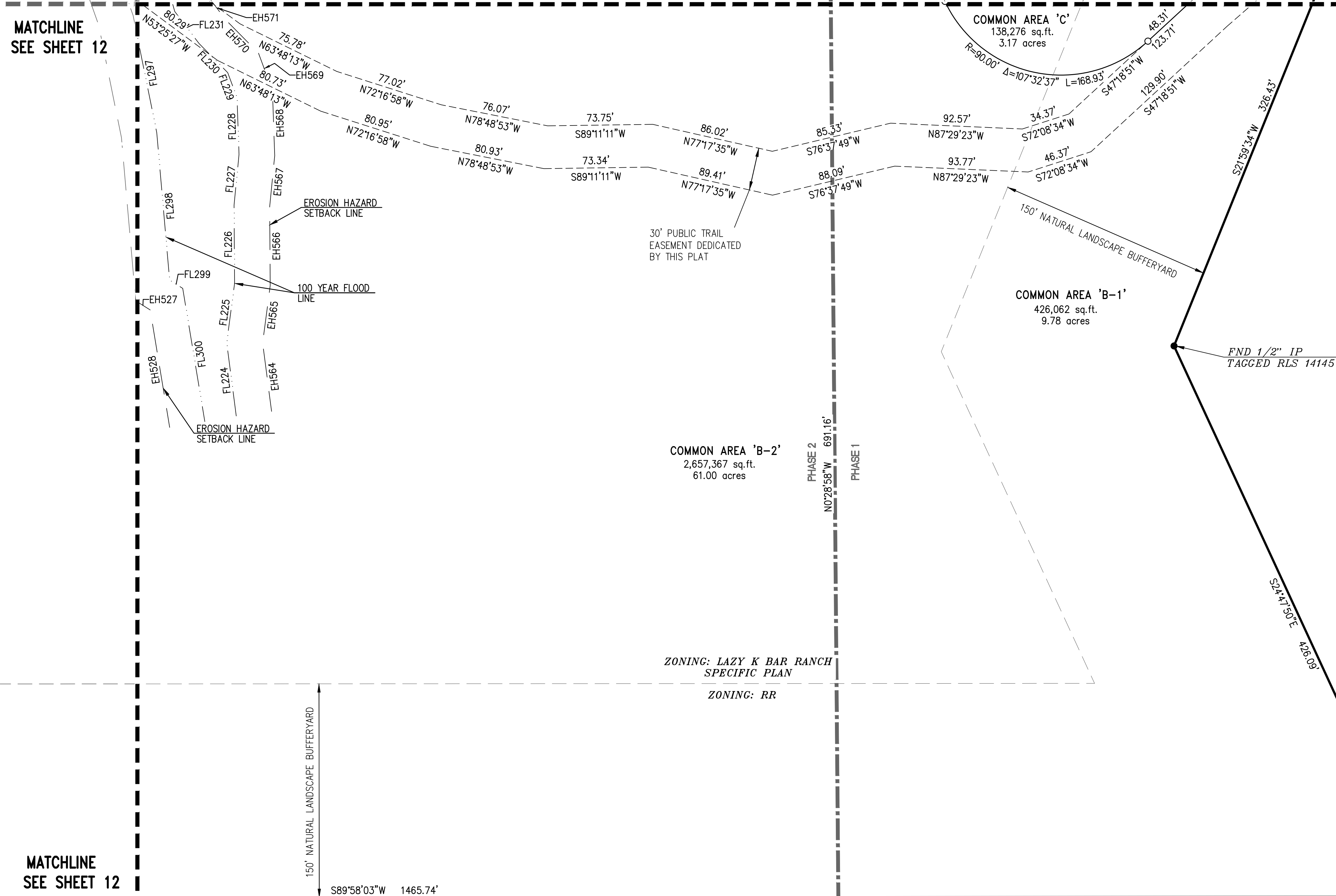
MATCHLINE  
SEE SHEET 6

MATCHLINE  
SEE SHEET 6

MATCHLINE  
SEE SHEET 6

MATCHLINE  
SEE SHEET 9

MATCHLINE  
SEE SHEET 12



COMMON AREA 'B-2'  
2,657,367 sq.ft.  
61.00 acres

COMMON AREA 'B-1'  
426,062 sq.ft.  
9.78 acres

COMMON AREA 'C'  
138,276 sq.ft.  
3.17 acres

ZONING: LAZY K BAR RANCH  
SPECIFIC PLAN  
ZONING: RR

221-22-013H  
RANCHO MARANA WEST LLC.  
ZONING: RR

FND 1/2" IP  
TAGGED RLS 14145

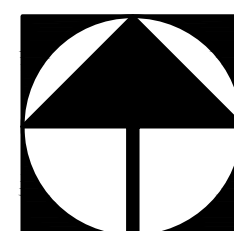
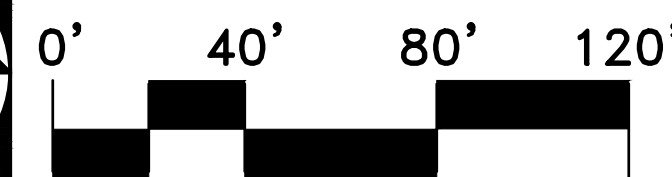
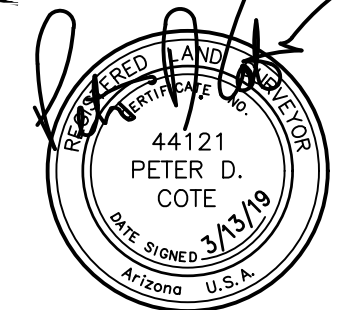
FND 1/2" IP  
TAGGED RLS 14145

MATCHLINE  
SEE SHEET 12

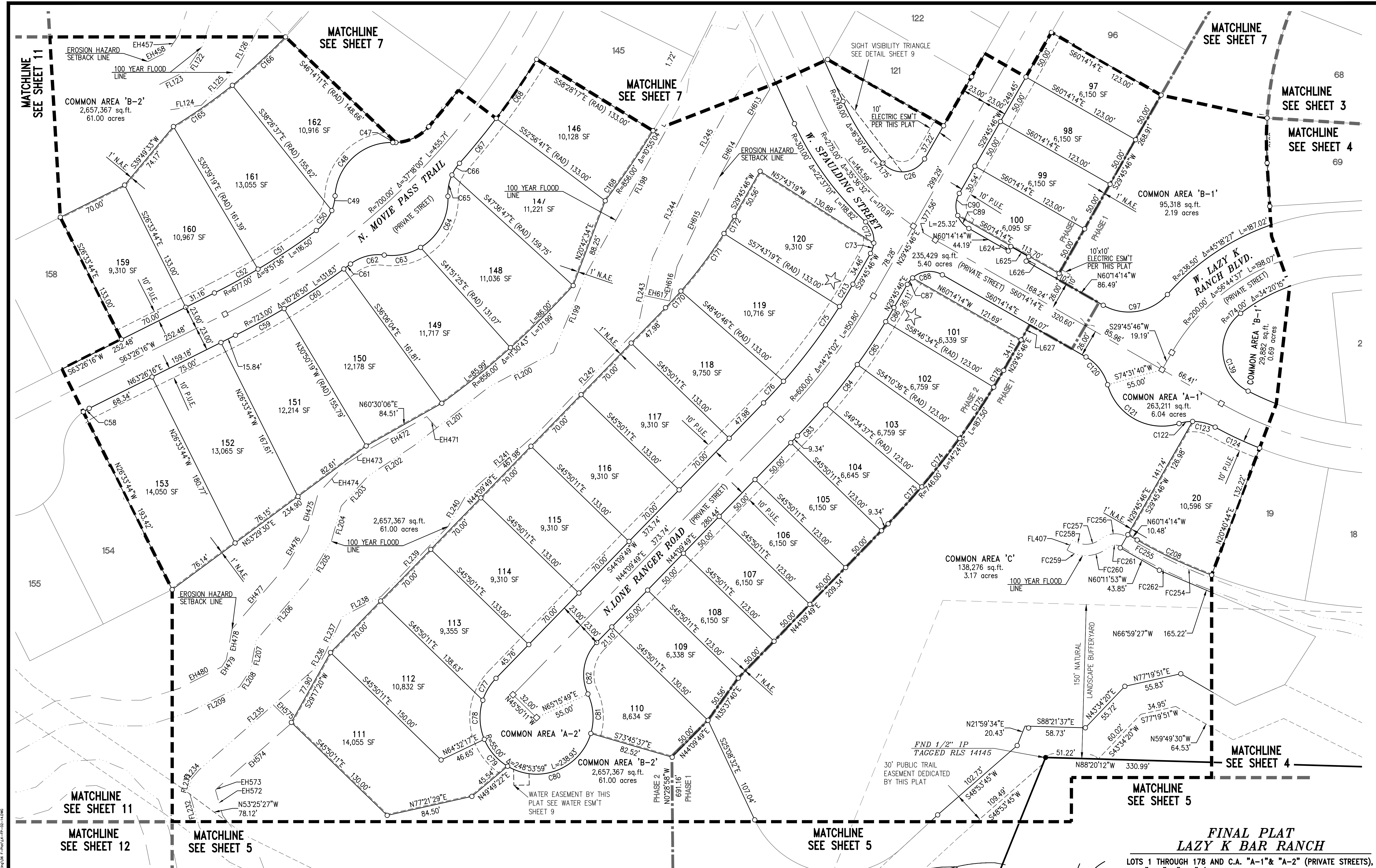
221-22-0140  
ALL CREEDS BROTHERHOOD INC.  
ZONING R-144

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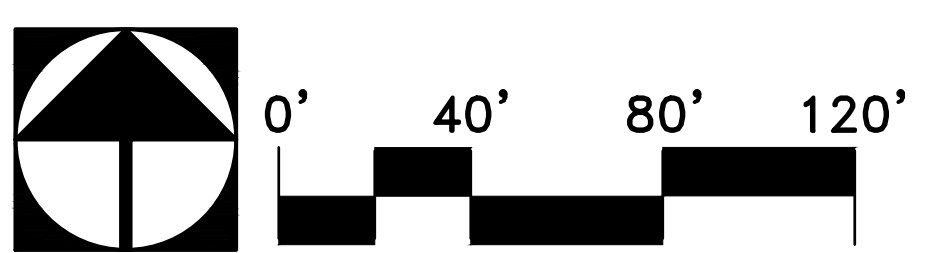
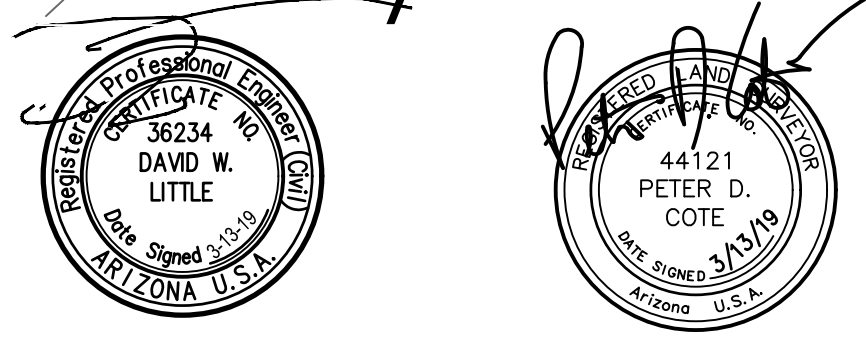
**FINAL PLAT**  
**LAZY K BAR RANCH**  
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TOWN OF MARANA, PIMA COUNTY, ARIZONA.  
PRV1809-003 RELATED CASE# PC21612-001  
DECEMBER 2018 SCALE: 1" = 40' **SHEET 5 OF 14**



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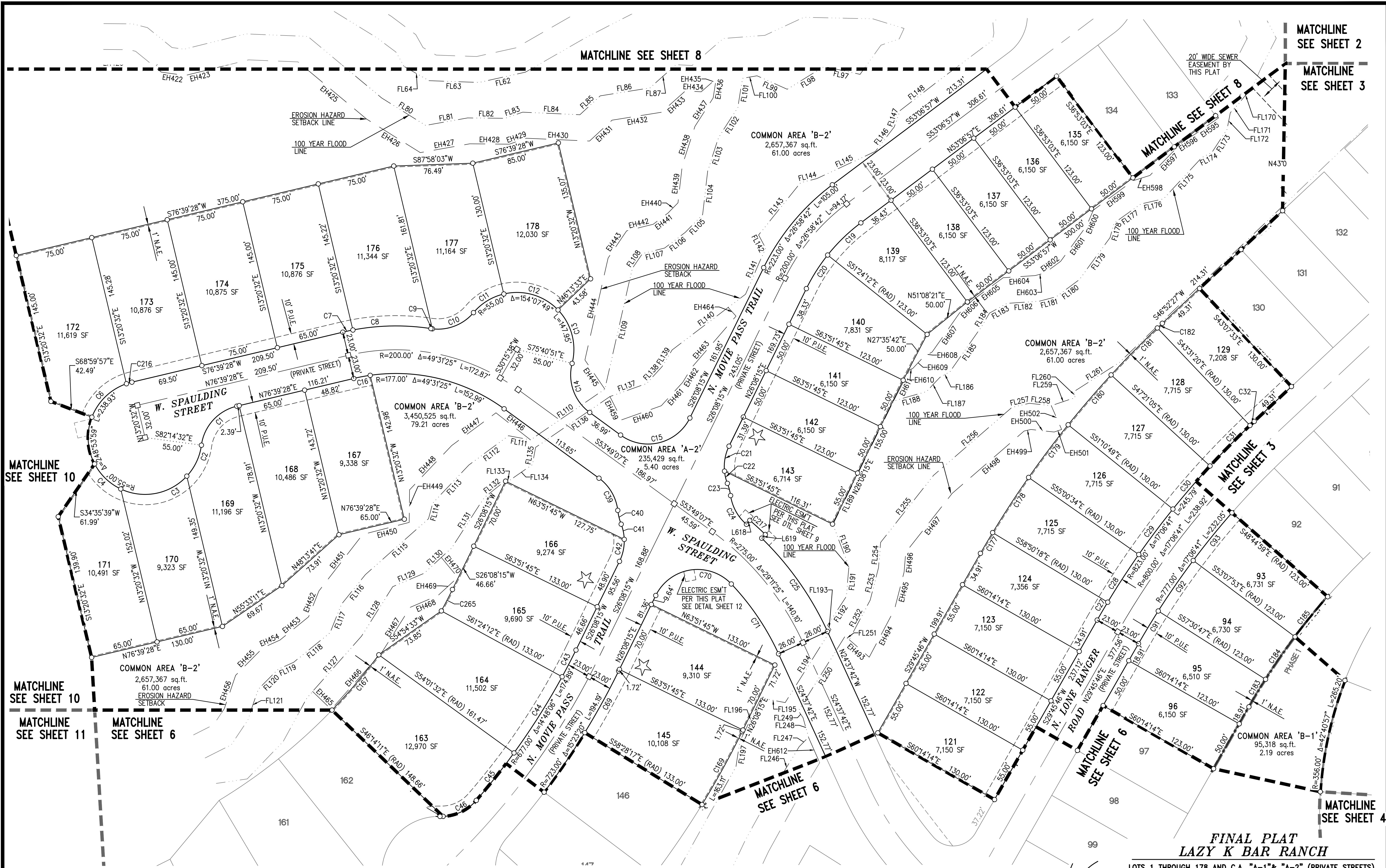


**FINAL PLAT**  
**LAZY K BAR RANCH**

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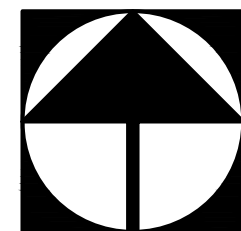
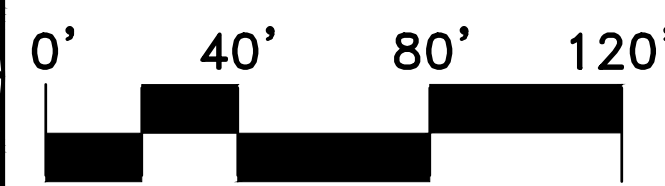
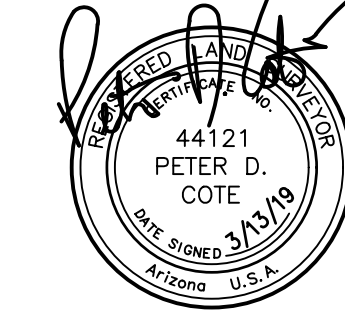
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PRV1809-003 RELATED CASE# PC21612-001

DECEMBER 2018 SCALE: 1" = 40' **SHEET 6 OF 14**



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**FINAL PLAT**  
**LAZY K BAR RANCH**  
LOTS 1 THROUGH 178 AND C.A. "A-1" & "A-2" (PRIVATE STREETS),  
C.A. "B-1" & "B-2" (NATURAL OPEN SPACE, PEDESTRIAN, DRAINAGE,  
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TOWN OF MARANA, PIMA COUNTY, ARIZONA.  
PRV1809-003 RELATED CASE# PCZ1612-001  
DECEMBER 2018 SCALE: 1" = 40' **SHEET 7 OF 14**

221-22-010A RANCHO  
VERDAD

PIMA COUNTY  
TOWN OF MARANA

221-22-0110  
JERRY ROBICHAUX  
8625 N. SCENIC DR.

FD. ACP  
TAGGED RLS 7599

N89°57'33"E 2610.79'

FD. 1/2" IP  
TAGGED RLS 26932

ZONING: RR

ZONING: LAZY K BAR RANCH  
SPECIFIC PLAN

COMMON AREA 'B-2'  
2,657,367 sq.ft.  
61.00 acres

EROSION HAZARD  
SETBACK LINE

100 YEAR FLOOD  
LINE

EROSION HAZARD  
SETBACK LINE

EROSION HAZARD  
SETBACK LINE

WATER EASEMENT  
PER THIS PLAT  
SEE WATER ESM'T.  
SHEET 9

N. MOVIE  
PASS TRAIL  
(PRIVATE STREET)

COMMON AREA 'A-2'  
235,429 sq.ft.  
5.40 acres

MATCHLINE SEE SHEET 7

MATCHLINE  
SEE SHEET 3

FINAL PLAT  
LAZY K BAR RANCH

LOTS 1 THROUGH 178 AND C.A. "A-1" & "A-2" (PRIVATE STREETS),  
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TOWN OF MARANA, PIMA COUNTY, ARIZONA.  
PRV1809-003 RELATED CASE# PC21612-001

DECEMBER 2018

SCALE: 1" = 40'

SHEET 8 OF 14

SEQ. #

MATCHLINE SEE SHEET 9

MATCHLINE  
SEE SHEET 2

SEQ. #

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19 20  
30 29

UNSUBDIVIDED

221-22-010A RANCHO  
VERDAD

N89°57'33"E 2610.79' PIMA COUNTY

FD. 1/2" IP  
NO TAG

TOWN LIMITS

TOWN OF MARANA

MATCHLINE  
SEE SHEET 8

150' NATURAL LANDSCAPE BUFFERYARD

ZONING: RR

ZONING: LAZY K BAR RANCH  
SPECIFIC PLAN

COMMON AREA 'B-2'  
2,657,367 sq.ft.  
61.00 acres

150' NATURAL LANDSCAPE BUFFERYARD

221-23-006C  
RANCHO VERDAD  
ZONING: RH

N00°4'36"W 1317.96'

PIMA COUNTY  
TOWN OF MARANA

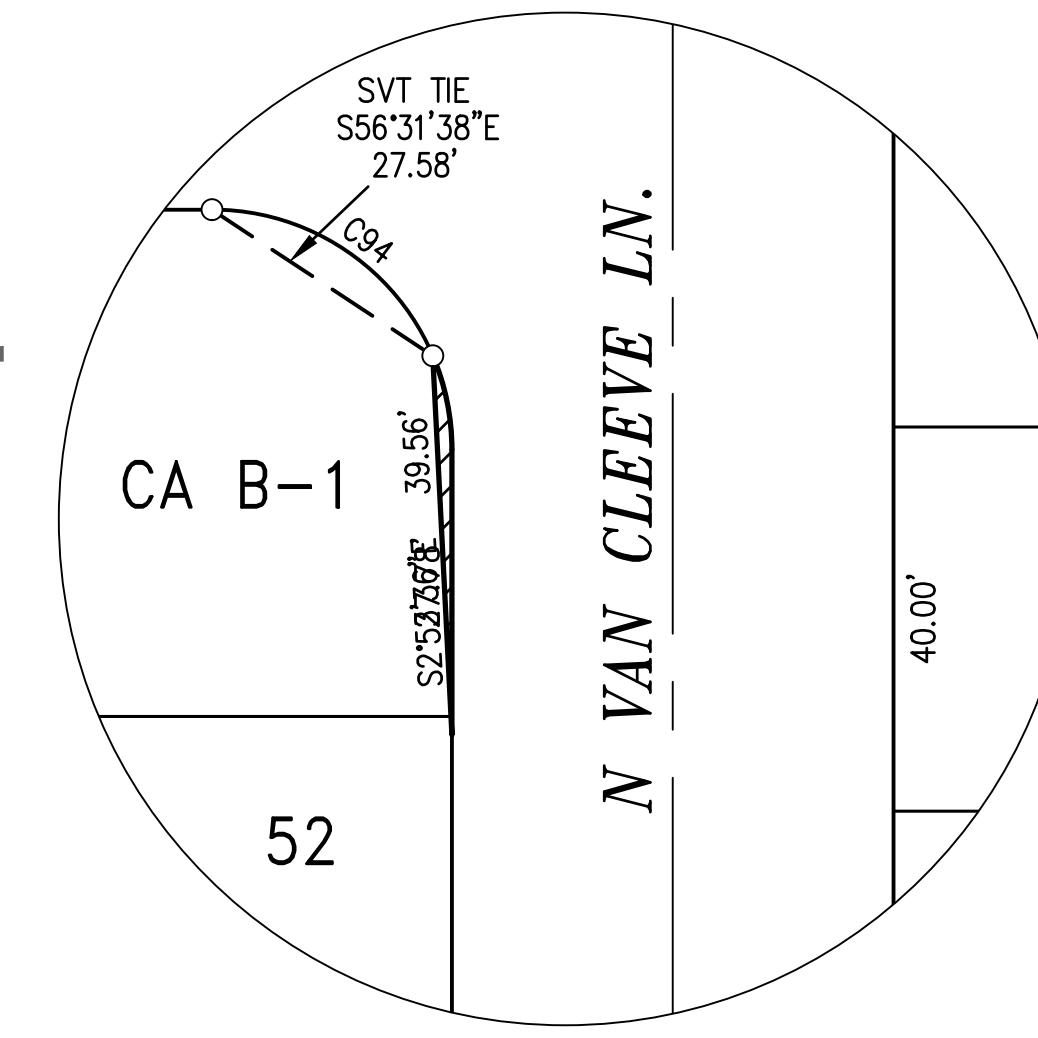
TOWN LIMITS

ZONING: RR  
ZONING: LAZY K BAR RANCH  
SPECIFIC PLAN

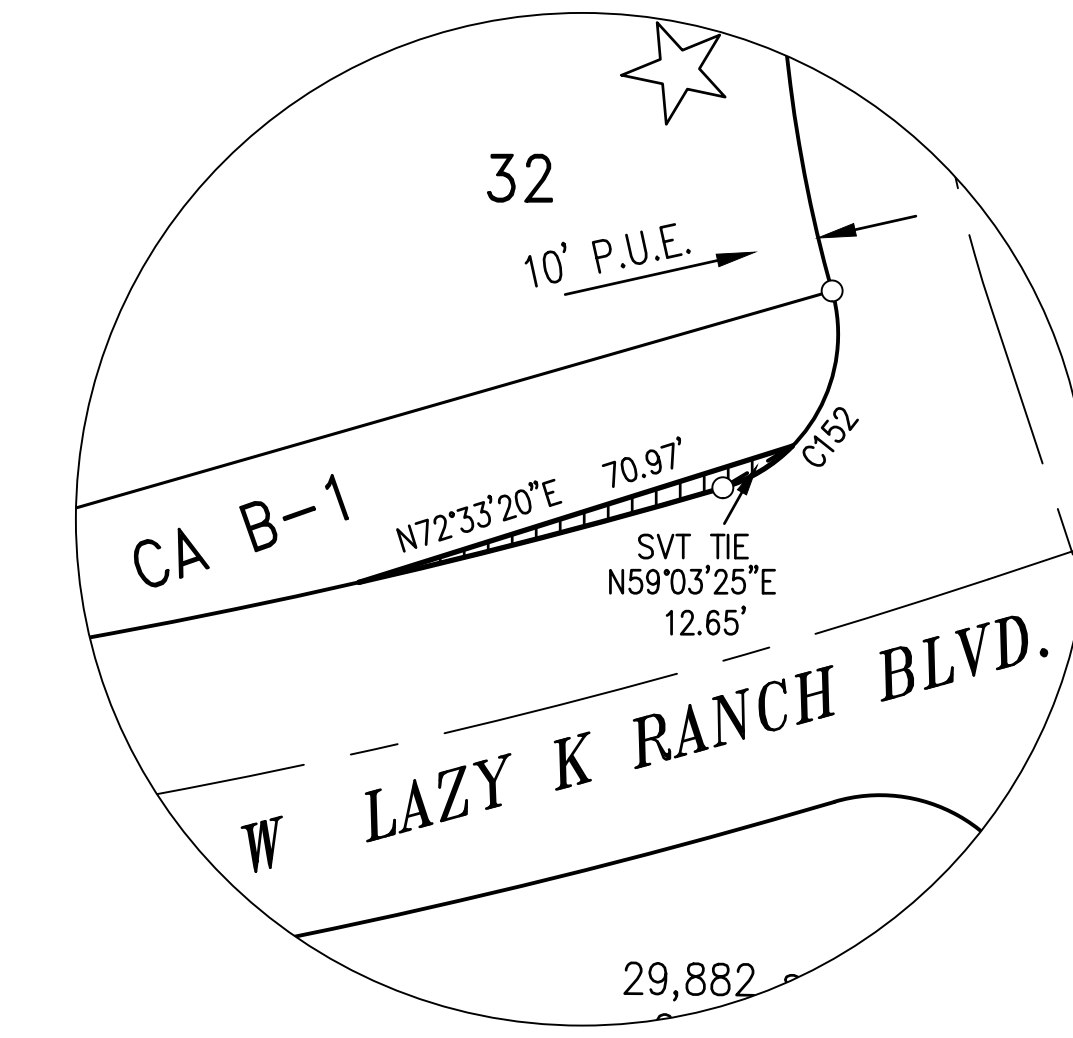
MATCHLINE SEE SHEET 10

MATCHLINE  
SEE SHEET 8

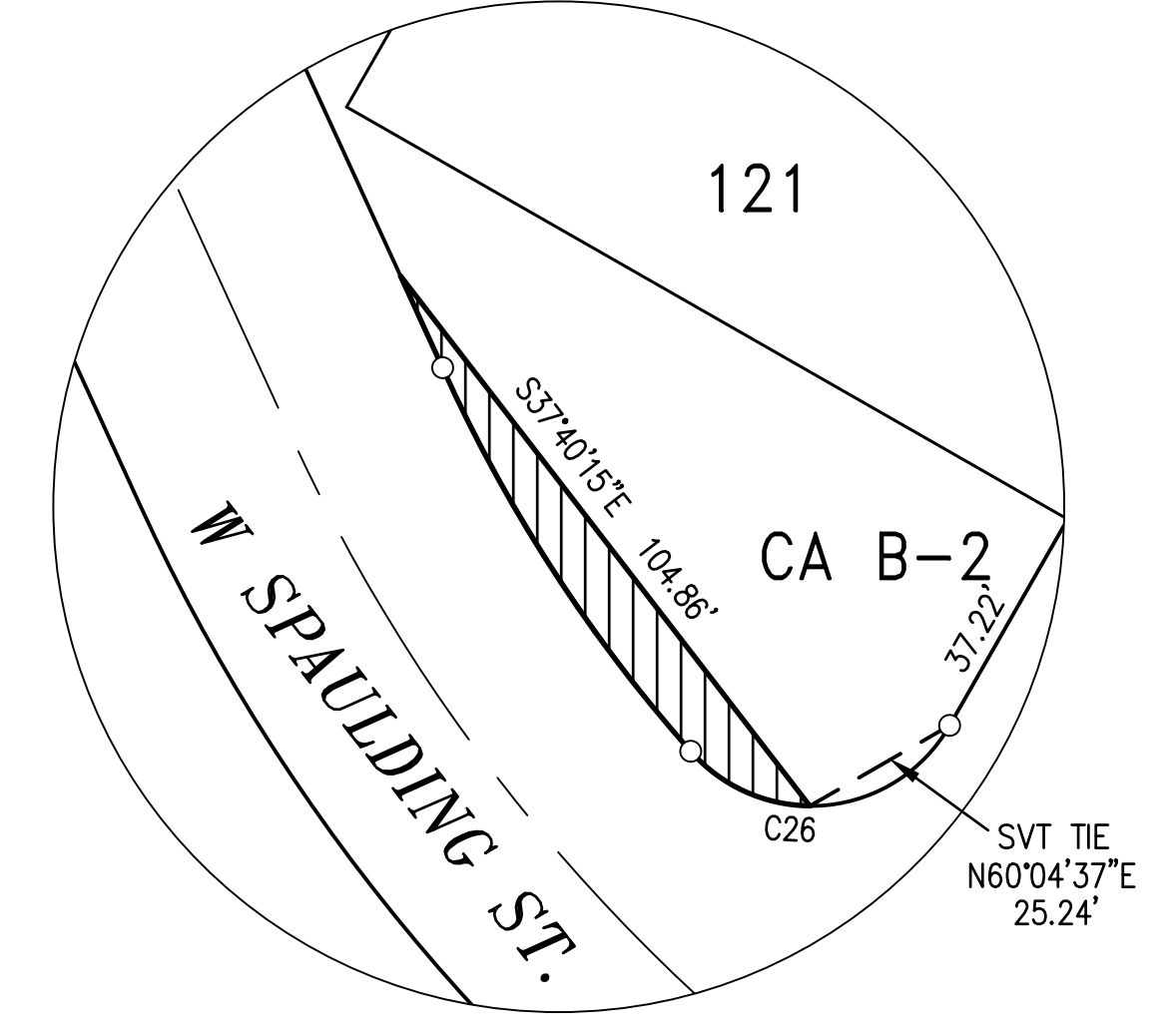
MATCHLINE  
SEE SHEET 7



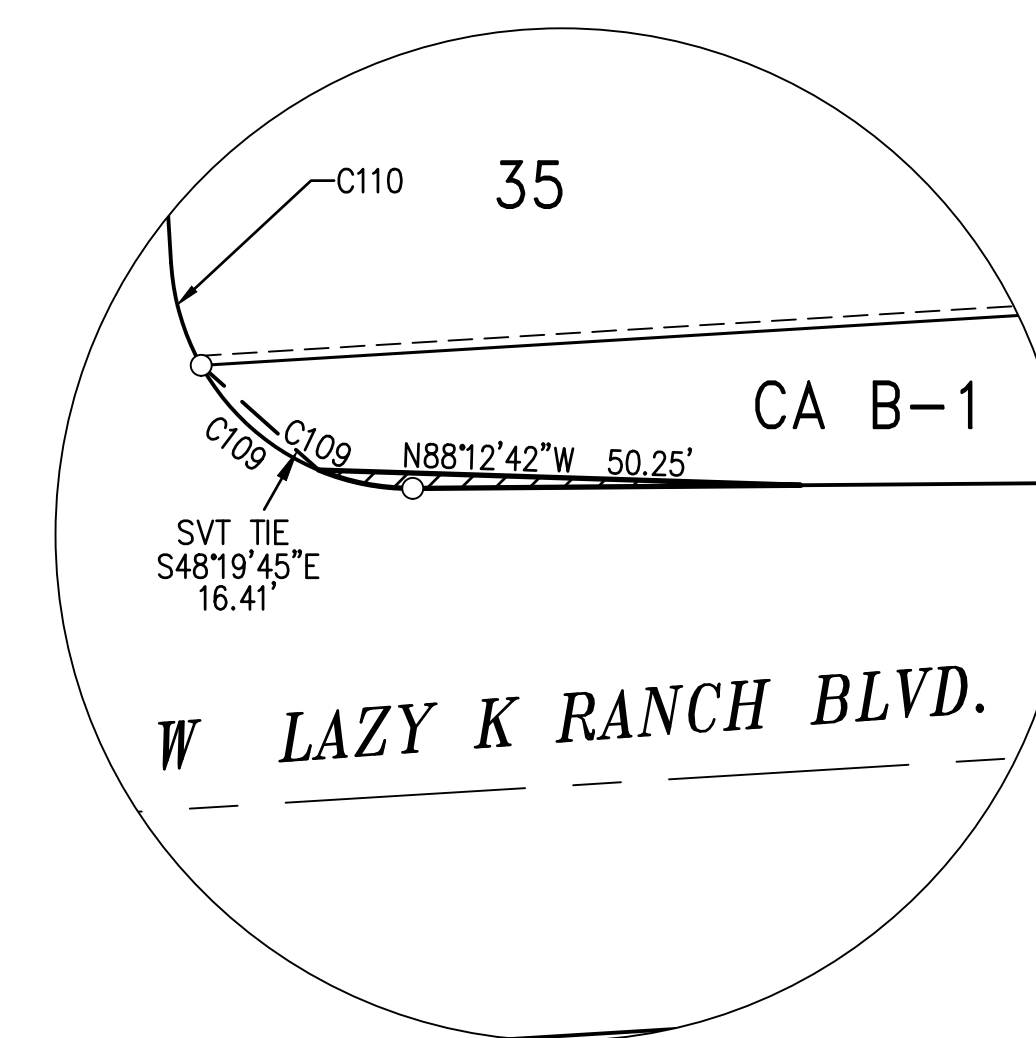
SIGHT VISIBILITY TRIANGLE DETAIL  
SCALE: 1"=40'



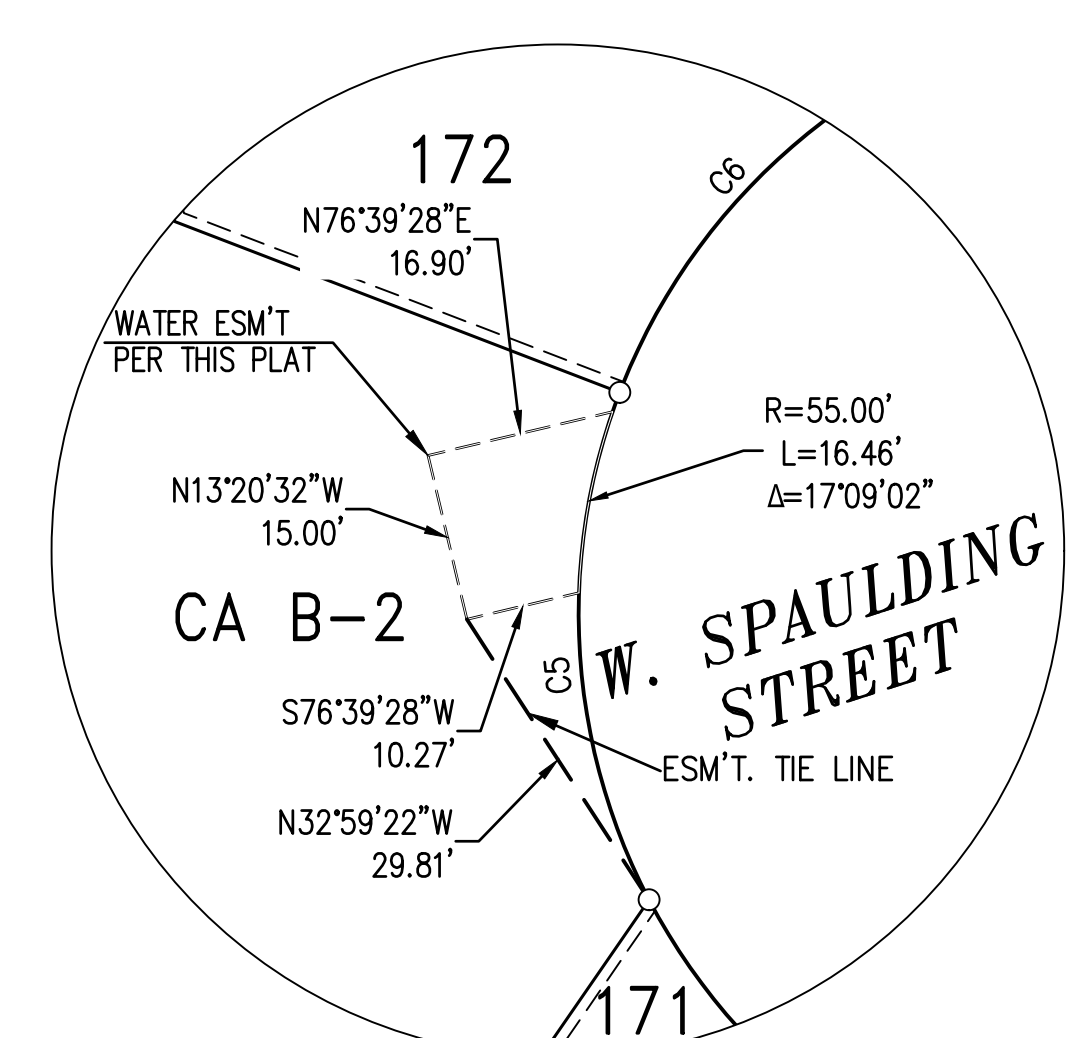
SIGHT VISIBILITY TRIANGLE DETAIL  
SCALE: 1"=40'



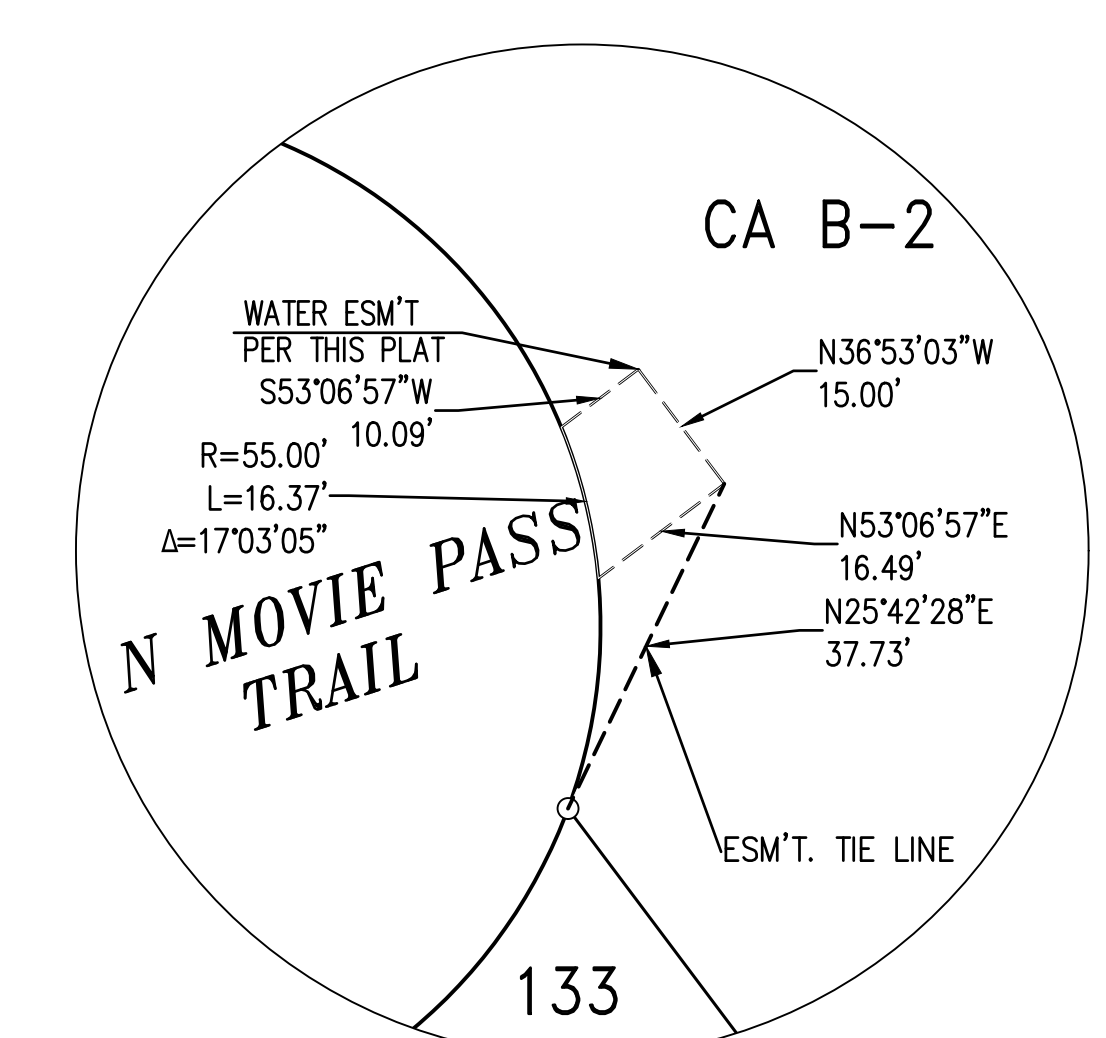
SIGHT VISIBILITY TRIANGLE DETAIL  
SCALE: 1"=40'



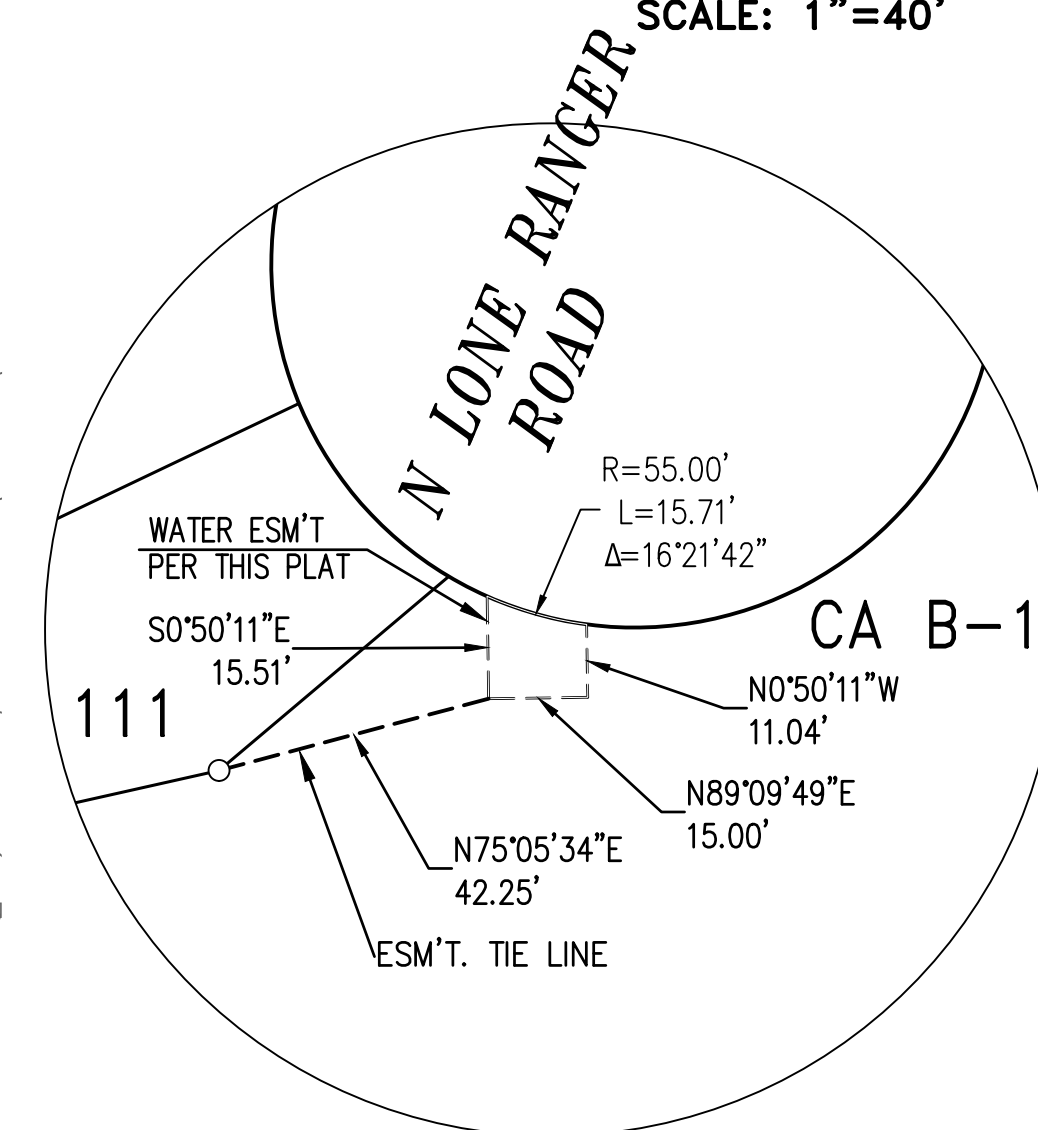
SIGHT VISIBILITY TRIANGLE DETAIL  
SCALE: 1"=40'



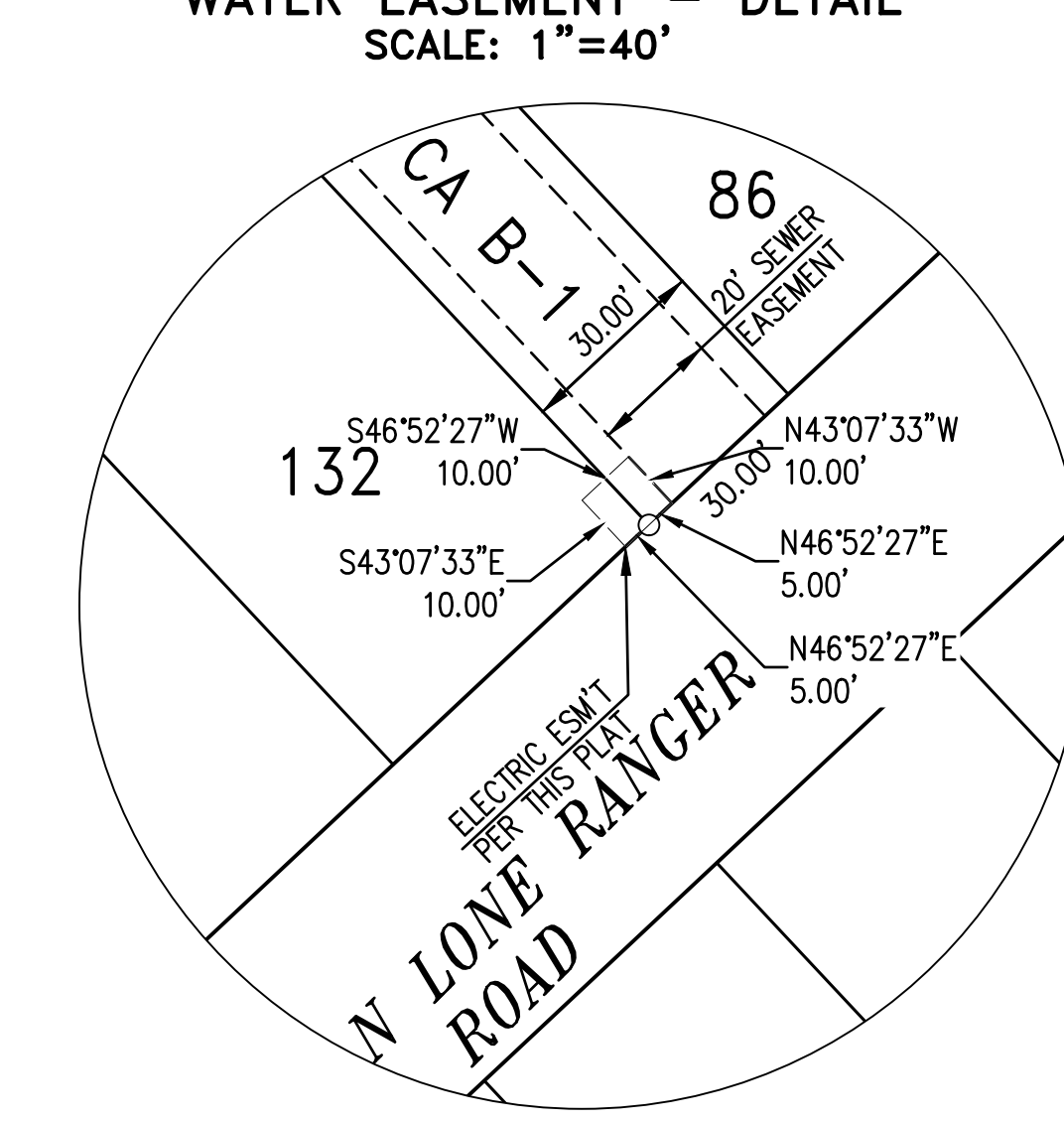
WATER EASEMENT - DETAIL  
SCALE: 1"=40'



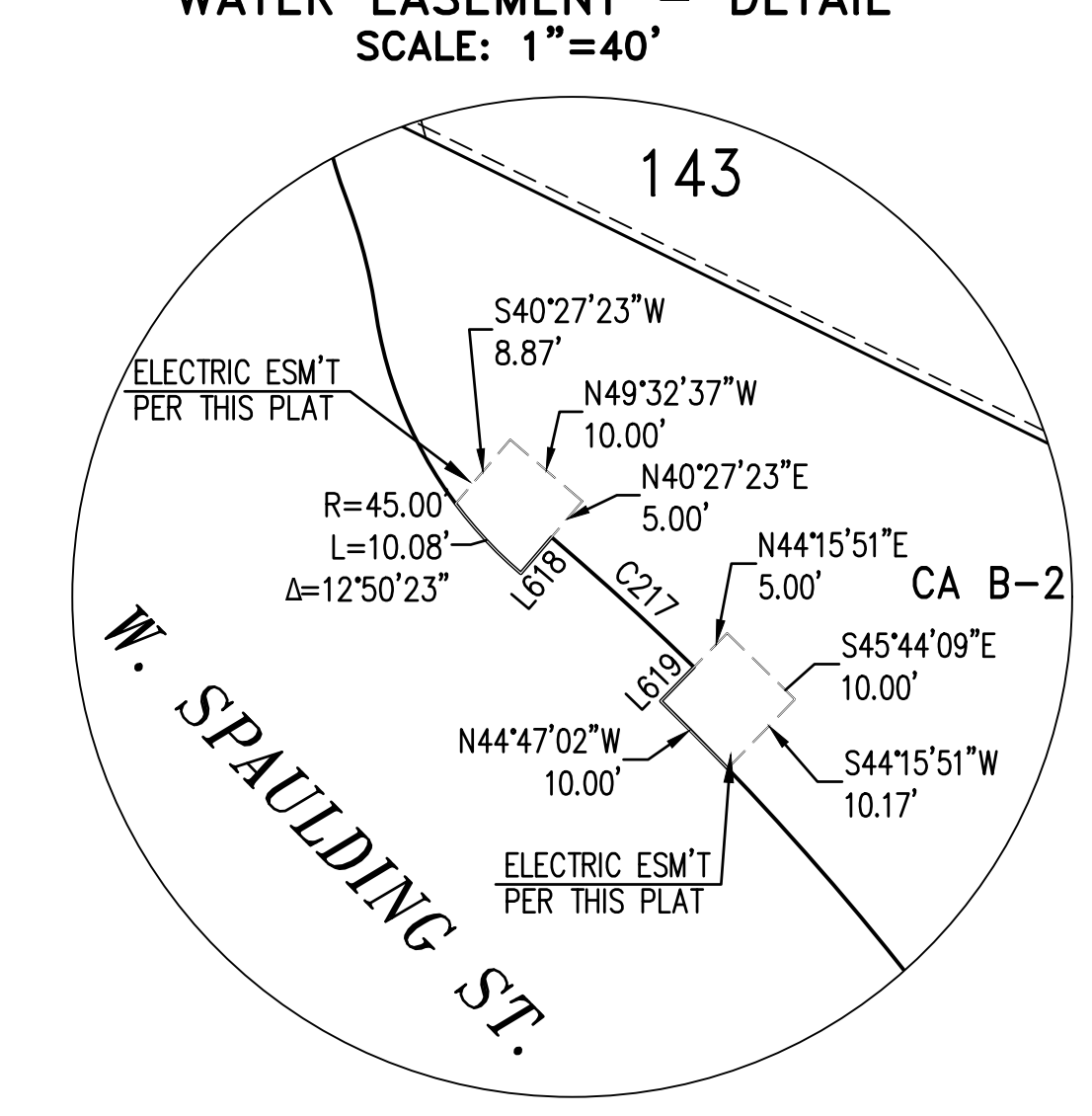
WATER EASEMENT - DETAIL  
SCALE: 1"=40'



WATER EASEMENT - DETAIL  
SCALE: 1"=40'



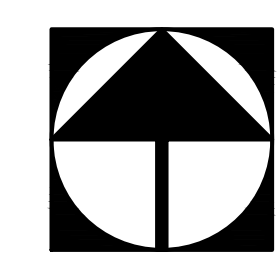
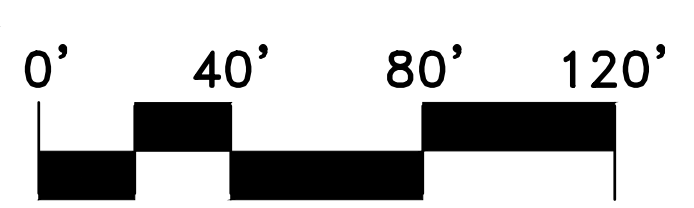
ELECTRIC EASEMENT - DETAIL  
SCALE: 1"=40'



ELECTRIC EASEMENT - DETAIL  
SCALE: 1"=40'

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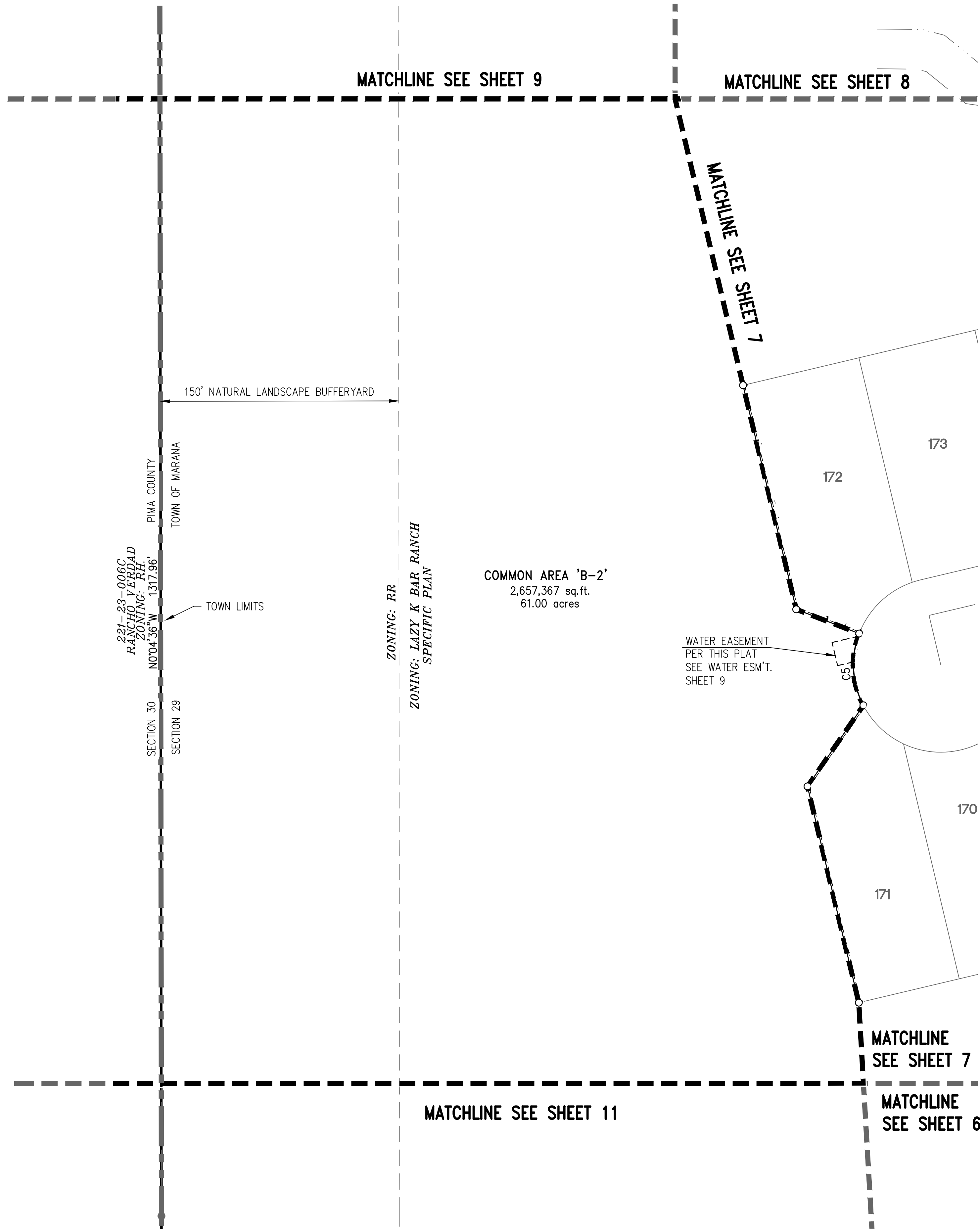
**FINAL PLAT**  
**LAZY K BAR RANCH**  
LOTS 1 THROUGH 178 AND C.A. "A-1" & "A-2" (PRIVATE STREETS),  
C.A. "B-1" & "B-2" (NATURAL OPEN SPACE, PEDESTRIAN, DRAINAGE,  
LANDSCAPE, PUBLIC SEWER AND UTILITIES),  
C.A. "C" (ACTIVE OPEN SPACE)  
A PORTION OF SECTION 29,  
TOWNSHIP 12 SOUTH, RANGE 12 EAST, G&SRM  
TOWN OF MARANA, PIMA COUNTY, ARIZONA.  
PRV1809-003 RELATED CASE# PC21612-001  
SCALE: 1" = 40'

DECEMBER 2018

SHEET 9 OF 14

SEQ. #

Page 21 of 182



| Curve Table |         |        |            |             |         |
|-------------|---------|--------|------------|-------------|---------|
| Curve #     | Length  | Radius | Delta      | Chord       | Dist.   |
| C1          | 54.11'  | 45.00  | 68°53'59"  | S42°12'28"W | 50.91'  |
| C2          | 33.59'  | 55.00  | 34°59'39"  | S25°15'18"W | 33.07'  |
| C3          | 69.61'  | 55.00  | 72°30'50"  | S79°00'33"W | 65.05'  |
| C4          | 35.62'  | 55.00  | 37°06'22"  | N46°10'52"W | 35.00'  |
| C5          | 238.93' | 55.00  | 248°53'59" | S47°47'32"E | 90.71'  |
| C6          | 47.92'  | 55.00  | 49°55'17"  | N45°57'42"E | 46.42'  |
| C7          | 10.00'  | 223.00 | 2°34'13"   | N77°56'34"E | 10.00'  |
| C8          | 75.77'  | 223.00 | 19°28'06"  | N88°57'43"E | 75.41'  |
| C9          | 1.42'   | 45.00  | 1°48'27"   | S82°12'27"E | 1.42'   |
| C10         | 44.53'  | 45.00  | 56°42'00"  | N68°32'19"E | 42.74'  |
| C11         | 35.01'  | 55.00  | 36°28'08"  | N58°25'24"E | 34.42'  |
| C12         | 57.18'  | 55.00  | 59°34'06"  | S73°33'29"E | 54.64'  |
| C13         | 147.95' | 55.00  | 154°07'49" | N62°44'46"W | 107.21' |
| C14         | 53.52'  | 45.00  | 68°08'16"  | S19°44'59"E | 50.42'  |
| C15         | 78.57'  | 45.00  | 100°02'38" | N76°09'34"E | 68.97'  |
| C16         | 16.20'  | 177.00 | 5°14'38"   | S79°16'47"W | 16.19'  |
| C17         | 54.11'  | 45.00  | 68°53'59"  | N18°39'57"E | 50.91'  |
| C18         | 31.52'  | 55.00  | 32°50'19"  | S36°41'47"W | 31.09'  |
| C19         | 44.85'  | 177.00 | 14°31'09"  | S45°51'23"W | 44.73'  |
| C20         | 38.49'  | 177.00 | 12°27'33"  | S32°22'02"W | 38.41'  |
| C21         | 24.85'  | 45.00  | 31°38'32"  | S10°18'59"W | 24.54'  |
| C22         | 12.18'  | 45.00  | 15°30'51"  | S13°15'42"E | 12.15'  |
| C23         | 12.23'  | 55.00  | 12°44'36"  | N14°38'50"W | 12.21'  |
| C24         | 32.41'  | 45.00  | 41°16'05"  | S28°54'34"E | 31.72'  |
| C25         | 110.89' | 301.00 | 21°06'27"  | N35°10'56"W | 110.26' |
| C26         | 47.60'  | 25.00  | 109°05'52" | N84°18'42"E | 40.73'  |
| C27         | 20.09'  | 823.00 | 1°23'56"   | N30°27'44"E | 20.09'  |
| C28         | 55.00'  | 823.00 | 3°49'44"   | N33°04'34"E | 54.99'  |
| C29         | 55.00'  | 823.00 | 3°49'44"   | N36°54'18"E | 54.99'  |
| C30         | 55.00'  | 823.00 | 3°49'44"   | N40°44'03"E | 54.99'  |
| C31         | 55.00'  | 823.00 | 3°49'44"   | N44°33'47"E | 54.99'  |
| C32         | 5.69'   | 823.00 | 0°23'47"   | N46°40'33"E | 5.69'   |
| C33         | 20.79'  | 223.00 | 5°20'34"   | N49°32'44"E | 20.79'  |
| C34         | 59.05'  | 223.00 | 15°10'19"  | N59°48'10"E | 58.88'  |
| C35         | 69.44'  | 223.00 | 17°50'28"  | N76°18'33"E | 69.16'  |
| C36         | 18.57'  | 223.00 | 4°46'13"   | N87°36'54"E | 18.56'  |
| C37         | 16.39'  | 25.00  | 37°33'12"  | N71°13'24"E | 16.09'  |
| C38         | 39.27'  | 25.00  | 90°00'00"  | N45°00'00"E | 35.36'  |
| C39         | 37.04'  | 45.00  | 47°09'23"  | N30°14'26"W | 36.00'  |
| C40         | 13.78'  | 55.00  | 14°21'24"  | S13°50'26"E | 13.75'  |
| C41         | 37.04'  | 45.00  | 47°09'23"  | N2°33'34"E  | 36.00'  |
| C42         | 21.96'  | 45.00  | 27°57'54"  | N12°09'18"E | 21.75'  |
| C43         | 29.06'  | 677.00 | 2°27'33"   | N27°22'02"E | 29.05'  |
| C44         | 87.17'  | 677.00 | 7°22'40"   | N32°17'08"E | 87.11'  |
| C45         | 58.66'  | 677.00 | 4°57'53"   | N38°27'24"E | 58.65'  |
| C46         | 36.61'  | 45.00  | 46°36'56"  | N64°14'49"E | 35.61'  |
| C47         | 2.97'   | 45.00  | 3°46'52"   | N89°26'43"E | 2.97'   |
| C48         | 84.62'  | 55.00  | 88°09'18"  | N47°15'30"E | 76.52'  |
| C49         | 14.67'  | 45.00  | 18°40'54"  | N12°31'19"E | 14.61'  |
| C50         | 24.91'  | 45.00  | 31°42'54"  | N37°43'13"E | 24.59'  |

| Curve Table |         |        |            |             |        |
|-------------|---------|--------|------------|-------------|--------|
| Curve #     | Length  | Radius | Delta      | Chord       | Dist.  |
| C51         | 68.14'  | 677.00 | 5°46'01"   | N56°27'40"E | 68.11' |
| C52         | 48.36'  | 677.00 | 4°05'35"   | N61°23'28"E | 48.35' |
| C53         | 58.70'  | 55.00  | 61°08'51"  | N32°51'50"E | 55.95' |
| C54         | 238.93' | 55.00  | 248°53'59" | S61°00'44"E | 90.71' |
| C55         | 79.80'  | 55.00  | 83°07'58"  | N87°12'48"W | 72.98' |
| C56         | 54.41'  | 55.00  | 56°40'56"  | S22°52'44"W | 52.22' |
| C57         | 47.43'  | 45.00  | 60°23'38"  | S24°44'05"W | 45.27' |
| C58         | 6.68'   | 45.00  | 8°30'21"   | S59°11'05"W | 6.67'  |
| C59         | 53.96'  | 723.00 | 4°16'35"   | S61°17'58"W | 53.95' |
| C60         | 69.75'  | 723.00 | 5°31'39"   | S56°23'51"W | 69.72' |
| C61         | 8.12'   | 723.00 | 0°38'36"   | S53°18'43"W | 8.12'  |
| C62         | 34.84'  | 45.00  | 44°21'24"  | S75°10'08"W | 33.97' |
| C63         | 36.80'  | 55.00  | 38°20'22"  | S78°10'39"W | 36.12' |
| C64         | 59.36'  | 55.00  | 61°50'17"  | S28°05'19"W | 56.52' |
| C65         | 21.27'  | 45.00  | 27°05'17"  | S10°42'49"W | 21.08' |
| C66         | 13.56'  | 45.00  | 17°16'08"  | S32°53'31"W | 13.51' |
| C67         | 56.42'  | 723.00 | 4°28'16"   | S39°17'27"W | 56.41' |
| C68         | 69.74'  | 723.00 | 5°31'36"   | S34°17'31"W | 69.71' |
| C69         | 68.03'  | 723.00 | 5°23'28"   | S28°49'59"W | 68.00' |
| C70         | 86.70'  | 45.00  | 110°23'22" | S81°19'56"W | 73.90' |
| C71         | 81.90'  | 249.00 | 18°50'40"  | N34°03'02"W | 81.53' |
| C72         | 33.60'  | 25.00  | 77°00'29"  | N8°44'29"W  | 31.13' |
| C73         | 10.69'  | 25.00  | 24°29'21"  | N17°31'05"E | 10.60' |
| C75         | 91.06'  | 577.00 | 9°02'33"   | N36°47'58"E | 90.97' |
| C76         | 28.63'  | 577.00 | 2°50'34"   | N42°44'31"E | 28.63' |
| C77         | 25.10'  | 55.00  | 26°09'00"  | N31°05'19"E | 24.88' |
| C78         | 38.92'  | 55.00  | 40°32'40"  | N2°15'31"W  | 38.11' |
| C79         | 35.24'  | 55.00  | 36°42'41"  | N40°53'11"W | 34.64' |
| C80         | 238.93' | 55.00  | 248°53'59" | S80°17'11"E | 90.71' |
| C81         | 39.33'  | 55.00  | 40°58'33"  | S4°14'54"E  | 38.50' |
| C82         | 54.11'  | 45.00  | 68°53'59"  | S9°42'49"W  | 50.91' |
| C83         | 40.67'  | 623.00 | 3°44'26"   | S42°17'36"W | 40.66' |
| C84         | 50.01'  | 623.00 | 4°35'59"   | S38°07'23"W | 50.00' |
| C85         | 50.01'  | 623.00 | 4°35'59"   | S33°31'25"W | 50.00' |
| C86         | 15.89'  | 623.00 | 1°27'39"   | S30°29'36"W | 15.89' |
| C87         | 8.14'   | 25.00  | 18°39'47"  | S39°05'39"W | 8.11'  |
| C88         | 39.27'  | 25.00  | 90°00'00"  | S74°45'46"W | 35.36' |
| C89         | 39.27'  | 25.00  | 90°00'00"  | S15°14'14"E | 35.36' |
| C90         | 22.30'  | 25.00  | 51°06'29"  | S4°12'32"W  | 21.57' |
| C91         | 36.94'  | 777.00 | 2°43'27"   | S31°07'30"W | 36.94' |
| C92         | 59.42'  | 777.00 | 4°22'53"   | S34°40'40"W | 59.40' |
| C93         | 59.42'  | 777.00 | 4°22'55"   | S39°03'34"W | 59.41' |
| C94         | 59.42'  | 777.00 | 4°22'55"   | S43°26'29"W | 59.41' |
| C95         | 16.84'  | 777.00 | 1°14'31"   | S46°15'11"W | 16.84' |
| C96         | 39.27'  | 25.00  | 90°00'00"  | N45°00'00"W | 35.36' |
| C97         | 68.56'  | 50.00  | 78°33'50"  | N80°28'51"E | 63.31' |
| C98         | 39.27'  | 25.00  | 90°00'00"  | N41°30'23"E | 35.36' |
| C99         | 16.72'  | 25.00  | 38°18'58"  | N15°39'52"E | 16.41' |
| C100        | 27.42'  | 223.00 | 7°02'46"   | N0°01'46"E  | 27.41' |
| C101        | 69.35'  | 223.00 | 17°49'06"  | N12°27'42"E | 69.07' |

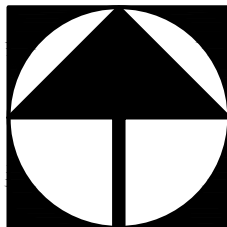
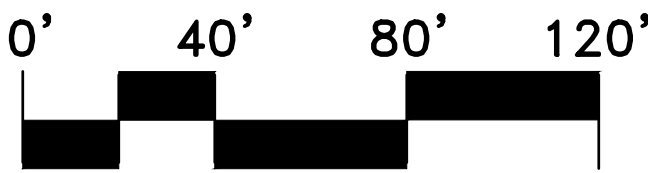
| Curve Table |         |        |            |             |         |
|-------------|---------|--------|------------|-------------|---------|
| Curve #     | Length  | Radius | Delta      | Chord       | Dist.   |
| C102        | 69.35'  | 223.00 | 17°49'06"  | N30°16'47"E | 69.07'  |
| C103        | 29.91'  | 223.00 | 7°41'07"   | N43°01'53"E | 29.89'  |
| C104        | 19.71'  | 377.00 | 2°59'42"   | N45°22'36"E | 19.70'  |
| C105        | 74.33'  | 377.00 | 11°17'49"  | N38°13'50"E | 74.21'  |
| C106        | 74.33'  | 377.00 | 11°17'49"  | N26°56'01"E | 74.21'  |
| C107        | 74.33'  | 377.00 | 11°17'49"  | N15°38'12"E | 74.21'  |
| C108        | 65.72'  | 377.00 | 9°59'17"   | N4°59'39"E  | 65.64'  |
| C109        | 37.95'  | 25.00  | 86°58'59"  | S46°59'06"E | 34.41'  |
| C110        | 37.95'  | 25.00  | 86°58'59"  | S46°59'06"E | 34.41'  |
| C112        | 86.49'  | 177.00 | 27°59'51"  | S32°52'31"W | 85.63'  |
| C113        | 23.98'  | 423.00 | 3°14'52"   | S45°15'01"W | 23.97'  |
| C114        | 49.68'  | 423.00 | 6°43'43"   | S40°15'43"W | 49.65'  |
| C115        | 49.68'  | 423.00 | 6°43'43"   | S33°32'00"W | 49.65'  |
| C116        | 69.59'  | 423.00 | 9°25'32"   | S25°27'22"W | 69.51'  |
| C117        | 69.59'  | 423.00 | 9°25'32"   | S16°01'51"W | 69.51'  |
| C118        | 69.59'  | 423.00 | 9°25'32"   | S6°36'19"W  | 69.51'  |
| C119        | 13.97'  | 423.00 | 1°53'34"   | S0°56'47"W  | 13.97'  |
| C120        | 35.16'  | 45.00  | 44°45'54"  | N37°51'17"W | 34.27'  |
| C121        | 88.28'  | 55.00  | 91°58'01"  | S61°27'20"E | 79.11'  |
| C122        | 36.32'  | 45.00  | 46°14'48"  | N84°18'56"W | 35.34'  |
| C123        | 22.91'  | 45.00  | 29°10'04"  | N75°46'34"W | 22.66'  |
| C124        | 47.85'  | 373.00 | 7°20'58"   | N64°52'01"W | 47.81'  |
| C125        | 69.78'  | 373.00 | 10°43'08"  | N73°54'04"W | 69.68'  |
| C126        | 69.95'  | 373.00 | 10°44'42"  | N84°37'59"W | 69.85'  |
| C127        | 38.74'  | 373.00 | 5°57'04"   | S87°01'08"W | 38.73'  |
| C129        | 59.64'  | 60.00  | 56°57'18"  | S76°28'08"W | 57.22'  |
| C130        | 32.29'  | 60.00  | 30°50'04"  | S32°34'27"W | 31.90'  |
| C131        | 33.84'  | 60.00  | 32°18'48"  | S1°00'02"W  | 33.39'  |
| C132        | 16.88'  | 223.00 | 4°20'12"   | S2°16'37"E  | 16.87'  |
| C133        | 40.23'  | 223.00 | 10°20'08"  | S9°36'47"E  | 40.17'  |
| C134        | 37.71'  | 25.00  | 86°26'10"  | S28°26'14"W | 34.24'  |
| C135        | 15.60'  | 50.00  | 17°52'45"  | S84°51'51"W | 15.54'  |
| C136        | 51.75'  | 194.50 | 15°14'35"  | S78°34'29"E | 51.59'  |
| C137        | 96.75'  | 127.50 | 43°28'32"  | N87°18'33"E | 94.44'  |
| C138        | 21.32'  | 50.00  | 24°25'43"  | N77°47'08"E | 21.16'  |
| C139        | 90.57'  | 45.00  | 115°19'09" | S5°29'27"E  | 76.04'  |
| C140        | 187.23' | 327.00 | 32°48'23"  | S79°33'13"E | 184.69' |
| C141        | 50.94'  | 327.00 | 8°55'33"   | S85°13'36"E | 50.89'  |
| C142        | 35.77'  | 327.00 | 6°16'02"   | N87°10'37"E | 35.75'  |
| C143        | 47.22'  | 530.00 | 5°06'17"   | N86°35'44"E | 47.20'  |
| C144        | 3.43'   | 25.00  | 7°52'16"   | N85°57'47"E | 3.43'   |
| C145        | 39.27'  | 25.00  | 90°00'26"  | N44°53'42"E | 35.36'  |
| C146        | 44.86'  | 177.00 | 14°31'18"  | N7°22'10"W  | 44.74'  |
| C147        | 40.07'  | 25.00  | 91°49'45"  | N60°32'41"W | 35.92'  |
| C148        | 10.15'  | 15.00  | 38°45'13"  | S67°01'23"W | 9.95'   |
| C149        | 17.86'  | 27.50  | 37°13'04"  | S66°15'18"W | 17.55'  |
| C150        | 17.86'  | 27.50  | 37°13'04"  | N78°38'15"W | 17.55'  |
| C151        | 10.15'  | 15.00  | 38°45'13"  | N79°24'20"W | 9.95'   |
| C152        | 38.99'  | 25.00  | 89°22'12"  | N29°01'22"E | 35.16'  |
| C153        | 48.96'  | 220.85 | 12°42'07"  | N9°22'22"W  | 48.86'  |

FINAL PLAT  
LAZY K BAR RANCH

LOTS 1 THROUGH 178 AND C.A. "A-1" & "A-2" (PRIVATE STREETS),  
C.A. "B-1" & "B-2" (NATURAL OPEN SPACE, PEDESTRIAN, DRAINAGE,  
LANDSCAPE, PUBLIC SEWER AND UTILITIES),  
C.A. "C" (ACTIVE OPEN SPACE)  
A PORTION OF SECTION 29,  
TOWNSHIP 12 SOUTH, RANGE 12 EAST, Q&SRM  
TOWN OF MARANA, PIMA COUNTY, ARIZONA.  
PRV1809-003 RELATED CASE# PC21612-001

The  
WLB  
Group INC.

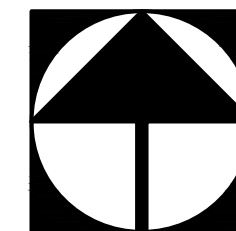
Engineering • Planning • Surveying  
Landscape Architecture • Urban Design  
Offices located in: Tucson, Phoenix,  
Flagstaff, and Las Vegas, NV  
1600 W Broadway Rd, Ste. 150  
Tempe Az. 85282 PH.(480) 736-1600



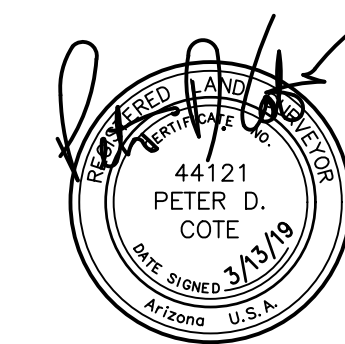


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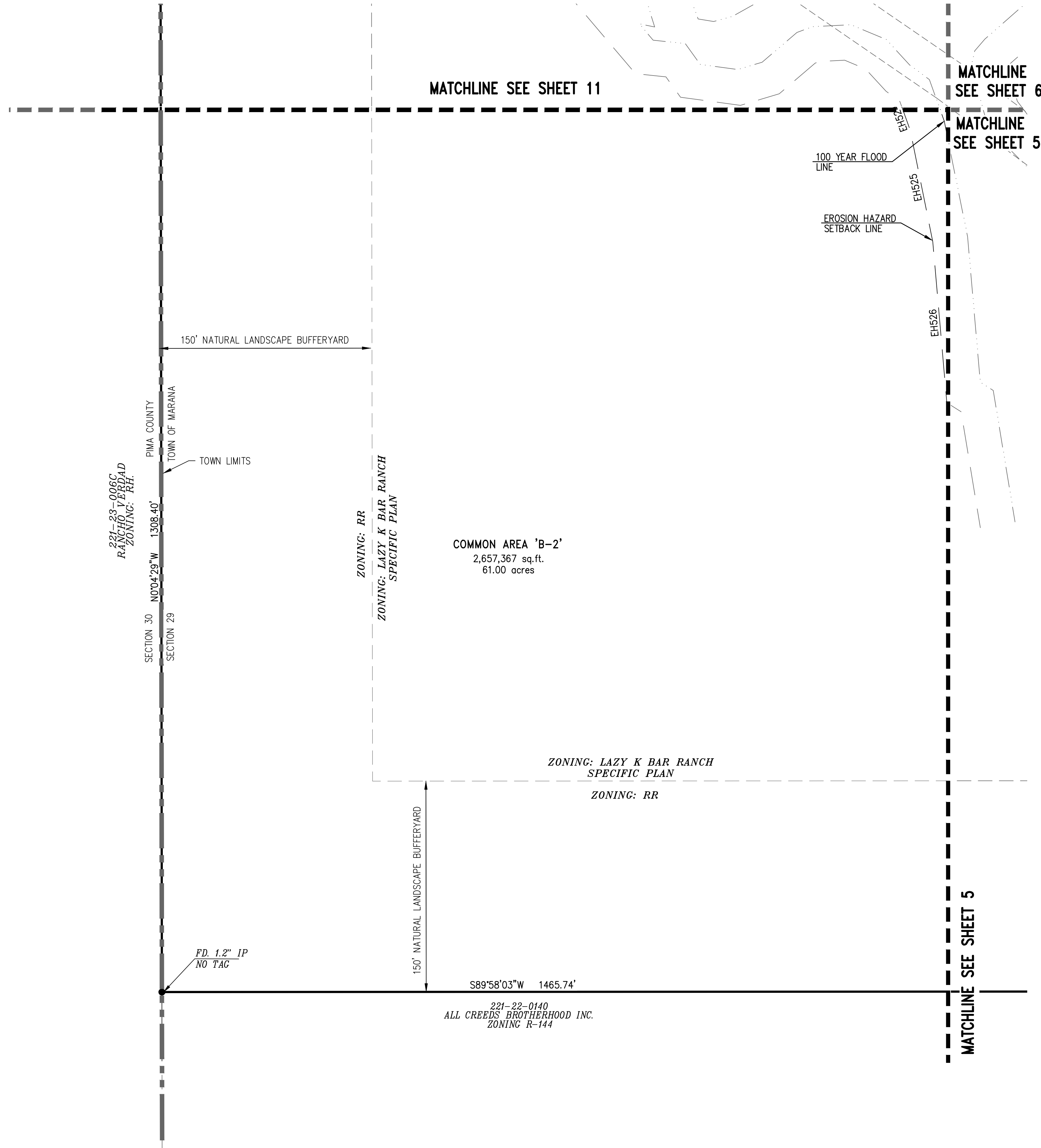
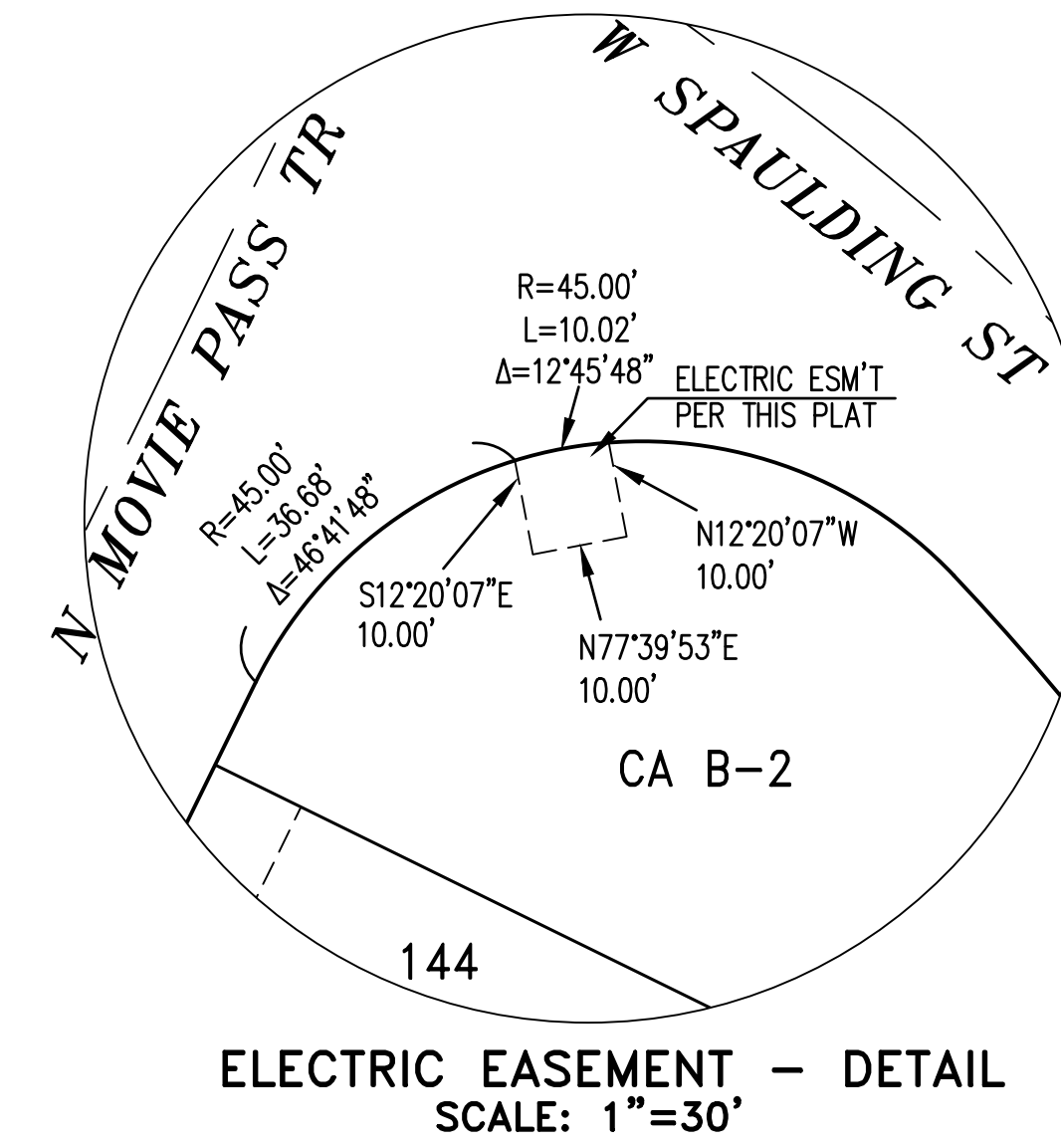
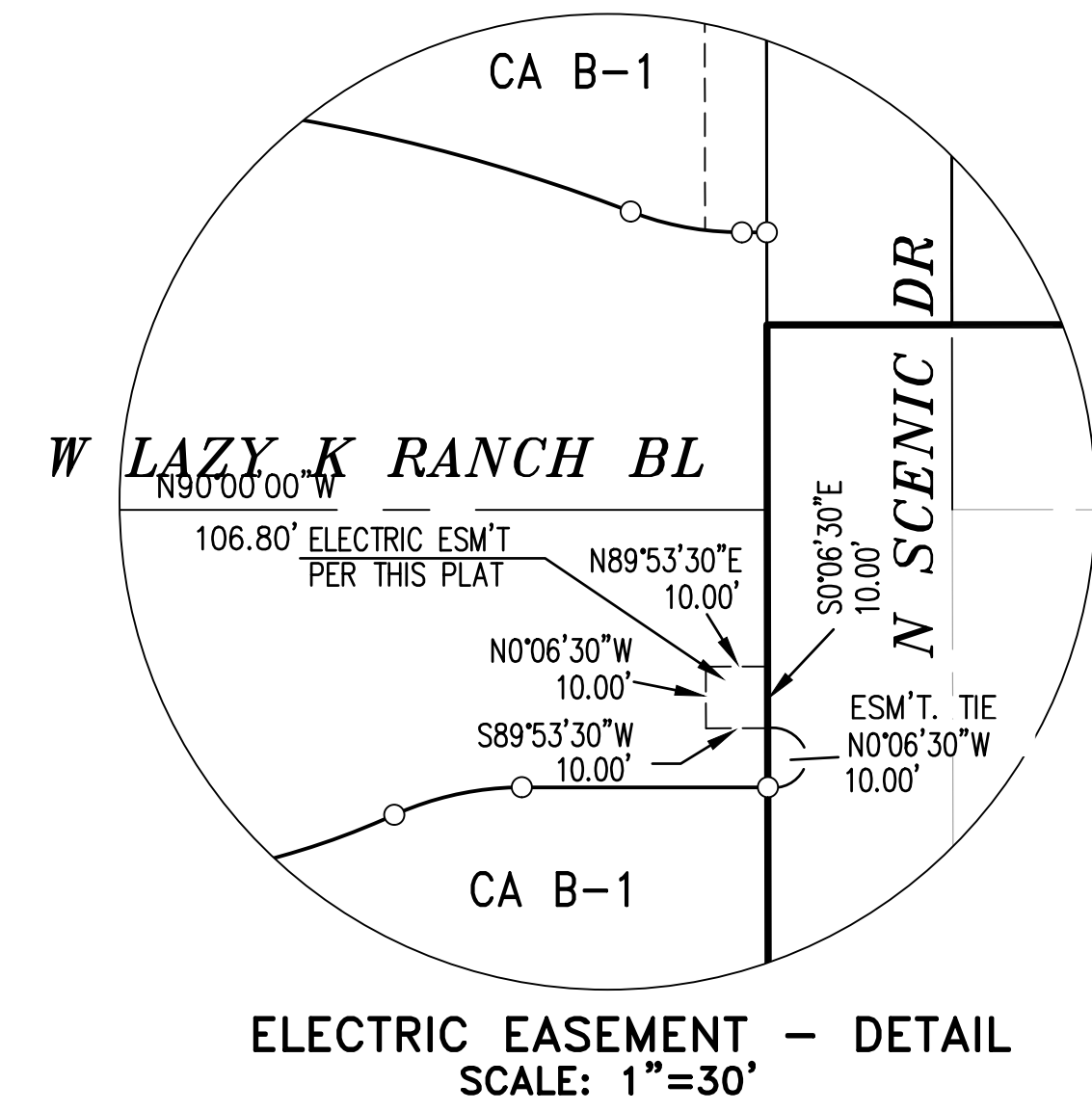
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0' 40' 80' 120'



**FINAL PLAT**  
**LAZY K BAR RANCH**  
LOTS 1 THROUGH 178 AND C.A. "A-1" & "A-2" (PRIVATE STREETS),  
C.A. "B-1" & "B-2" (NATURAL OPEN SPACE, PEDESTRIAN, DRAINAGE,  
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A PORTION OF SECTION 29,  
TOWNSHIP 12 SOUTH, RANGE 12 EAST, G&SRM  
TOWN OF MARANA, PIMA COUNTY, ARIZONA.  
PRV1809-003 RELATED CASE# PCZ1612-001  
DECEMBER 2018 SCALE: 1" = 40' **SHEET 12 OF 14**



| 100 Year Flood Line Table |         |             |
|---------------------------|---------|-------------|
| Line                      | Length  | Direction   |
| FL1                       | 92.90'  | S47°47'49"W |
| FL2                       | 116.73' | S61°44'27"W |
| FL3                       | 114.71' | S59°46'59"W |
| FL4                       | 20.18'  | S17°37'51"W |
| FL5                       | 13.26'  | S49°58'43"E |
| FL6                       | 18.80'  | N89°44'40"E |
| FL7                       | 13.13'  | S27°46'34"E |
| FL8                       | 24.29'  | S29°09'00"W |
| FL9                       | 72.69'  | S62°21'44"W |
| FL10                      | 20.35'  | N75°13'49"W |
| FL11                      | 18.13'  | S77°55'52"W |
| FL12                      | 63.70'  | N53°49'18"W |
| FL13                      | 12.84'  | S75°04'25"W |
| FL14                      | 29.01'  | S5°14'39"W  |
| FL15                      | 82.73'  | S80°11'10"W |
| FL16                      | 56.69'  | N67°57'22"W |
| FL17                      | 45.17'  | S76°53'14"W |
| FL18                      | 24.36'  | S36°44'13"W |
| FL19                      | 143.90' | S70°39'57"W |
| FL20                      | 80.20'  | S9°46'40"W  |
| FL21                      | 76.01'  | S71°41'29"W |
| FL22                      | 94.49'  | N74°46'25"W |
| FL23                      | 156.00' | S79°50'44"W |
| FL24                      | 50.17'  | N83°58'29"W |
| FL25                      | 82.31'  | N71°00'11"W |
| FL26                      | 15.00'  | N38°15'38"W |
| FL27                      | 21.66'  | N60°57'47"W |
| FL28                      | 16.17'  | S88°38'43"W |
| FL29                      | 29.03'  | N59°28'18"W |
| FL30                      | 46.35'  | N89°38'56"W |
| FL31                      | 20.48'  | N43°36'45"W |
| FL32                      | 112.80' | N60°51'47"W |
| FL33                      | 29.92'  | N57°11'40"W |
| FL34                      | 34.19'  | N38°59'56"W |
| FL35                      | 35.67'  | N18°28'48"W |
| FL36                      | 241.90' | S53°57'54"E |
| FL37                      | 76.46'  | S60°10'53"E |
| FL38                      | 30.87'  | N88°40'20"E |
| FL39                      | 24.79'  | S63°07'22"E |
| FL40                      | 44.09'  | N86°46'59"E |
| FL41                      | 26.65'  | S61°31'08"E |
| FL42                      | 15.73'  | S19°00'35"E |
| FL43                      | 24.90'  | N83°03'56"E |
| FL44                      | 42.13'  | S74°11'17"E |
| FL45                      | 20.96'  | N80°15'48"E |
| FL46                      | 17.45'  | N62°13'36"E |
| FL47                      | 54.28'  | N84°29'26"E |
| FL48                      | 20.75'  | N77°13'49"E |
| FL49                      | 112.73' | S73°27'15"E |
| FL50                      | 18.89'  | S59°29'19"W |

| 100 Year Flood Line Table |        |             |
|---------------------------|--------|-------------|
| Line                      | Length | Direction   |
| FL51                      | 28.49' | N76°53'20"W |
| FL52                      | 27.70' | S67°53'33"W |
| FL53                      | 42.90' | S88°53'33"W |
| FL54                      | 13.97' | N77°51'13"W |
| FL55                      | 33.89' | S71°34'39"W |
| FL56                      | 54.89' | N76°30'19"W |
| FL57                      | 48.20' | S83°44'50"W |
| FL58                      | 18.93' | S17°26'30"W |
| FL59                      | 17.04' | S3°32'05"E  |
| FL60                      | 96.98' | S62°48'32"W |
| FL61                      | 66.16' | S60°09'28"W |
| FL62                      | 45.94' | S77°32'01"W |
| FL63                      | 48.46' | N87°58'02"W |
| FL64                      | 27.75' | N60°05'10"W |
| FL65                      | 15.90' | N29°18'48"W |
| FL66                      | 23.32' | N53°12'47"W |
| FL67                      | 71.15' | N58°20'28"W |
| FL68                      | 68.73' | N77°48'19"W |
| FL69                      | 43.34' | N88°24'54"W |
| FL70                      | 43.32' | N82°13'28"W |
| FL71                      | 30.62' | S72°47'09"W |
| FL72                      | 27.06' | S89°43'05"W |
| FL73                      | 27.86' | S89°26'49"E |
| FL74                      | 14.85' | S75°50'52"E |
| FL75                      | 30.51' | S50°55'35"E |
| FL76                      | 11.69' | S82°03'44"E |
| FL77                      | 61.69' | N76°07'30"E |
| FL78                      | 59.90' | S87°39'28"E |
| FL79                      | 93.02' | S50°10'37"E |
| FL80                      | 49.98' | S57°58'17"E |
| FL81                      | 41.29' | N79°54'58"E |
| FL82                      | 36.18' | S89°27'17"E |
| FL83                      | 18.01' | N70°50'14"E |
| FL84                      | 55.39' | S87°26'37"E |
| FL85                      | 26.81' | N47°06'12"E |
| FL86                      | 48.64' | N80°54'28"E |
| FL87                      | 33.77' | N48°15'31"E |
| FL88                      | 15.62' | S87°11'39"E |
| FL89                      | 39.88' | N49°02'45"E |
| FL90                      | 40.30' | N85°44'17"E |
| FL91                      | 41.52' | N65°05'50"E |
| FL92                      | 66.82' | S88°41'33"E |
| FL93                      | 31.50' | S72°54'32"E |
| FL94                      | 11.09' | S24°41'32"W |
| FL95                      | 18.74' | S70°55'10"W |
| FL96                      | 34.68' | S35°32'50"W |
| FL97                      | 35.57' | N77°37'22"W |
| FL98                      | 41.96' | S58°17'21"W |
| FL99                      | 31.96' | N65°57'28"W |
| FL100                     | 14.28' | S80°05'40"W |

| 100 Year Flood Line Table |         |             |
|---------------------------|---------|-------------|
| Line                      | Length  | Direction   |
| FL101                     | 28.39'  | S8°58'44"W  |
| FL102                     | 34.64'  | S32°39'28"W |
| FL103                     | 34.04'  | S17°58'31"W |
| FL104                     | 42.41'  | S6°33'03"W  |
| FL105                     | 24.12'  | S44°18'08"W |
| FL106                     | 25.03'  | S52°45'13"W |
| FL107                     | 22.08'  | S76°03'35"W |
| FL108                     | 17.51'  | S34°20'18"W |
| FL109                     | 119.60' | S12°48'31"W |
| FL110                     | 87.00'  | S55°39'08"W |
| FL111                     | 21.65'  | N79°19'03"W |
| FL112                     | 47.67'  | S53°30'32"W |
| FL113                     | 50.58'  | S43°32'34"W |
| FL114                     | 15.79'  | S15°13'05"W |
| FL115                     | 81.52'  | S48°27'42"W |
| FL116                     | 36.90'  | S38°53'51"W |
| FL117                     | 29.49'  | S21°45'52"W |
| FL118                     | 45.41'  | S50°51'25"W |
| FL119                     | 16.65'  | S65°41'56"W |
| FL120                     | 27.17'  | S44°46'37"W |
| FL121                     | 31.72'  | S18°44'00"W |
| FL122                     | 28.48'  | S33°52'53"W |
| FL123                     | 28.22'  | S63°13'13"W |
| FL124                     | 30.20'  | N81°45'14"E |
| FL125                     | 50.44'  | N43°48'59"E |
| FL126                     | 47.89'  | N28°32'43"E |
| FL127                     | 79.49'  | N41°30'06"E |
| FL128                     | 56.66'  | N32°13'46"E |
| FL129                     | 32.78'  | N66°53'08"E |
| FL130                     | 36.52'  | N47°27'58"E |
| FL131                     | 57.50'  | N32°48'22"E |
| FL132                     | 26.43'  | N51°13'21"E |
| FL133                     | 5.12'   | N79°22'45"E |
| FL134                     | 25.72'  | N55°13'36"E |
| FL135                     | 16.97'  | N10°39'08"E |
| FL136                     | 87.00'  | N55°39'08"E |
| FL137                     | 37.59'  | N70°24'52"E |
| FL138                     | 22.03'  | N42°29'09"E |
| FL139                     | 19.00'  | N31°08'16"E |
| FL140                     | 89.08'  | N52°48'52"E |
| FL141                     | 48.69'  | N23°26'29"E |
| FL142                     | 14.36'  | N27°57'52"W |
| FL143                     | 64.87'  | N38°45'21"E |
| FL144                     | 16.03'  | N76°01'36"E |
| FL145                     | 62.59'  | N65°05'42"E |
| FL146                     | 29.88'  | N37°33'52"E |
| FL147                     | 16.40'  | N18°51'38"E |
| FL148                     | 47.55'  | N52°11'27"E |
| FL149                     | 65.23'  | N53°05'44"E |
| FL150                     | 7.04'   | N9°52'21"E  |

| 100 Year Flood Line Table |         |             |
|---------------------------|---------|-------------|
| Line                      | Length  | Direction   |
| FL151                     | 9.99'   | N5°11'56"W  |
| FL152                     | 40.96'  | N45°56'33"E |
| FL154                     | 9.09'   | N78°53'18"E |
| FL155                     | 41.00'  | S78°13'08"E |
| FL156                     | 22.86'  | N86°59'26"E |
| FL157                     | 22.29'  | N32°31'21"E |
| FL158                     | 23.44'  | N10°48'25"E |
| FL159                     | 46.74'  | N62°28'47"E |
| FL160                     | 29.65'  | S82°20'12"E |
| FL161                     | 25.11'  | S19°23'41"E |
| FL162                     | 14.73'  | S8°24'14"E  |
| FL163                     | 14.59'  | S25°39'24"E |
| FL164                     | 48.13'  | S18°02'35"W |
| FL165                     | 17.85'  | S1°49'25"E  |
| FL166                     | 24.04'  | S17°35'46"E |
| FL167                     | 22.97'  | S27°32'17"E |
| FL168                     | 33.76'  | S26°57'18"W |
| FL169                     | 18.25'  | S24°20'12"W |
| FL170                     | 21.60'  | S39°06'45"W |
| FL171                     | 11.74'  | S42°46'07"W |
| FL172                     | 16.27'  | S11°03'21"W |
| FL173                     | 26.76'  | S33°07'28"W |
| FL174                     | 11.09'  | S63°03'05"W |
| FL175                     | 54.36'  | S42°49'23"W |
| FL176                     | 22.60'  | S77°08'47"W |
| FL177                     | 31.57'  | S54°24'31"W |
| FL178                     | 14.67'  | S15°44'30"W |
| FL179                     | 50.48'  | S36°12'19"W |
| FL180                     | 27.77'  | S53°33'14"W |
| FL181                     | 16.60'  | S75°17'38"W |
| FL182                     | 31.61'  | S86°05'16"W |
| FL183                     | 19.24'  | S60°41'56"W |
| FL184                     | 15.75'  | S30°37'46"W |
| FL185                     | 52.41'  | S35°01'53"W |
| FL186                     | 11.44'  | S60°05'44"W |
| FL187                     | 18.86'  | S43°19'40"W |
| FL188                     | 32.96'  | S74°14'02"W |
| FL189                     | 133.21' | S26°08'15"W |
| FL190                     | 43.48'  | S20°52'23"E |
| FL191                     | 29.11'  | S5°02'36"W  |
| FL192                     | 33.23'  | S33°03'15"W |
| FL193                     | 5.23'   | S39°51'22"E |
| FL194                     | 83.37'  | S32°03'03"W |
| FL195                     | 23.74'  | N79°23'44"W |
| FL196                     | 46.41'  | S26°11'19"W |
| FL197                     | 24.95'  | S8°44'21"W  |
| FL198                     | 199.07' | S29°05'32"W |
| FL199                     | 85.25'  | S22°44'39"W |
| FL200                     | 71.25'  | S61°53'29"W |
| FL201                     | 92.49'  | S51°54'24"W |

| 100 Year Flood Line Table |         |             |
|---------------------------|---------|-------------|
| Line                      | Length  | Direction   |
| FL202                     | 53.10'  | S56°34'05"W |
| FL203                     | 39.76'  | S41°53'18"W |
| FL204                     | 35.65'  | S15°42'37"W |
| FL205                     | 44.84'  | S31°20'15"W |
| FL206                     | 76.64'  | S40°37'47"W |
| FL207                     | 28.81'  | S10°36'44"W |
| FL208                     | 19.79'  | S32°52'14"W |
| FL209                     | 54.88'  | S63°01'09"W |
| FL210                     | 44.41'  | S72°29'40"W |
| FL211                     | 29.56'  | S89°50'26"W |
| FL212                     | 25.18'  | N80°24'25"W |
| FL213                     | 25.76'  | S80°59'44"W |
| FL214                     | 54.89'  | S60°42'28"W |
| FL215                     | 14.00'  | S74°40'00"W |
| FL216                     | 11.14'  | N80°38'27"W |
| FL217                     | 68.91'  | N21°10'17"W |
| FL218                     | 151.86' | N65°10'23"W |
| FL219                     | 99.25'  | N72°56'55"W |
| FL220                     | 29.74'  | N67°29'39"W |
| FL221                     | 86.56'  | N38°31'54"W |
| FL222                     | 36.08'  | N58°41'23"W |
| FL223                     | 12.93'  | N82°05'54"W |
| FL224                     | 51.81'  | N7°25'30"W  |
| FL225                     | 42.14'  | N7°32'50"E  |
| FL226                     | 55.00'  | N0°22'43"W  |
| FL227                     | 35.61'  | N5°36'12"E  |
| FL228                     | 39.87'  | N1°59'58"W  |
| FL229                     | 18.85'  | N20°18'30"W |
| FL230                     | 28.63'  | N44°35'18"W |
| FL231                     | 28.29'  | N37°09'49"W |
| FL232                     | 37.48'  | N15°53'17"W |
| FL233                     | 11.49'  | N13°33'36"E |
| FL234                     | 11.08'  | N40°46'42"E |
| FL235                     | 154.46' | N48°46'08"E |
| FL236                     | 14.03'  | N29°00'44"E |
| FL237                     | 38.92'  | N25°16'25"E |
| FL238                     | 42.95'  | N62°20'42"E |
| FL239                     | 93.92'  | N43°37'39"E |
| FL240                     | 34.84'  | N30°00'43"E |
| FL241                     | 99.44'  | N48°38'54"E |
| FL242                     | 133.62' | N43°43'08"E |
| FL243                     | 70.25'  | N11°55'40"E |
| FL244                     | 99.56'  | N25°18'42"E |
| FL245                     | 57.09'  | N28°51'23"E |
| FL246                     | 46.70'  | N31°19'50"E |
| FL247                     | 12.89'  | N44°30'24"E |
| FL248                     | 19.65'  | N15°31'53"W |
| FL249                     | 8.01'   | N34°16'34"W |
| FL250                     | 85.00'  | N32°03'03"E |
| FL251                     | 5.22'   | S51°19'16"E |

| 100 Year Flood Line Table |         |             |
|---------------------------|---------|-------------|
| Line                      | Length  | Direction   |
| FL252                     | 43.30'  | N27°52'38"E |
| FL253                     | 32.36'  | N14°24'56"E |
| FL254                     | 24.53'  | N4°45'14"E  |
| FL255                     | 82.51'  | N38°14'31"E |
| FL256                     | 100.48' | N49°04'15"E |
| FL257                     | 17.19'  | N76°50'27"E |
| FL258                     | 21.36'  | S83°46'18"E |
| FL259                     | 24.26'  | N71°15'50"E |
| FL260                     | 5.77'   | N13°57'02"W |
| FL261                     | 52.50'  | N57°18'45"E |
| FL262                     | 627.65' | N46°14'36"E |
| FL263                     | 55.23'  | N6°49'19"W  |
| FL264                     | 18.33'  | N51°52'37"E |
| FL265                     | 41.15'  | N70°00'25"E |
| FL266                     | 13.95'  | S34°55'50"E |
| FL267                     | 15.97'  | S18°57'45"E |
| FL268                     | 103.06' | N46°19'13"E |
| FL269                     | 139.84' | N66°09'14"E |
| FL270                     | 40.92'  | N69°36'05"E |
| FL271                     | 15.83'  | N83°58'19"E |
| FL272                     | 103.07' | S90°00'00"E |
| FL274                     | 205.85' | S75°43'53"E |
| FL275                     | 54.80'  | S49°44'20"E |
| FL276                     | 29.27'  | S22°39'54"E |
| FL277                     | 29.74'  | S68°53'01"E |
| FL278                     | 135.44' | S79°47'25"E |
| FL279                     | 38.38'  | S67°58'49"E |
| FL280                     | 53.83'  | S76°10'51"E |
| FL281                     | 15.54'  | S82°34'27"E |
| FL282                     | 20.45'  | S54°21'04"E |
| FL283                     | 58.79'  | S17°27'06"E |
| FL284                     | 11.23'  | N78°16'30"W |
| FL285                     | 15.30'  | S40°18'45"E |
| FL286                     | 22.99'  | S83°57'34"E |
| FL287                     | 18.27'  | S35°38'58"E |
| FL288                     | 26.85'  | S82°17'23"E |
| FL289                     | 18.12'  | N73°25'37"E |
| FL290                     | 32.62'  | N49°30'04"E |
| FL291                     | 11.60'  | N69°16'14"E |
| FL292                     | 27.47'  | N87°02'55"E |
| FL293                     | 27.28'  | S67°21'50"E |
| FL294                     | 24.70'  | S42°37'25"E |
| FL295                     | 17.47'  | S53°24'01"E |
| FL296                     | 31.35'  | S19°38'19"E |
| FL297                     | 83.94'  | S11°25'19"E |
| FL298                     | 103.96' | S4°59'18"E  |
| FL299                     | 10.87'  | S57°45'49"E |
| FL300                     | 94.84'  | S9°24'48"E  |
| FL301                     | 64.67'  | S31°14'22"W |
| FL302                     | 60.15'  | S43°44'27"W |

| 100 Year Flood Line Table |         |             |
|---------------------------|---------|-------------|
| Line                      | Length  | Direction   |
| FL303                     | 76.55'  | S36°41'03"W |
| FL304                     | 39.30'  | S22°32'01"W |
| FL305                     | 35.52'  | S14°23'30"W |
| FL306                     | 42.30'  | S6°15'26"W  |
| FL307                     | 64.54'  | S30°19'11"W |
| FL308                     | 22.81'  | S20°16'51"W |
| FL309                     | 8.12'   | S18°56'21"E |
| FL310                     | 8.14'   | S76°49'09"E |
| FL311                     | 16.46'  | N63°09'40"E |
| FL312                     | 22.17'  | N82°37'09"E |
| FL313                     | 20.97'  | N42°58'13"E |
| FL314                     | 43.35'  | N27°46'30"E |
| FL315                     | 39.97'  | N0°47'47"W  |
| FL316                     | 41.74'  | N24°47'21"E |
| FL317                     | 32.82'  | N46°22'50"E |
| FL318                     | 9.17'   | S59°45'49"E |
| FL319                     | 60.42'  | S18°27'42"E |
| FL320                     | 23.09'  | S11°06'03"E |
| FL321                     | 64.67'  | S3°23'28"W  |
| FL322                     | 90.38'  | S5°17'34"E  |
| FL323                     | 7.88'   | S11°32'56"E |
| FL324                     | 35.49'  | S17°24'06"E |
| FL325                     | 22.90'  | S4°20'01"W  |
| FL326                     | 21.41'  | S28°11'36"W |
| FL327                     | 18.21'  | S15°09'21"W |
| FL328                     | 16.24'  | S49°31'39"W |
| FL329                     | 54.46'  | S24°24'26"W |
| FL330                     | 112.26' | S1°25'22"W  |
| FL331                     | 5.72'   | S28°08'32"W |
| FL332                     | 17.04'  | S75°28'42"W |
| FL333                     | 11.72'  | S24°31'56"W |
| FL334                     | 37.42'  | S2°29'00"E  |
| FL335                     | 28.24'  | S29°14'21"W |
| FL336                     | 57.57'  | S15°0'04"W  |
| FL337                     | 14.42'  | S62°42'41"W |
| FL338                     | 56.67'  | S25°29'25"W |
| FL339                     | 82.73'  | S14°06'07"W |
| FL340                     | 38.71'  | S4°17'43"W  |
| FL341                     | 94.54'  | N12°36'54"E |
| FL342                     | 59.78'  | N27°33'17"E |
| FL343                     | 21.82'  | N67°25'58"E |
| FL344                     | 46.34'  | N40°53'33"E |
| FL345                     | 40.21'  | N20°46'46"E |
| FL346                     | 29.30'  | N13°22'14"E |
| FL347                     | 22.21'  | N35°59'34"E |
| FL348                     | 7.94'   | S23°20'38"W |
| FL350                     | 26.30'  | S27°01'24"E |
| FL352                     | 34.72'  | S85°55'30"E |
| FL356                     | 12.87'  | N25°16'57"W |
| FL357                     | 14.69'  | N63°41'47"E |

| Erosion Hazard Setback Line Table |         |             |
|-----------------------------------|---------|-------------|
| Line                              | Length  | Direction   |
| EH153                             | 31.57'  | S47°47'49"W |
| EH273                             | 111.47' | S61°44'27"W |
| EH349                             | 134.84' | S59°46'59"W |
| EH351                             | 72.93'  | S17°37'51"W |
| EH353                             | 4.83'   | S49°58'43"E |
| EH354                             | 5.73'   | N75°13'49"W |
| EH355                             | 7.66'   | S77°55'52"W |
| EH358                             | 65.22'  | N53°49'18"W |
| EH359                             | 71.64'  | S75°04'25"W |
| EH360                             | 25.58'  | S5°14'39"W  |
| EH361                             | 30.13'  | S80°11'10"W |
| EH362                             | 58.26'  | N67°57'22"W |
| EH363                             | 79.28'  | S76°53'14"W |
| EH364                             | 43.02'  | S1°12'21"W  |
| EH365                             | 150.97' | S70°39'57"W |
| EH366                             | 79.90'  | S9°46'40"W  |
| EH367                             | 53.48'  | S71°41'29"W |
| EH368                             | 92.59'  | N74°46'25"W |
| EH370                             | 158.08' | S79°50'44"W |
| EH371                             | 43.78'  | N83°58'29"W |
| EH373                             | 72.12'  | N71°00'11"W |
| EH376                             | 12.68'  | N38°15'38"W |
| EH377                             | 33.47'  | N60°57'47"W |
| EH378                             | 15.82'  | S88°38'43"W |
| EH380                             | 28.63'  | N59°28'18"W |
| EH381                             | 42.47'  | N89°38'56"W |
| EH383                             | 13.65'  | N43°36'45"W |
| EH384                             | 115.79' | N60°51'47"W |
| EH385                             | 25.12'  | N57°11'40"W |
| EH386                             | 25.67'  | N38°59'56"W |
| EH388                             | 31.14'  | N18°28'48"W |
| EH389                             | 243.25' | S53°57'54"E |
| EH390                             | 84.79'  | S60°10'53"E |
| EH392                             | 31.56'  | N88°40'20"E |
| EH395                             | 25.23'  | S63°07'22"E |
| EH397                             | 43.71'  | N86°46'59"E |
| EH398                             | 9.83'   | S61°31'08"E |
| EH399                             | 26.22'  | S19°00'35"E |
| EH400                             | 17.67'  | N83°03'56"E |
| EH402                             | 24.69'  | S17°26'30"W |
| EH403                             | 5.33'   | S3°32'05"E  |
| EH404                             | 81.22'  | S62°48'32"W |
| EH405                             | 62.92'  | S60°09'28"W |
| EH406                             | 38.94'  | S77°32'01"W |
| EH408                             | 39.07'  | N87°58'02"W |
| EH409                             | 14.66'  | N60°05'10"W |
| EH410                             | 14.32'  | N29°18'48"W |
| EH411                             | 29.73'  | N53°12'47"W |
| EH413                             | 76.55'  | N58°20'28"W |
| EH414                             | 75.34'  | N77°48'19"W |

| Erosion Hazard Setback Line Table |         |             |
|-----------------------------------|---------|-------------|
| Line                              | Length  | Direction   |
| EH415                             | 44.31'  | N88°24'54"W |
| EH416                             | 47.51'  | N82°13'28"W |
| EH417                             | 32.44'  | S72°47'09"W |
| EH418                             | 23.34'  | S89°43'05"W |
| EH419                             | 24.88'  | S89°26'49"E |
| EH420                             | 6.35'   | S75°50'52"E |
| EH421                             | 31.95'  | S50°55'35"E |
| EH422                             | 23.47'  | S82°03'44"E |
| EH423                             | 62.95'  | N76°07'30"E |
| EH424                             | 47.85'  | S87°39'28"E |
| EH425                             | 86.24'  | S50°10'37"E |
| EH426                             | 61.31'  | S57°58'17"E |
| EH427                             | 48.59'  | N79°54'58"E |
| EH428                             | 38.19'  | S89°27'17"E |
| EH429                             | 17.56'  | N70°50'14"E |
| EH430                             | 61.06'  | S87°26'37"E |
| EH431                             | 29.68'  | N47°06'12"E |
| EH432                             | 48.37'  | N80°54'28"E |
| EH433                             | 30.86'  | N48°15'31"E |
| EH434                             | 15.42'  | S87°11'39"E |
| EH435                             | 19.20'  | N49°02'45"E |
| EH436                             | 18.76'  | S8°58'44"W  |
| EH437                             | 32.62'  | S32°39'28"W |
| EH438                             | 39.77'  | S17°58'31"W |
| EH439                             | 36.37'  | S6°33'03"W  |
| EH440                             | 13.73'  | S44°18'08"W |
| EH441                             | 18.03'  | S52°45'13"W |
| EH442                             | 26.45'  | S76°03'35"W |
| EH443                             | 31.79'  | S34°20'18"W |
| EH444                             | 101.16' | S12°48'31"W |
| EH445                             | 34.10'  | S34°20'52"E |
| EH446                             | 42.41'  | N5°55'52"W  |
| EH447                             | 53.28'  | S53°30'32"W |
| EH448                             | 59.07'  | S43°32'34"W |
| EH449                             | 31.47'  | S0°39'43"W  |
| EH450                             | 46.45'  | S75°25'53"W |
| EH451                             | 69.22'  | S37°44'06"W |
| EH452                             | 26.77'  | S21°45'52"W |
| EH453                             | 35.67'  | S50°51'25"W |
| EH454                             | 18.01'  | S65°41'56"W |
| EH455                             | 37.57'  | S44°46'37"W |
| EH456                             | 34.18'  | S18°44'00"W |
| EH457                             | 18.61'  | S33°52'53"W |
| EH458                             | 21.67'  | S63°13'13"W |
| EH459                             | 25.21'  | S26°58'00"E |
| EH460                             | 40.57'  | N70°24'52"E |
| EH461                             | 30.74'  | N42°29'09"E |
| EH462                             | 16.70'  | N31°08'16"E |
| EH463                             | 65.65'  | N40°45'50"E |
| EH464                             | 11.34'  | N42°11'11"W |

| Erosion Hazard Setback Line Table |         |             |
|-----------------------------------|---------|-------------|
| Line                              | Length  | Direction   |
| EH465                             | 25.08'  | S46°14'11"E |
| EH466                             | 74.35'  | N41°30'06"E |
| EH467                             | 50.88'  | N32°13'46"E |
| EH468                             | 29.26'  | N66°53'08"E |
| EH469                             | 25.79'  | N47°27'58"E |
| EH470                             | 25.03'  | N39°33'14"W |
| EH471                             | 14.64'  | N41°33'22"W |
| EH472                             | 64.13'  | S60°35'26"W |
| EH473                             | 27.18'  | S57°32'26"W |
| EH474                             | 39.31'  | S43°11'21"W |
| EH475                             | 38.03'  | S15°42'37"W |
| EH476                             | 39.38'  | S31°20'15"W |
| EH477                             | 81.31'  | S40°37'47"W |
| EH478                             | 30.60'  | S10°36'44"W |
| EH479                             | 8.14'   | S32°52'14"W |
| EH480                             | 46.08'  | S63°01'09"W |
| EH481                             | 38.53'  | S72°29'40"W |
| EH482                             | 23.62'  | S89°50'26"W |
| EH483                             | 27.14'  | N80°24'25"W |
| EH484                             | 34.33'  | S80°59'44"W |
| EH485                             | 54.31'  | S60°42'28"W |
| EH486                             | 60.63'  | N21°10'17"W |
| EH487                             | 163.66' | N65°10'23"W |
| EH488                             | 99.76'  | N72°56'55"W |
| EH489                             | 22.09'  | N67°29'39"W |
| EH490                             | 84.55'  | N38°31'54"W |
| EH491                             | 45.70'  | N58°41'23"W |
| EH492                             | 21.61'  | N82°05'54"W |
| EH493                             | 25.69'  | S48°50'27"E |
| EH494                             | 52.15'  | N27°52'38"E |
| EH495                             | 37.42'  | N14°24'56"E |
| EH496                             | 19.12'  | N4°45'14"E  |
| EH497                             | 72.62'  | N38°14'31"E |
| EH498                             | 91.93'  | N49°04'15"E |
| EH499                             | 6.74'   | N76°50'27"E |
| EH500                             | 22.63'  | S83°46'18"E |
| EH501                             | 7.65'   | N71°15'50"E |
| EH502                             | 25.09'  | N23°34'27"W |
| EH503                             | 27.55'  | S49°44'20"E |
| EH504                             | 33.92'  | S22°39'54"E |
| EH505                             | 42.79'  | S68°53'01"E |
| EH506                             | 135.24' | S79°47'25"E |
| EH507                             | 37.58'  | S67°58'49"E |
| EH508                             | 57.02'  | S76°10'51"E |
| EH509                             | 10.65'  | S82°34'27"E |
| EH510                             | 5.83'   | S54°21'04"E |
| EH511                             | 7.86'   | S17°27'06"E |
| EH512                             | 41.32'  | N78°16'30"W |
| EH513                             | 97.99'  | S40°18'45"E |
| EH514                             | 21.78'  | S83°57'34"E |

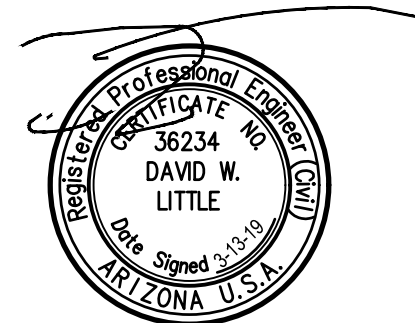
| Erosion Hazard Setback Line Table |         |             |
|-----------------------------------|---------|-------------|
| Line                              | Length  | Direction   |
| EH515                             | 17.83'  | S35°38'58"E |
| EH516                             | 43.01'  | S82°17'23"E |
| EH517                             | 28.79'  | N73°25'37"E |
| EH518                             | 33.56'  | N49°30'04"E |
| EH519                             | 3.34'   | N69°16'14"E |
| EH520                             | 17.88'  | N87°02'55"E |
| EH521                             | 16.12'  | S67°21'50"E |
| EH522                             | 21.57'  | S42°37'25"E |
| EH523                             | 12.24'  | S53°24'01"E |
| EH524                             | 21.97'  | S19°38'19"E |
| EH525                             | 80.74'  | S11°25'19"E |
| EH526                             | 114.95' | S4°59'18"E  |
| EH527                             | 12.05'  | S57°45'49"E |
| EH528                             | 83.62'  | S9°24'48"E  |
| EH529                             | 25.01'  | S45°50'47"E |
| EH530                             | 16.46'  | N42°58'13"E |
| EH531                             | 53.05'  | N27°46'30"E |
| EH532                             | 40.66'  | N0°47'47"W  |
| EH533                             | 25.19'  | N24°47'21"E |
| EH534                             | 26.70'  | S18°27'42"E |
| EH535                             | 18.30'  | S11°06'03"E |
| EH536                             | 63.39'  | S3°23'28"W  |
| EH537                             | 93.65'  | S5°17'34"E  |
| EH538                             | 10.52'  | S11°32'56"E |
| EH539                             | 31.97'  | S17°24'06"E |
| EH540                             | 12.82'  | S4°20'01"W  |
| EH541                             | 18.98'  | S28°11'36"W |
| EH542                             | 13.33'  | S15°09'21"W |
| EH543                             | 14.07'  | S49°31'39"W |
| EH544                             | 65.11'  | S24°24'26"W |
| EH545                             | 102.85' | S1°25'22"W  |
| EH546                             | 12.77'  | S75°28'42"W |
| EH547                             | 29.63'  | S24°31'56"W |
| EH548                             | 36.32'  | S2°29'00"E  |
| EH549                             | 24.22'  | S29°14'21"W |
| EH550                             | 49.64'  | S15°10'04"W |
| EH551                             | 11.83'  | S62°42'41"W |
| EH552                             | 67.58'  | S25°29'25"W |
| EH553                             | 87.37'  | S14°06'07"W |
| EH554                             | 42.78'  | S4°17'43"W  |
| EH555                             | 86.29'  | N12°36'54"E |
| EH556                             | 47.43'  | N27°33'17"E |
| EH557                             | 18.65'  | N67°25'58"E |
| EH558                             | 56.67'  | N40°53'33"E |
| EH559                             | 34.99'  | N20°46'46"E |
| EH560                             | 102.99' | S31°14'22"W |
| EH561                             | 58.95'  | S43°44'27"W |
| EH562                             | 67.14'  | S36°41'03"W |
| EH563                             | 60.04'  | S1°29'12"W  |
| EH564                             | 48.52'  | N7°25'30"W  |

| Erosion Hazard Setback Line Table |        |             |
|-----------------------------------|--------|-------------|
| Line                              | Length | Direction   |
| EH565                             | 40.59' | N7°32'50"E  |
| EH566                             | 55.43' | N0°22'43"W  |
| EH567                             | 35.97' | N5°36'12"E  |
| EH568                             | 45.56' | N1°59'58"W  |
| EH569                             | 28.25' | N20°18'30"W |
| EH570                             | 32.38' | N44°35'18"W |
| EH571                             | 21.97' | N37°09'49"W |
| EH572                             | 25.59' | N15°53'17"W |
| EH573                             | 2.61'  | N40°46'42"E |
| EH574                             | 96.50' | N48°46'08"E |
| EH575                             | 25.08' | N45°50'11"W |
| EH576                             | 25.51' | S3°52'16"W  |
| EH577                             | 9.98'  | N66°33'19"E |
| EH578                             | 35.76' | S84°57'14"E |
| EH579                             | 39.95' | N32°31'21"E |
| EH580                             | 16.13' | N10°48'25"E |
| EH581                             | 26.71' | N62°28'47"E |
| EH582                             | 6.42'  | S82°20'12"E |
| EH583                             | 7.40'  | S19°23'41"E |
| EH584                             | 16.12' | S8°24'14"E  |
| EH585                             | 8.36'  | S25°39'24"E |
| EH586                             | 42.48' | S18°02'35"W |
| EH587                             | 25.69' | S1°49'25"E  |
| EH588                             | 29.67' | S17°35'46"E |
| EH589                             | 12.28' | S27°32'17"E |
| EH590                             | 21.46' | S26°57'18"W |
| EH591                             | 15.58' | S24°20'12"W |
| EH592                             | 17.56' | S39°06'45"W |
| EH593                             | 18.05' | S42°46'07"W |
| EH594                             | 20.55' | S35°26'49"E |
| EH595                             | 26.93' | S55°22'10"W |
| EH596                             | 15.11' | S58°01'53"W |
| EH597                             | 45.09' | S44°11'43"W |
| EH598                             | 17.20' | S72°29'46"W |
| EH599                             | 47.58' | S53°27'55"W |
| EH600                             | 16.97' | S23°36'28"W |
| EH601                             | 42.15' | S36°12'19"W |
| EH602                             | 19.15' | S53°33'14"W |
| EH603                             | 9.44'  | S75°17'38"W |
| EH604                             | 31.09' | S86°05'16"W |
| EH605                             | 35.89' | S53°50'09"W |
| EH606                             | 18.63' | S45°34'46"W |
| EH607                             | 45.89' | S35°01'53"W |
| EH608                             | 9.56'  | S60°05'44"W |
| EH609                             | 15.64' | S43°19'40"W |
| EH610                             | 2.73'  | S74°14'02"W |
| EH611                             | 34.19' | S27°14'20"W |
| EH612                             | 26.93' | S23°41'40"E |
| EH613                             | 43.27' | S31°19'50"W |
| EH614                             | 55.78' | S28°51'23"W |

| Erosion Hazard Setback Line Table |        |             |
|-----------------------------------|--------|-------------|
| Line                              | Length | Direction   |
| EH615                             | 95.85' | S25°18'42"W |
| EH616                             | 34.43' | S11°55'40"W |
| EH617                             | 25.00' | N78°04'20"W |



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**FINAL PLAT**  
**LAZY K BAR RANCH**  
LOTS 1 THROUGH 178 AND C.A. "A-1"& "A-2" (PRIVATE STREETS),  
C.A. "B-1"& "B-2" (NATURAL OPEN SPACE, PEDESTRIAN, DRAINAGE,  
LANDSCAPE, PUBLIC SEWER AND UTILITIES),  
C.A. "C" (ACTIVE OPEN SPACE)  
A PORTION OF SECTION 29,  
TOWNSHIP 12 SOUTH, RANGE 12 EAST, Q&SRM  
TOWN OF MARANA, PIMA COUNTY, ARIZONA.  
PRV1809-003 RELATED CASE# PCZ1612-001



Legend

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



1: 18,055



0.6 0 0.28 0.6 Miles

Notes

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

Project Name: Lazy K Bar Ranch

Description of Project: 178 Single Family Residential Lots - Final Plat

Number of Lots: 178

Parcel No.(s): 221-22-013B; 221-22-013E; 221-22-103F &amp; 221-22-013G

Gross Area (Acres): 138

Project Address: 8397 N. Scenic Drive

Ref. Project No.:

**CONTACT INFORMATION****Owner:** LBK Ranch LLC, LBK Hotel, LLC, LBK Retained Land

Contact Name:

Address: 8401 N. Scenic Drive

City: Tucson

State: AZ

Zip: 85743

Email:

Phone No.:

**Applicant:** Pulte Group, Inc.

Contact Name: Sam Mills

Address: 3011 W. Ina Rd

City: Tucson

State: AZ

Zip: 85741

Email: Sam.Mills@pultegroup.com

Phone No.: (520) 837-0275

**Consultant/Engineer:** The WLB Group, Inc.

Contact Name: Linda Thompson

Address: 4444 E. Broadway

City: Tucson

State: AZ

Zip: 85711

Email: lthompson@wlbgroup.com

Phone No.: (520) 390-1086

**OWNER/APPLICANT AUTHORIZATION**

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

Linda Thompson

Linda Thompson

Digitally signed by Linda Thompson

Date: 2018.09.19 08:54:42 -07'00'

9/19/2018

Applicant Name (PRINT)

Signature

Date

**FOR OFFICIAL USE ONLY**Project No. PR V1809-003Date Received 9/20/18

- |                                                         |                                            |                                                      |                                                  |
|---------------------------------------------------------|--------------------------------------------|------------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Annexation                     | <input type="checkbox"/> Rezone            | <input type="checkbox"/> Specific Plan               | <input type="checkbox"/> General Plan Amendment  |
| <input type="checkbox"/> Preliminary Plat               | <input type="checkbox"/> Final Plat        | <input type="checkbox"/> Significant Land Use Change | <input type="checkbox"/> Minor Land Division     |
| <input type="checkbox"/> Variance                       | <input type="checkbox"/> Development Plan  | <input type="checkbox"/> Development Plan Package    | <input type="checkbox"/> Dedications / Easements |
| <input type="checkbox"/> Lic. Agreement                 | <input type="checkbox"/> Landscape Plan    | <input type="checkbox"/> Conditional Use Permit      | <input type="checkbox"/> Report (Type): _____    |
| <input type="checkbox"/> SWPP                           | <input type="checkbox"/> Native Plant Plan | <input type="checkbox"/> Native Plant Exception      | <input type="checkbox"/> Other: _____            |
| <input type="checkbox"/> Improvement Plan (Type): _____ |                                            |                                                      |                                                  |

Revision Date 1/26/2017



## **Council-Regular Meeting**

**C2**

**Meeting Date:** 03/19/2019

**To:** Mayor and Council

**Submitted For:** Keith Brann, Town Engineer

**From:** Dan Grossman, CIP Process Analysis

**Date:** March 19, 2019

**Strategic Plan Focus Area:**  
Not Applicable

**Subject:** Relating to Budget; approving an increase of \$150,000 in the project budget for design of the Lon Adams Rd. Reconstruction Project (ST068); authorizing the transfer of appropriations for the increase in project budget; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the increase in project budget (Keith Brann)

---

### **Discussion:**

The budget for fiscal year 2018- 2019 was adopted on June 19, 2018. Based on an estimate available at that time, \$300,000.00 for project design for the Lon Adams Rd Reconstruction project (ST068) was properly included within the Town of Marana's FY2019 Capital Improvement Plan.

Since that time, additional items and scope have been included into the project necessitating an increase in design funding. The project will now include undergrounding utility lines, replacing and relocating an existing water line, additional street lighting, and the addition of sidewalks on the west side of Lon Adams Road. These additional items have increased the overall cost of design for the project.

The Town has received a competent proposal from Kittelson & Associates, Inc. to design the Lon Adams Rd, Reconstruction project (ST068) in the amount of \$435,487.00. This proposal is \$135,533.25 more than the approved FY2019 design budget for the project. Staff believes that the additional cost is reasonable based upon the expanded scope of the project and resulting expected increase in construction cost.

An additional \$14,466.75 is being requested at this time to fund potential change orders

to the design. The total cost of this increase in project design funding is \$150,000.00. Marana Town Code Section 3-4-7(B)(3) provides that Town Council approval is necessary when a purchase is authorized in the adopted budget, but the funds exceed the budgeted amount by more than \$50,000.

**Financial Impact:**

Fiscal Year: 2019  
Budgeted N  
Y/N:  
Amount: \$150,000.00

The funding for this increase in project budget will be transferred from anticipated surplus funding in the Ina Rd. Reconstruction project (ST058) in the form of Transportation funds, GL Account # 33043000-8015-ST058.

**Staff Recommendation:**

Staff recommends approval of the increase in project budget for the Lon Adams Rd, Reconstruction (ST068) project.

**Suggested Motion:**

I move to approve an increase of \$150,000 in the project budget for design of the Lon Adams Rd. Reconstruction Project (ST068); to authorize the transfer of appropriations for the increase in project budget; and to authorize the Town Manager or designee to execute the necessary documents to effectuate the increase in project budget.

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**Attachments**

*No file(s) attached.*

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## Council-Regular Meeting

C4

**Meeting Date:** 03/19/2019

**To:** Mayor and Council

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

**Date:** March 19, 2019

**Strategic Plan Focus Area:**

Not Applicable

**Subject:** Resolution No. 2019-022: Relating to Police Department; approving and authorizing the Town Manager to execute two Subrecipient Agreements with the Arizona Department of Homeland Security for purposes of receiving funds under the 2018 Operation Stonegarden Grant Program (Starla Anderson)

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### Discussion:

The Town of Marana has been selected to participate in Operation Stonegarden activities in southern Arizona. Operation Stonegarden is a federally funded program originating with the 2006 Emergency Supplemental Appropriations Act for Defense, the Global War on Terror and Hurricane Recovery. Funding was renewed for the current fiscal year, providing the Town of Marana an opportunity to participate and receive funding for the tenth straight year. The program provides states the flexibility to use Department of Homeland Security grant funding to enhance coordination among state and federal law enforcement agencies at and near the U.S./Mexico border. The program requires states to identify and prioritize solutions to their border security needs and provides funding to state and local agencies to implement the state's individual goals and objectives.

For 2018-2019, the Town was awarded \$308,800 under a subgrantee agreement with the Arizona Department of Homeland Security to support Operation Stonegarden. Funding will be used to augment and support Border Patrol coverage of egress from the border areas with state, local and tribal police agencies. Through participation in this operation, the Marana Police Department will use its authority to control the routes and reduce the propensity for cross-border crime in the area. Patrols will concentrate on the 109 miles of arterial roadways serving as regional east-west connectors between State Route 77 and I-10 and the more than 57 miles of rural, mostly two-lane roads paralleling I-10 to the west.

The Marana Police Department's primary goals are to: (1) reduce crime in border

communities to improve the quality of life; (2) deter illegal entries through teamwork with other local and federal agencies; (3) assist in apprehending terrorists and weapons illegally entering the United States; and (4) coordinate operations with the U.S. Border Patrol (USBP) Tucson Sector. Marana, in cooperation with U.S. Border Patrol, will deploy officers along prime roadways prone to invoke illegal activity and national security concerns.

Because Marana sits 60 miles from the Mexican Border and hosts segments of rural transportation routes traditionally used to smuggle undocumented workers and drugs up from Mexico, five specific areas will be targeted for Stonegarden activities:

Area one: Sandario Rd from Emigh Rd to Avra Valley Rd

Area two: Avra Valley from the Silverbell Mines to I-10

Area three: Silverbell Rd/Twin Peaks Rd Corridor

Area four: I-10 from Twin Peaks Rd to the Pinal County line

Area five: Discretionary area with Marana PD sworn supervisor approval to provide flexibility to the Chief of Patrol, USBP

These activities will be coordinated through the USBP. Marana will identify these shift times and locations and address them accordingly. As an active participant in regional planning, emergency operations, and homeland security initiatives, the Marana Police Department has been impacted by increased contacts with illegal entrants and human and narcotics smugglers migrating through the community as focused enforcement has caused a deviated travel pattern from the US Mexican Border along the I-10 corridor.

For Operation Stonegarden grant funding, the Town is and has historically been a direct subgrantee of the state, without having the funds pass through another entity, such as Pima County or the City of Tucson. However, Pima County has traditionally served as the coordinating agency overseeing the committee process used to determine the allocation of funding to the various participating agencies. Pima County's decision last calendar year to not accept Operation Stonegarden funding complicated their role in the committee process and any resulting allocation to participating agencies. As a result, this funding agreement was delayed several months.

### **Financial Impact:**

Fiscal Year: 2019

Budgeted Y/N: Y

Amount: \$308,800

Funding has been awarded to support overtime and mileage reimbursement (\$255,000) and the purchase of 1 license plate reader, 2 density meters, and six vehicle mounted thermal imagers (\$53,800). There is no match requirement from the Town for the funding.

### **Staff Recommendation:**

Staff recommends approval of the Subgrantee Agreements with the Arizona Department of Homeland Security for purposes of receiving funds under the 2018 Operation Stonegarden Grant Program.

**Suggested Motion:**

I move to adopt Resolution No. 2019-022 approving and authorizing the Town Manager to execute two Subrecipient Agreements with the Arizona Department of Homeland Security for purposes of receiving funds under the 2018 Operation Stonegarden Grant Program.

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**Attachments**

Resolution No. 2019-022  
OPSG Milage-OT Final Agreement  
OPSG Equipment Final Agreement

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## MARANA RESOLUTION NO. 2019-022

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RELATING TO POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE TWO SUBRECIPIENT AGREEMENTS WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY FOR PURPOSES OF RECEIVING FUNDS UNDER THE 2018 OPERATION STONEGARDEN GRANT PROGRAM

WHEREAS the Town of Marana recognizes its duty to protect its citizens concerning matters involving Homeland and Border Security; and

WHEREAS the Marana Police Department is working with the Arizona Department of Homeland Security, United States Border Patrol, and other community agencies as a regional partner in the Operation Stonegarden Program; and

WHEREAS the Arizona Department of Homeland Security has awarded grant funding to the Town for the provision of overtime pay and mileage for services provided in coordination with the Operation Stonegarden Program; and

WHEREAS the Arizona Department of Homeland Security has awarded grant funding to the Town for the provision of purchasing equipment to be used for the project in coordination with the Operation Stonegarden Program; and

WHEREAS the Town Council finds that it is in the best interests of the community to enter into Subrecipient Agreements with the Arizona Department of Homeland Security to be eligible to receive funds related to the Operation Stonegarden Program.

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

SECTION 1. The Subrecipient Agreements between the Arizona Department of Homeland Security and the Town of Marana, in substantially the form attached to and incorporated by this reference in this resolution as Exhibit A (Subrecipient Agreement #18-AZDOHS-OPSG-180421-01) and Exhibit B (Subrecipient Agreement #18-AZDOHS-OPSG-180421-02), ARE hereby approved and the Town Manager is hereby authorized to execute them for and on behalf of the Town of Marana.

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

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

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Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

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Cherry L. Lawson, Town Clerk

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Frank Cassidy, Town Attorney

**SUBRECIPIENT AGREEMENT  
OPERATION STONEGARDEN GRANT PROGRAM  
OVERTIME-MILEAGE**

**18-AZDOHS-OPSG-**\_\_\_\_\_

(Enter Subrecipient Agreement number above (e.g., 180XXX-XX))

**Between**

**The Arizona Department of Homeland Security  
And**

\_\_\_\_\_  
(Enter the name of the Subrecipient Agency above)

**DUNS Number 098034143**

(Enter the DUNS number above)

WHEREAS, A.R.S. section 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

\_\_\_\_\_  
(Enter the name of the Subrecipient Agency above)

(Subrecipient) for services under the terms of this Agreement (the "Agreement").

**I. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

**II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on **March 1, 2019** and shall terminate on **February 29, 2020**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

**III. DESCRIPTION OF SERVICES**

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: "**OPSG Overtime-Mileage**" and funded at \$ \_\_\_\_\_ (as may have been modified by the award letter).  
(Enter funded award amount above)

**IV. MANNER OF FINANCING**

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2018-SS-00004-S01 and CFDA #97.067:

a) Provide up to \$ \_\_\_\_\_ to the Subrecipient for services provided under Paragraph III.  
(Enter funded award amount above)

b) Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at [www.azdohs.gov](http://www.azdohs.gov).

Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

**V. FISCAL RESPONSIBILITY**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

**VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING**

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. section 35-214 and section 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. part 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via [audits@azdohs.gov](mailto:audits@azdohs.gov), a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

**VII. APPLICABLE REGULATIONS**

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO), Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance.

The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

### **Davis Bacon Act**

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

### **Insurance Coverage**

The Subrecipient affirms the organization maintain insurance coverage as described in 2 CFR 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

### **National Incident Management System (NIMS)**

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

### **Environmental Planning and Historic Preservation**

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance.

In addition to the above mentioned guidance documents, the following provisions must be adhered to:

### **Consultants/Trainers/Training Providers**

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

### **Contractors/Subcontractors**

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 CFR 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which, in the opinion of the Subrecipient, may result in litigation related in any way to this Agreement.

### **Travel Costs**

All grant funds expended for travel, lodging, meals and incidentals must be consistent with the subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the agency. AZDOHS will reimburse at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov>.

### **Procurement**

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: [www.azdohs.gov](http://www.azdohs.gov).

### **Training and Exercise**

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.
- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs

(DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

### **Communications Equipment**

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 standards;
- b) SAFECOM Guidance;
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC.

### **Nonsupplanting Agreement**

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

### **E-Verify**

Compliance requirements for A.R.S. section 41-4401—immigration laws and E-Verify requirement.

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. section 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

### **Property Control**

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by

the Subrecipient at the Subrecipient's expense and an updated Property Control Form submitted to AZDOHS.

- b) Nonexpendable Property/Equipment and Capital Assets:
  - a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
  - b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at [www.azdohs.gov](http://www.azdohs.gov). The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
  - a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
  - b. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at [www.azdohs.gov](http://www.azdohs.gov).
- f) Equipment Record Retention
  - a. 2 CFR 200.333 (c): Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

### **Allowable Costs**

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.

- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

#### **VIII. DEBARMENT CERTIFICATION**

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, and 2 CFR 200.213 which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

#### **IX. FUNDS MANAGEMENT**

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

#### **X. REPORTING REQUIREMENTS**

Regular reports by the Subrecipient shall include:

a) Programmatic Reports

The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at [www.azdohs.gov](http://www.azdohs.gov). Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.

c) Quarterly Programmatic Reports are due:

**January 15** (for the period from October 1– December 31)

**April 15** (for the period from January 1 – March 31)

**July 15** (for the period from April 1 – June 30)

**October 15** (for the period from July 1 – September 30)

d) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

e) Property Control Form – if applicable:

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

a. In case of equipment disposition:

The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

f) Financial Reimbursements

**The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly.** Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar days** after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

## **XI. ASSIGNMENT AND DELEGATION**

The Subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

## **XII. AMENDMENTS**

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

## **XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES**

### **Article A - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 CFR section 200.313.

### **Article B – Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

### **Article C - Procurement of Recovered Materials**

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

### **Article D - Whistleblower Protection Act**

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. section 4304 and 4310.

### **Article E - Use of DHS Seal, Logo and Flags**

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

### **Article F - USA Patriot Act of 2001**

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. section 175–175c.

**Article G – Universal Identifier and System of Award Management (SAM)**

Subrecipient hereby acknowledges and agrees that it must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

**Article H - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

**Article I - Rehabilitation Act of 1973**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

**Article J - Trafficking Victims Protection Act of 2000**

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. section 7104). The award term is located at 2 C.F.R. Part 175, the full text of which is incorporated here by reference.

**Article K - Terrorist Financing**

The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.

**Article L - SAFECOM**

The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**Article M - Reporting Subawards and Executive Compensation**

All Subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

**Article N – Department and Suspension**

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

**Article O - Copyright**

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

**Article P - Civil Rights Act of 1964 - Title VI**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

The Subrecipient hereby acknowledges and agrees that if they collect PII they are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

**Article R - Americans with Disabilities Act of 1990**

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. sections 12101–12213).

**Article S - Age Discrimination Act of 1975**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

**Article T - Activities Conducted Abroad**

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**Article U - Acknowledgement of Federal Funding from DHS**

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

**Article V - DHS Specific Acknowledgements and Assurances**

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.

2. Subrecipient hereby agrees to give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

Subrecipient hereby acknowledges and agrees that the United States has the right to seek judicial enforcement of these obligations.

#### **Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements**

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations, Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

#### **Article X - Patents and Intellectual Property Rights**

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR section 401.14.

**Article Y – Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. The Subrecipient hereby acknowledges and agrees that it must comply with any such requirements set forth in the program NOFO.

**Article Z – Non-supplanting Requirement**

The Subrecipient receiving Federal financial assistance awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

**Article AA – Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All Subrecipients must comply with the equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**Article AB – National Environmental Policy Act**

All Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**Article AC - Lobbying Prohibitions**

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. section 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

**Article AD - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**Article AE - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

**Article AF - Fly America Act of 1974**

The Subrecipient hereby acknowledges and agrees that it must comply with the following Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

**Article AG - Federal Leadership on Reducing Text Messaging while Driving**

All Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

**Article AH - Federal Debt Status**

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

**Article AI - False Claims Act and Program Fraud Civil Remedies**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 38 U.S.C. sections 3801-3812 which details the administrative remedies for false claims and statements made.

**Article AJ - Energy Policy and Conservation Act**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Chapter 77) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**Article AK - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

**Article AL - Duplication of Benefits**

Any cost allocable to a particular Federal award, provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

**Article AM - Drug-Free Workplace Regulations**

The Subrecipient hereby acknowledges and agrees that it must comply drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 30001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

## **Article AN - Civil Rights Act of 1968**

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR section 100.201).

### **XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

### **XV. AGREEMENT RENEWAL**

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

### **XVI. RIGHT TO ASSURANCE**

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

### **XVII. CANCELLATION FOR CONFLICT OF INTEREST**

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

### **XVIII. THIRD PARTY ANTITRUST VIOLATIONS**

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

### **XIX. AVAILABILITY OF FUNDS**

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. section 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

**XX. FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

**XXI. PARTIAL INVALIDITY**

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

**XXII. ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. section 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

**XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION**

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

**XXIV. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The Subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

**XXV. LICENSING**

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

**XXVI. SECTARIAN REQUESTS**

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

**XXVII. ADVERTISING AND PROMOTION OF AGREEMENT**

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

**XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The Subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The Subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Subrecipient.

The AZDOHS and the Subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the Subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the Subrecipient.

**XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

**XXX. INDEMNIFICATION**

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

*Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.*

**XXXI. TERMINATION**

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

**XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

**XXXIII. PARAGRAPH HEADINGS**

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

**XXXIV. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

**XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

**XXXVI. SPECIAL CONDITIONS**

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- d) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

**XXXVII. NOTICES**

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security  
1700 West Washington Street, Suite 210  
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at [www.azdohs.gov](http://www.azdohs.gov).

The AZDOHS shall address all notices relative to this Agreement to:

Grants Manager, Kristin Taft  
Enter Title, First & Last Name Above  
Town of Marana  
Enter Agency Name Above  
11555 W. Civic Center Drive  
Enter Street Address Above  
Marana, AZ, 85653  
Enter City, State, ZIP Above

**XXXVIII. IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

Enter Agency Name Above

Authorized Signature Above  
Jamsheed Mehta, Town Manager  
Print Name & Title Above

Enter Date Above

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security

Gilbert M. Orrantia  
Director

Date

*(Complete and mail two original documents to the Arizona Department of Homeland Security.)*

**SUBRECIPIENT AGREEMENT  
OPERATION STONEGARDEN GRANT PROGRAM  
EQUIPMENT**

**18-AZDOHS-OPSG-\_\_\_\_\_**

(Enter Subrecipient Agreement number above (e.g., 180XXX-XX))

**Between**

**The Arizona Department of Homeland Security  
And**

\_\_\_\_\_  
(Enter the name of the Subrecipient Agency above)

**DUNS Number 098034143**

(Enter the DUNS number above)

WHEREAS, A.R.S. section 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

\_\_\_\_\_  
(Enter the name of the Subrecipient Agency above)

(Subrecipient) for services under the terms of this Agreement (the "Agreement").

**I. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

**II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on **March 1, 2019** and shall terminate on **February 29, 2020**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

**III. DESCRIPTION OF SERVICES**

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: "**OPSG Equipment**" and funded at \$\_\_\_\_\_ (as may have been modified by the award letter).  
(Enter funded award amount above)

**IV. MANNER OF FINANCING**

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2018-SS-00004-S01 and CFDA #97.067:

a) Provide up to \$\_\_\_\_\_ to the Subrecipient for services provided under Paragraph III. (Enter funded award amount above)

b) Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at [www.azdohs.gov](http://www.azdohs.gov).

Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

**V. FISCAL RESPONSIBILITY**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

**VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING**

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. section 35-214 and section 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. part 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via [audits@azdohs.gov](mailto:audits@azdohs.gov), a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

**VII. APPLICABLE REGULATIONS**

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO), Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance.

The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

### **Davis Bacon Act**

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

### **Insurance Coverage**

The Subrecipient affirms the organization maintain insurance coverage as described in 2 CFR 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

### **National Incident Management System (NIMS)**

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

### **Environmental Planning and Historic Preservation**

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance.

In addition to the above mentioned guidance documents, the following provisions must be adhered to:

### **Consultants/Trainers/Training Providers**

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

### **Contractors/Subcontractors**

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 CFR 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which, in the opinion of the Subrecipient, may result in litigation related in any way to this Agreement.

### **Travel Costs**

All grant funds expended for travel, lodging, meals and incidentals must be consistent with the subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the agency. AZDOHS will reimburse at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov>.

### **Procurement**

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: [www.azdohs.gov](http://www.azdohs.gov).

### **Training and Exercise**

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.
- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs

(DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

### **Communications Equipment**

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 standards;
- b) SAFECOM Guidance;
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC.

### **Nonsupplanting Agreement**

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

### **E-Verify**

Compliance requirements for A.R.S. section 41-4401—immigration laws and E-Verify requirement.

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. section 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

### **Property Control**

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by

the Subrecipient at the Subrecipient's expense and an updated Property Control Form submitted to AZDOHS.

- b) Nonexpendable Property/Equipment and Capital Assets:
  - a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
  - b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at [www.azdohs.gov](http://www.azdohs.gov). The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
  - a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
  - b. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at [www.azdohs.gov](http://www.azdohs.gov).
- f) Equipment Record Retention
  - a. 2 CFR 200.333 (c): Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

### **Allowable Costs**

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.

- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

#### **VIII. DEBARMENT CERTIFICATION**

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, and 2 CFR 200.213 which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

#### **IX. FUNDS MANAGEMENT**

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

#### **X. REPORTING REQUIREMENTS**

Regular reports by the Subrecipient shall include:

- a) Programmatic Reports  
The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at [www.azdohs.gov](http://www.azdohs.gov). Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.
- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.
- c) Quarterly Programmatic Reports are due:  
**January 15** (for the period from October 1– December 31)  
**April 15** (for the period from January 1 – March 31)  
**July 15** (for the period from April 1 – June 30)

**October 15** (for the period from July 1 – September 30)

d) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

e) Property Control Form – if applicable:

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

a. In case of equipment disposition:

The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

f) Financial Reimbursements

**The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly.** Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar days** after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

**XI. ASSIGNMENT AND DELEGATION**

The Subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

## **XII. AMENDMENTS**

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

## **XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES**

### **Article A - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 CFR section 200.313.

### **Article B – Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

### **Article C - Procurement of Recovered Materials**

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

### **Article D - Whistleblower Protection Act**

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. section 4304 and 4310.

### **Article E - Use of DHS Seal, Logo and Flags**

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

### **Article F - USA Patriot Act of 2001**

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. section 175–175c.

**Article G – Universal Identifier and System of Award Management (SAM)**

Subrecipient hereby acknowledges and agrees that it must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

**Article H - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

**Article I - Rehabilitation Act of 1973**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

**Article J - Trafficking Victims Protection Act of 2000**

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. section 7104). The award term is located at 2 C.F.R. Part 175, the full text of which is incorporated here by reference.

**Article K - Terrorist Financing**

The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.

**Article L - SAFECOM**

The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**Article M - Reporting Subawards and Executive Compensation**

All Subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

**Article N – Department and Suspension**

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

**Article O - Copyright**

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

**Article P - Civil Rights Act of 1964 - Title VI**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

The Subrecipient hereby acknowledges and agrees that if they collect PII they are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

**Article R - Americans with Disabilities Act of 1990**

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. sections 12101–12213).

**Article S - Age Discrimination Act of 1975**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

**Article T - Activities Conducted Abroad**

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**Article U - Acknowledgement of Federal Funding from DHS**

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

**Article V - DHS Specific Acknowledgements and Assurances**

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.

2. Subrecipient hereby agrees to give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

Subrecipient hereby acknowledges and agrees that the United States has the right to seek judicial enforcement of these obligations.

#### **Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements**

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations, Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

#### **Article X - Patents and Intellectual Property Rights**

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR section 401.14.

**Article Y – Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. The Subrecipient hereby acknowledges and agrees that it must comply with any such requirements set forth in the program NOFO.

**Article Z – Non-supplanting Requirement**

The Subrecipient receiving Federal financial assistance awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

**Article AA – Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All Subrecipients must comply with the equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**Article AB – National Environmental Policy Act**

All Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**Article AC - Lobbying Prohibitions**

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. section 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

**Article AD - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**Article AE - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

**Article AF - Fly America Act of 1974**

The Subrecipient hereby acknowledges and agrees that it must comply with the following Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

**Article AG - Federal Leadership on Reducing Text Messaging while Driving**

All Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

**Article AH - Federal Debt Status**

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

**Article AI - False Claims Act and Program Fraud Civil Remedies**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 38 U.S.C. sections 3801-3812 which details the administrative remedies for false claims and statements made.

**Article AJ - Energy Policy and Conservation Act**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Chapter 77) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**Article AK - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

**Article AL - Duplication of Benefits**

Any cost allocable to a particular Federal award, provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

**Article AM - Drug-Free Workplace Regulations**

The Subrecipient hereby acknowledges and agrees that it must comply drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 30001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

## **Article AN - Civil Rights Act of 1968**

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR section 100.201).

### **XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

### **XV. AGREEMENT RENEWAL**

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

### **XVI. RIGHT TO ASSURANCE**

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

### **XVII. CANCELLATION FOR CONFLICT OF INTEREST**

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

### **XVIII. THIRD PARTY ANTITRUST VIOLATIONS**

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

### **XIX. AVAILABILITY OF FUNDS**

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. section 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

**XX. FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

**XXI. PARTIAL INVALIDITY**

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

**XXII. ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. section 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

**XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION**

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

**XXIV. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The Subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

**XXV. LICENSING**

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

**XXVI. SECTARIAN REQUESTS**

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

**XXVII. ADVERTISING AND PROMOTION OF AGREEMENT**

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

**XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The Subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The Subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Subrecipient.

The AZDOHS and the Subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the Subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the Subrecipient.

**XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

**XXX. INDEMNIFICATION**

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

*Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.*

**XXXI. TERMINATION**

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

**XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

**XXXIII. PARAGRAPH HEADINGS**

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

**XXXIV. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

**XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

**XXXVI. SPECIAL CONDITIONS**

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- d) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

## **NOTICES**

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security  
1700 West Washington Street, Suite 210  
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at [www.azdohs.gov](http://www.azdohs.gov).

The AZDOHS shall address all notices relative to this Agreement to:

Grants Manager, Kristin Taft  
Enter Title, First & Last Name Above  
Town of Marana  
Enter Agency Name Above  
11555 W. Civic Center Dr.  
Enter Street Address Above  
Marana, AZ, 85653  
Enter City, State, ZIP Above

## **XXXVIII. IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

### **FOR AND BEHALF OF THE**

\_\_\_\_\_  
Enter Agency Name Above

\_\_\_\_\_  
Authorized Signature Above  
Jamsheed Mehta, Town Manager  
Print Name & Title Above

\_\_\_\_\_  
Enter Date Above

### **FOR AND BEHALF OF THE**

Arizona Department of Homeland Security

\_\_\_\_\_  
Gilbert M. Orrantia  
Director

\_\_\_\_\_  
Date

*(Complete and mail two original documents to the Arizona Department of Homeland Security.)*



**Council-Regular Meeting**

**C5**

**Meeting Date:** 03/19/2019

**To:** Mayor and Council

**From:** Cherry L. Lawson, Town Clerk

**Date:** March 19, 2019

**Subject:** Approve March 12, 2019 Study Session Meeting Minutes and March 5, 2019 Regular Council Meeting Minutes (Cherry L. Lawson)

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**Attachments**

03/12/2019 Study Session Meeting Minutes DRAFT

03/05/2019 Regular Council Meeting Minutes DRAFT

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**MARANA TOWN COUNCIL  
STUDY SESSION**

**11555 W. Civic Center Drive, Marana, Arizona 85653  
Council Chambers, March 12, 2019, at or after 6:00 PM**

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

**SUMMARY MINUTES**

**CALL TO ORDER AND ROLL CALL**

**Mayor Honea** called the meeting to order at 6:02 PM, and directed the Town Clerk to call the Roll.

**Mayor Honea, Vice Mayor Post, and Council Members Bowen, Comerford, Kai, Officer and Ziegler. A quorum of the Council was present.**

**PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE**

**Mayor Honea** led the Pledge of Allegiance followed by a moment silence.

**APPROVAL OF AGENDA**

*Council Member Ziegler moved to approve the agenda as presented, and Vice Mayor Post seconded the motion. Motion passed unanimously: 7-0.*

**DISCUSSION/DIRECTION/POSSIBLE ACTION**

**D1** Presentation: Relating to Floodplain Management; a presentation on the findings from the first phase of the Town's Northwest drainage study (Keith Brann)

**Keith Brann, Town Engineer** presented the first phase of the study which was to research and build a hydrologic and hydraulic floodplain model. The next phase of the study will take various proposed infrastructure improvements and determine how they impact the model and floodplain. Highlights of the PowerPoint Presentation is provided below and is available for viewing in the Clerk's Office. *(CMG Drainage/Clint Glass in attendance).*

#### Purpose and Goals of the Study

- FY19 CIP Project
- Detailed hydraulic study of NW Marana
  - Better existing conditions of data
  - Better understanding of flow patterns
- Verify effectiveness of contemplated major infrastructure
- Determine if there are minor but effective projects

#### Phase 1 – Existing Conditions

- Early FY19 – Data gathering
  - Review history of drainage problems
  - Verify existing drainage infrastructure
  - Pickup surveys of key infrastructure
  - Review newer local drainage studies
    - “East” model starts with 2009 FEMA Mapping Model
    - Modified for non-regional storm event
    - 20ft Grid west of CAP canal and north of Moore Road
      - Time-lapse of flood event is shown. Looking for "low-hanging fruit" -- projects that can be done without substantial funding.
- 1<sup>st</sup> Half FY19 – Building computer models
  - New “West” model
  - Non-regional storm event
  - 20ft Grid North of Twin Peaks Road
- Original results from 2009 Tortolita Alluvial Fan Study
  - Review of the mapping area
- Northwest Marana Drainage – East side
  - Review of mapping area
- Northwest Marana Drainage – West side
  - Review of mapping area
- 48 Hour Time Lapse

- Marana Master Drainage Plan (East FLO-2D): Flow Depth
- Review of mapping area

"East" model is north of the river; "West" model is south of the river. West model is new; East model is an update of the earlier model done to fight with FEMA in 2009. Grids in the 2-dimensional model from 2009 was at 100 sf. New model uses 20 sf grids -- much more detailed.

## Phase 2 – Alternatives Analysis

- Review and model major flood control infrastructure previously contemplated
  - Barnett Channel
  - Marana Road Channel
  - Hardin Road Channel
  - Pinal County Line Channel
- Model CAP canal near airport for breach scenario/potential LOMR
- Review and model minor problem areas as directed, possible areas include:
  - Marana Main Street
  - Various dip crossings
  - Veteran's cemetery area

Barnett Channel – modeled as previously designed

- No significant improvements in regional flooding

Barnett Channel – With CAP interception

- Significant Regional Improvements
- Floodplain reduced to Kirby Hughes Road

Barnett Channel appears not to help us much unless we extend it to the CAP overshoots, in which case it dries up everything as far as Kirby Hughes Road.

Marana Channel

- No significant improvement in regional flooding
- Significant benefit to localized flooding

A Marana Road channel will only help in the immediate area of the Marana interchange.

Harden Channel

- Significant Regional Improvements
- Floodplain reduced north of Hardin Road

A Hardin Road channel appears to help all the way to the Veteran's cemetery, but there's no river outlet for it, so it would end up sheeting back overland.

Marana Airport – Without Embankments

- CAP and Twin Peaks Road embankments removed from model

Marana Airport – Breach Scenario 1

- Twin Peaks Road embankment in place
- CAP embankment modeled with 100ft breach

Marana Airport - Breach Scenario 2

- Twin Peaks Rd and CAP embankments modeled with 100ft breach

For the west model, Avra Valley Road removes most flooding north of it. Happy with what the models have shown.

Next Steps

- Incorporate stakeholder input
- Complete drainage model runs
- Prepare 15%DCR level designs and cost estimates for certain projects
- Finalize master study findings
- Identify potential benefit areas
- Explore funding alternatives
- Supplemental Services to be considered
  - Detailed design
  - Letter of Map Revisions

**Mr. Brann** stated a stakeholder meeting was held on February 26 with large land owners. The Town is still getting feedback from that meeting. Will eventually move to DCR and possible future CIP projects.

**Mayor Honea** stated Barnett was going to be a linear park; costs make it not realistic. He asked whether the Town is now looking only at it as a drainage feature. **Mr. Brann** replied it would be more drainage-centric. Idea was for Barnett Road to be taken out of service and making the channel 200 feet wide. Now, with utility relocation expense considerations, we're looking to keep the road in service and just using the rest as a drainage conveyance.

**Council Member Kai** stated the Town need to prioritize the projects. No projects at the airport -- leave projects over there on the back burner. Concentrate on Barnett channel and flooding in the north area.

**Council Member Bowen** asked whether Barnett needs to be connected in order to work. **Mr. Brann** stated it does to the CAP overshoots. It does have secondary benefits, allowing adjacent development to drain to it.

**Vice Mayor Post** commented there are a couple of CAP overshoots that are close together, asking whether that water can be routed to the Barnett channel. **Mr. Brann** stated it might not be enough elevation fall to accomplish that, but staff will look into it.

**D2** Presentation: Relating to Water; update on the status of Major Water Infrastructure Projects (John Kmiec)

**John Kmiec, Water Director** provided a PowerPoint presentation on Critic Projects related to Water and Water Infrastructure Reclamation. He reported on the following efforts: prepare for growth; plan to have redundancy and water treatment campuses update. Highlights of the PowerPoint Presentation is provided below and is available for viewing in the Clerk's Office.

#### Critical Projects

- Picture Rocks and Airline/Lambert Water Treatment Campuses
- Northwest Recharge, Recovery and Delivery System (NWRDSD)
- Twin Peaks-Continental Reserve Interconnect
- W+ to X-Zone Booster Station and PRV
- Future Water and Sewer Crossing Near Tangerine/I-10

#### Airline/Lambert and Picture Rocks Water Treatment Campuses

- \$15M loan approved by WIFA in December, closed on loan in January
- Carollo Engineers started design in January
- Bench scale media testing in progress
- CMAR SOQs received March 7
- Website being updated with sample results and monthly progress reports

#### Airline/Lambert and Picture Rocks Water Treatment Campuses

- Review of timeline

#### UV-H<sub>2</sub>O<sub>2</sub> +GAC Simplified Process Flow Schematic

- Review of the schematic

#### Picture Rocks Water Treatment Layout

- Review of Continental Reserve Site Conceptual Layout Anion Exchange + LPHO  
UV-H<sub>2</sub>O<sub>2</sub> + GAC Quenching

#### Airline/Lambert Water Treatment Layout

- Review of Saguaro Bloom Site Conceptual Layout Anion Exchange + LPHO UV-H<sub>2</sub>O<sub>2</sub> + GAC Quenching

#### Airline/Lambert Picture Rocks Water Treatment Campuses

- Ion Exchange + UV-H<sub>2</sub>O<sub>2</sub> + GAC Quenching Capital Investment
  - Picture Rocks/Continental Reserve \$5.7M
  - Airline-Lambert/Saguaro Bloom \$4.3M
  - Price escalation, future capacity sizing contingency, etc. \$2.0-5.0M
  - Total \$12.0-15M

**Mayor Honea** asked whether the filtration plants designed to handle more capacity, or just these particular wells, as he is concerned about redundancy. **Mr. Kmiec** replied stating staff has been working with the engineers to come up with a maximum design criteria, to not only meet current customer demands, but also additional supply interconnections. The Town does not want to build them too big, but big enough to handle future needs.

**Council Member Ziegler** commented on price escalation, future site capacity sizing asking what is likely to escalate price (referring to equipment purchase), as she views price escalation and contingency as one-in-the-same. **Mr. Kmiec** stated a lot of the numbers presented were completed in the 2017 study. Some of this is related to those numbers, and Marana is not alone in dealing with these advance treatment process issues. When the Town begins to select equipment for purchase, we may not know what the price escalation may be as it is a supply and demand scenario with UV lamps, in particular, with getting those vessels delivered to the Town of Marana that are also being purchased by other communities could increase these costs. **Council Member Ziegler** questioned the scope of work asking whether there is any risk in it as was explained earlier being vetted out. **Mr. Kmiec** replied stating the approach as outlined is tried and true, and is similar to the City of Tucson in how certain compounds are being handled.

#### Northwest Recharge, Recovery and Delivery System (NWRRDS)

- 2,400 AF per year (2.2 MGD) of recovered CAP water directly in to the system (wet water) for Marana
- Expanded utilization of existing wells/system
- Creates system redundancy for current customers; provides water for growth areas of Hartman Vistas and Picture Rocks Water Systems, and the Twin Peaks corridor.

#### Benefits

- Reduce groundwater pumping in eastern Marana
- Cost sharing with Metro Water and Town of Oro Valley
- Provides access to Arizona Water Bank water in times of CAP shortage

**Mr. Kmiec** stated substantial CAP water resources have been banked in the town and around the airport at two facilities. This project puts that wet water to actual use. This project as a maximum design capacity of 10,000 sf. If other agencies use less, other agencies can take advantage of the available capacity. Helps remedy an area where the groundwater situation is poor. This would be cost-prohibitive on our own. Arizona Water Bank has also been storing significant water in this area. We can use that water in times of shortage. One of the reasons we got \$550K from CAP/CAWCD was to allow us to use that water in times of shortage.

**Council Member Kai** asked whether the Town can tap the Arizona Water Banking Authority (AWBA) to help with this NW Recovery project, or are they just providing the water resource. He asked whether AWBA would assist in paying for those cost. **Mr. Kmiec** replied stating the recovery plan has not been fully vetted. That is one of the reasons the reliability money was released to us.

**Mayor Honea** asked whether the Arizona Water Bank water is being pumped from the canal into the recharge basin in this area. **Mr. Kmiec** affirmed. **Mayor Honea** asked whether they can send it the other way. **Mr. Kmiec** stated he has not heard of that happening. **Mayor Honea** asked whether OV recharging water is in those basins. **Mr. Kmiec** replied yes, 4000 sf/yr. for the past 10+ years. They have over 25000 sf in the area. Metro has over 45000 sf in this area. This project will allow OV to reduce its reliance on wheeling with the City of Tucson. Still looking at design issues. Source water map shows separate Marana and CAP recovery pipelines, to be tied together at the east side of the airport just west of the CAP canal on the north side of Avra Valley road. Town will need to extend a line from the existing airport system to the connection point.

Northwest Recharge, Recovery and Delivery System (NWRRDS)

- Review of timeline schedule

Northwest Recharge, Recovery and Delivery System (NWRRDS)

- Marana Connection Booster Station

Marana Water Systems

- Review of mapping area

Continental Reserve Interconnect

- Review of proposed pipeline
- Continental Reserve Reservoir and Booster Station
- Design in Progress: ~6,200 LF 24" Pipe, ~\$1.7M

**Mr. Kmiec** provided an overview of disconnected water systems. Continental Reserve interconnect connects the Continental Reserve reservoir and booster station to connect

to the Hartman Vistas area, allowing water to go both ways. Allows flexibility and redundancy in case of a loss of wells. This will allow NWRDRS to benefit the entire Hartman Vistas and Continental Reserve areas.

#### W+ to X Zone Booster and PRV Station

- Review of mapping area of existing water line
- Design in Progress: ~\$935,000 total budget

W to X zone booster in Tangerine Farms Road. This has been on their radar for several years as the design in process. Ventana Medical Systems is barely able to meet its fire flow requirement. What is necessary for this area is to have a booster station and pressure reducing valve assembly to be able to add some relief to the corridor, the Tangerine Road Interchange, and to provide higher pressure to commercial development along Tangerine. If someone else comes in near Ventana, we will need this to be in place as the Town would not be able to serve them. The booster station is currently in design as the Town would like to have this completed so to be able to provide service in that area.

#### Future Tangerine/I-10 Crossing

- Review of mapping areas: Existing Sewer, Existing Water and Proposed Water

**Mr. Kmiec** commented on growth on the east side Tangerine. They do not have a project as it was not projected in the Town's 10 Year Infrastructure Improvement Plan. However, there has been many conversations in determining how to get water up into the Tangerine Road area. A future project (not in our 10-year plan) would interconnect from the Tangerine interchange to the Tangerine Business Park, which will allow gravity service of the Tangerine interchange area. With future ASLD development on Tangerine Road, an interconnection could occur with the Hartman Vistas system.

**Mayor Honea** stated most redundancy lines will flow either way. **Mr. Kmiec** affirmed stating, ideally the Town will be able to move water up and down the zones, but most often you want it to be delivered by gravity from the higher elevation area to the lower. **Mayor Honea** stated water quality is also a concern; the Town will be able to move water around if we run into an issue. **Mr. Kmiec** stated yes, as that is exactly what we were missing last year--we did not have the ability to shut off wells and move water around.

**Mayor Honea** asked whether the Town will have enough storage capacity. **Mr. Kmiec** stated developers will need to build more reservoirs throughout the system.

**Mr. Mehta** stated absent in this presentation, but does need to be addressed are the likely costs. For drainage, it will be several months, but it will be in the many millions;

not funded in current program. There will be additional financial needs for what Council determine is critical needs.

### **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), Council may ask for discussion or consideration, or consultation with designated Town representatives, or consultation for legal advice with the Town Attorney, concerning any matter listed on this agenda for any of the reasons listed in A.R.S. §38-431.03 (A).

### **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**

*Vice Mayor Post moved to adjourn the meeting, and Council Member Kai seconded the motion. Meeting adjourned at 7:02 PM. Motion passed unanimously, 7-0.*

### **CERTIFICATION**

I hereby certify that the foregoing are the true and correct minutes for the Study Session Meeting of the Marana Town Council meeting held on March 12, 2019. I further certify that a quorum was present.

---

Cherry L. Lawson, Town Clerk



MARANA TOWN COUNCIL  
REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653  
Council Chambers March 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

SUMMARY 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. **Vice Mayor Jon Post; Council Members Dave Bowen, Patti Comerford, Herb Kai, and Roxanne Ziegler** were present. All council members were present constituting a quorum.

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

APPROVAL OF AGENDA

*Council Member Comerford moved to approve, with a second provided by Council Member Kai. The motioned passed unanimously, 7-0*

CALL TO THE PUBLIC

**Mayor Honea** opened the meeting to receive public comment.

**Sean Azad** spoke to Council regarding the construction of a brick wall on his property, and his interactions with the Engineering Department.

## **PROCLAMATIONS**

**P1** Proclaiming March 8, 2019 as St. Baldrick's Day in Marana (Cherry L. Lawson)

**Chris Dow** thanked the Council and provided a brief PowerPoint Presentation on the St. Baldrick's Mission.

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

There were no reports offered.

## **MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS**

**Jamsheed Mehta, Town Manager**, provided an update on the Council Executive Report stating there were 43 single family permits issued in February; compared to this time last year is a seven (7%) decrease in permits issued. On Saturday, March 9 at 8 a.m. the Ora Mae Harn Park will host the Cape Chase Fun Run in the Marana community. There is a Study Session scheduled for March 12 at 6 PM; 2019 Community Conversations starts March 13 at the Wheeler Taft Abbett Library, located at 7800 N. Schisler, Drive from 6 pm to 7 pm, and lastly the Marana Bluegrass Festival will be held from Friday, March 15 to Sunday, March 17 at Gladden Farms Community Park, 12205 North Tangerine Farms Road.

## **PRESENTATIONS**

## **CONSENT AGENDA**

*Council Member Bowen moved to approve the Consent Agenda, and Council member Ziegler seconded the motion. The motion passed unanimously, 7-0.*

**C1** Resolution No. 2019-015: Relating to Utilities; approving and authorizing the Mayor to sign an Intergovernmental Agreement between Pima County and the Town of Marana for Cost Sharing Related to the Twin Peaks Utility Easement (John Kmiec)

**C2** Resolution No. 2019-016: Relating to Public Works; approving and authorizing the Mayor to sign an Intergovernmental Transportation Funding Agreement with the Regional Transportation Authority for the Regional Traffic Signal Program; equipment (Mo El-Ali)

**C3**    Resolution No. 2019-017: Relating to Public Works; authorizing Town staff and representatives to acquire by negotiation or condemnation Pima County Assessor's Parcel No. 221-21-004E, located on the south side of Silverbell Road between its two Continental Reserve Loop intersections and consisting of the Picture Rocks Wash drainageway, for flood control purposes (Frank Cassidy)

**C4**    Resolution No. 2019-018: Relating to Parks and Recreation; approving and authorizing the Mayor to execute an intergovernmental agreement for educational services and programming between the Town of Marana and Pima County (Corey Larriva)

**C5**    Resolution No. 2019-019: Relating to Real Estate; approving and authorizing the Mayor to sign Purchase Agreements with Metropolitan Domestic Water Improvement District for the sale of two well sites on Town property in the vicinity of the Marana Regional Airport (Frank Cassidy)

**C6**    Approval of Minutes from the Study Session Council Meeting of February 26, 2019 and the Regular Council Meeting of February 19, 2019 (Cherry L. Lawson)

## **LIQUOR LICENSES**

**L1**    Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a License Acquisition of Control series 10 Beer and Wine Store liquor license application submitted by Jodi L. Vurnovas on behalf of GOOD 2 GO, located at 8333 N. Cortaro Road, Marana, Arizona 85743 (Cherry L. Lawson)

**Cherry Lawson, Town Clerk** reported the application has undergone background checks with the Marana Police and no concerns came forward. Staff is recommending approval of the requested license.

*Council Member Kai moved to approve the License Acquisition of Control series 10 Beer and Wine Store liquor license application submitted by Jodi L. Vurnovas on behalf of GOOD 2 GO, located at 8333 N. Cortaro Road, Marana, Arizona 85743 and Council member Ziegler seconded the motion. The motion passed unanimously, 7-0.*

## **BOARDS, COMMISSIONS AND COMMITTEES**

## **COUNCIL ACTION**

**A1     Resolution No. 2019-020:** Relating to Development; approving and authorizing the Mayor to sign the development agreement among the Pima County Flood Control District, the Town of Marana, Alta Vista Communities RP LLC, and I.T. Investments Three, L.L.C. for CDO North Bank Improvements, I-10 to Thornydale (Frank Cassidy)

**Frank Cassidy, Town Attorney** provided an overview of this item stating this is a four (4) party agreement to facilitate the construction of the bank protection and linear park along the CDO – Aerie Drive and south of Aerie Drive where there is vacant land exists. The area needs to have bank protection in order for construction to occur between Aerie Drive and the CDO Wash. The two property owners Gary Brave and Roger Carver are the owners of Alta Vista Communities RP LLC who owns the larger portion. Doran Sears is the owner of I.T. Investments Three, LLC who owns the portion at Aerie Drive and Thornydale Road. The Pima County Flood Control District ("PCFCD") has been negotiating with the Landowners to facilitate the dedication of land needed for the construction of bank protection and linear park improvements along the north bank of the CDO Wash. The negotiations resulted in the CDO North Bank Development Agreement among PCFCD, the Landowners, and the Town and now presented to the Council for approval by this agenda item.

Most of the terms and obligations of the CDO North Bank Development Agreement involve only PCFCD and the Landowners, and do not directly involve the Town. The Town of Marana is a party to the CDO North Bank Development Agreement for four key reasons:

1. The bank protection and linear park improvements to be constructed pursuant to the agreement are located within the town limits of Marana.
2. The Town owns land and property rights in and along the CDO Wash and Carmax Wash that need to be quit-claimed to PCFCD so that the improvements can be construction and maintained as contemplated by the agreement.
3. The Landowners need assurance that their dedication of land to PCFCD for the bank protection and linear park improvements will not adversely affect the development of and the development entitlements associated with the lands the Landowners will retain between the CDO Wash and Aerie Drive.
4. Being a party to the agreement gives the Town standing to assure the construction and maintenance of the improvements as contemplated by the agreement.

Lastly, the Town is not involved financially on this item; however, Marana does have the ability to enforce the agreement. It does cover all of the bank area from Thornydale Road to I-10, the loop connection goes under I-10, under the rail tracks and connects to the existing loop over to the West side of I-10. It is an extension of the loop and the ramp.

**Mayor Honea** stated the Town had a project on Twin Peaks where it was approximately 30 acres, low density residential where the Town needed five (5) acres for a water tank or a well. That individual approached the Town and requested to use five (5) acres that the Town had in order to get 60 units, and the Council approved it. This appears to be somewhat similar in that it will be open space, maintained by the Flood Control District or the individuals in the area. He stated at one time the Town spoke about adding a dip section to bridge Home Depot and the other stores in that area, by deeding the land to County is the Town will it preclude the Town from doing something similar to this in the future. **Mr. Cassidy** stated it will not preclude the Town; however, complicates matters as the Town would be crossing Flood Control land. Whereas the land in the middle of the wash in the CDO is owned by the Town. The construction of the bank protection will complicated building a dip section.

**Council Member Kai** stated it could be possible to build a pedestrian bridge to tie in the north side from the south side to allow pedestrians to shop. He asked whether the Town should pursue a right-of-way or stay where we are, as asked by **Mayor Honea**. **Mr. Cassidy** stated there is currently a pedestrian bridge crossing the Carmax Wash; the path crosses at Thornydale for those wanting to bike or walk near Target's and Lowes' or from the area to Costco would be able to walk along Thornydale Bridge. The Town has not accommodated any type of pedestrian bridge.

**Mayor Honea** asked whether there will be a trail on the bank protection. **Mr. Cassidy** stated there would be a 16' paved cross-section on top of the bank protection that was put in the linear park.

*Council Member Kai moved to adopt Resolution No. 2019-020 and Council member Ziegler seconded the motion. The motion passed unanimously, 7-0.*

**Vice Mayor Post** stated he wished to reopen the Consent Agenda items and remove Item C5 for Council consideration as he wanted to have a discussion about this item, though he voted for the items on consent and asked Mr. Cassidy for his opinion. **Mr. Cassidy** stated if the Council choses Council could reopen the item and remove the item from the Consent Agenda for separate consideration. At the same meeting, Council could reopen an item and vote on it again.

*Vice Mayor Post moved to remove Item C5 from the Consent Agenda and discuss it in Executive Session, and Council Member Kai seconded the motion. The motion passed unanimously, 7-0.*

**Mayor Honea** suggested the Council wait until all items have been discussed prior to adjourning into an Executive Session Meeting.

## **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)

**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** reported on several legislative items that are being tracked by the Town, HB2109 County Transportation Excise Tax and SB1460 Digital Goods and Services Related to Local Taxation.

## **EXECUTIVE SESSIONS**

**E1** 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.

**E2** 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.

*[7:32 PM] Vice Mayor Post moved to go into Executive Session for the discussion of Item C5, and Council Member Bowen seconded the motion. The motion passed unanimously, 7-0.*

*[7:59 PM] Council Member Bowen moved to remove Item C5 from the Consent and it be reconsidered by Council in one month subject to review options, and 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, and Council Member Kai seconded. The motion passed unanimously, 7-0. Meeting adjourned: 8:01 PM.*

## **CERTIFICATION**

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

---

Cherry L. Lawson, Town Clerk



## **Council-Regular Meeting**

**A1**

**Meeting Date:** 03/19/2019

**To:** Mayor and Council

**From:** Brian Varney, Senior Planner

**Date:** March 19, 2019

**Strategic Plan Focus Area:**

Not Applicable

**Subject:** PUBLIC HEARING: Ordinance No. 2019.006: Relating to Development;  
approving a rezoning of approximately 5.47 acres of land located north of  
Cortaro Farms Road and west of Cerius Stravenue from R-8 Single-Family  
Residential and Light Industrial (LI) to Village Commercial (VC) (Brian D.  
Varney)

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### **Discussion:**

#### **Rezoning Request**

Cortaro Commercial JV, LLC, is requesting approval to rezone approximately 4.08 acres of land from R-8 Single-family Residential and approximately 1.39 acres of land from Light Industrial (LI) to Village Commercial (VC) to accommodate the balance of the commercial development planned for Cortaro Ranch.

#### **Marana General Plan**

The Marana General Plan designates the proposed rezoning area with a land use category of Medium Density Residential (MDR), which accommodates commercial land use.

#### **Land Use**

The rezoning area was platted as part of the Cortaro Ranch Lots 1-297 and Common Area "A" and planned for 16 residential lots and retention area for the subdivision. The owner of the adjacent commercial development, Cortaro Commercial JV, LLC, has engaged in a land exchange with the Cortaro Ranch Community Association for land within the rezoning area with the understanding and agreement that the commercial development would be extended northwesterly to the property boundary. The intent of the requested rezoning is to clean up the fragmented zoning in this portion of Cortaro

Ranch and establish a uniform zoning throughout the area planned for commercial development. The land use plan for the rezoning area consists largely of retention / detention basins to serve the both the planned commercial development, as well as the existing residential. The remainder of the rezoning area will accommodate a portion of a commercial pad site. The rezoning application is accompanied by an application for a final plat for Cortaro Ranch Phase II as well as a development plan for Cortaro Ranch Phase II.

### **Access and Circulation**

Access to the rezoning area will be provided directly from Cortaro Farms Road and Cerius Stravenue, as well as the future Joplin Lane. The final plat will dedicate right-of-way to the Town for Joplin Lane, and the developer will be required to construct the roadway adjacent to its property in accordance with the Cortaro Ranch Commercial Assurance and Development Agreement. The master traffic study for the entire development has been reviewed and accepted by the Town's Traffic Engineering Division.

### **Utilities**

The subdivision will be served by Marana Water, Pima County Wastewater, Tucson Electric Power, and Southwest Gas. Fire service will be provided by Northwest Fire District.

### **Citizen Participation**

The property owner attended a Cortaro Ranch Homeowner Association neighborhood meeting on January 28, 2019 to introduce the proposed rezoning to the nearby property owners. The property owner has reported to staff that no opposition or concern was expressed by the attendees.

### **Public Notification**

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

### **Recommended Findings of Fact**

1. The property is currently zoned R-8 (single-family residential, minimum lot size of 8,000 square feet) and Light Industrial (LI). The proposed change in zoning to Village Commercial (VC) will not require an amendment to the General Plan.
2. With the acceptance of the recommended conditions, the proposed rezoning is in compliance with all other development standards of the Land Development Code related to this zoning classification.
3. The proposed rezoning, with acceptance of the recommended conditions, does not appear to be detrimental to the immediate area or to the health, safety, and welfare of the inhabitants of the area and the Town of Marana.

### **Case Analysis Review Criteria**

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

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

2. Ability to comply with requirements of the zoning regulations, i.e. lot size, frontage, setbacks, etc.:

With the acceptance of the recommended conditions the proposed rezoning complies with the requirements of Village Commercial (VC) zoning and the purpose and intent of the Land Development Code.

3. Consistent with the purpose of the zoning regulations and with the intent of the General Plan:

The proposed rezoning is consistent with the purpose and intent of the Land Development Code and the Town of Marana General Plan.

4. Compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the Town:

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

#### **Staff Recommendation:**

Staff recommends adoption of Ordinance No. 2019.006, approving the Cortaro Ranch Phase II rezoning, based upon the recommended findings and subject to the conditions set forth in the draft ordinance included with these agenda materials.

#### **Planning Commission Recommendation:**

A public hearing was held before the Planning Commission on February 27, 2019 to consider the rezoning request. The Commission voted unanimously (7-0) to recommend to the Town Council approval of the Cortaro Ranch Phase II rezoning.

#### **Suggested Motion:**

I move to adopt Ordinance No. 2019.006, approving the Cortaro Ranch Phase II rezoning, subject to the recommended conditions.

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### **Attachments**

Ordinance No. 2019.006

PCZ1812-001 CRPHII RZ Exhibit A

PCZ1812-001 CRPHII RZ Map

PCZ1812-001 CRPHII RZ Current Zoning  
PCZ1812-001 CRPHII RZ App  
PCZ1812-001 CROHII RZ Commission Minutes

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## MARANA ORDINANCE NO. 2019.006

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RELATING TO DEVELOPMENT; APPROVING A REZONING OF APPROXIMATELY 5.47 ACRES OF LAND LOCATED NORTH OF CORTARO FARMS ROAD AND WEST OF CERIOUS STRAVENUE FROM R-8 SINGLE-FAMILY RESIDENTIAL AND LIGHT INDUSTRIAL (LI) TO VILLAGE COMMERCIAL (VC)

WHEREAS Cortaro Commercial JV, LLC and Cortaro Ranch Community Association (collectively the "Property Owners") own approximately 5.47 acres of property located north of Cortaro Farms Road and west of Cerius Stravenue in Section 26, Township 12 South, Range 12 East, described and depicted on Exhibit "A" attached to and incorporated in this ordinance by this reference (the "Rezoning Area"); and

WHEREAS an application has been submitted on behalf of the Property Owners to rezone the Rezoning Area from R-8 Single-Family Residential (4.08 acres) and Light-Industrial (LI) (1.39 acres) to Village Commercial (VC) ("this Rezoning"); and

WHEREAS the Marana Planning Commission held a public hearing on this Rezoning on February 27, 2019, and voted 7-0 to recommend that the Town Council approve this Rezoning, subject to the recommended conditions; and

WHEREAS the Marana Town Council held a public hearing on this Rezoning on March 19, 2019 and determined that this Rezoning should be approved.

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

**Section 1.** The zoning of the Rezoning Area is hereby changed from R-8 Single-Family Residential and Light Industrial (LI) to Village Commercial (VC).

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

1. Compliance with all applicable provisions of the Town's codes and ordinances current at the time of any subsequent development including, but not limited to, requirements for public improvements and payment of application fees and applicable development impact fees.

2. A master drainage study must be submitted by the Property Owners and accepted by the Town Engineer prior to Town approval of a preliminary plat or development plan for any portion of the Rezoning Area.
3. A detailed traffic impact analysis must be submitted by the Property Owners and accepted by Town staff prior to approval of a preliminary plat or development plan for any portion of the Rezoning Area.
4. A water infrastructure and phasing plan (WIP) must be submitted by the Property Owners and accepted by the Marana Water Department (the “water provider”) prior to approval of a preliminary plat for any portion of the Rezoning Area. The WIP shall identify all on-site and off-site water facilities needed to serve the proposed development. The WIP shall include all information required by the water provider, such as (but not limited to) analysis of water use and fire flow requirements, and well source, reservoir, and booster station infrastructure needed to serve the proposed development. If the water provider requires a water service agreement as a condition of service to the proposed development, the Property Owners must enter into a water service agreement with the water provider consistent with the accepted WIP.
5. A master sewer plan must be submitted by the Property Owners and accepted by the Pima County Regional Wastewater Reclamation Department (the “wastewater utility”) prior to the approval of any final plat or development plan for the Rezoning Area. The master sewer plan shall identify all on-site and off-site wastewater facilities needed to serve the proposed development, and shall include all information required by the wastewater utility. If the wastewater utility requires a sewer service agreement as a condition of service to the proposed development, the Property Owners must enter into a sewer service agreement with the wastewater utility consistent with the accepted master sewer plan.
6. The Property Owners must design and construct any roadway, drainage, water, and wastewater improvements, and dedicate or acquire any property rights associated with those improvements, that the Town requires based on the data and findings of the accepted traffic impact analysis, the accepted master drainage study, the accepted WIP, the accepted master sewer plan, and other studies approved in connection with the approval of a preliminary plat or development plan for any portion of the Rezoning Area.
7. The final design of all streets and circulation facilities, including gated access (if applicable) and emergency access, must be accepted by the Northwest Fire District prior to Town Council consideration of a final plat for any portion of the Rezoning Area.
8. No approval, permit or authorization by the Town of Marana authorizes violation of any federal or state law or regulation or relieves the Property Owners from responsibility to ensure compliance with all applicable federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. The

Property Owners should retain appropriate experts and consult appropriate federal and state agencies to determine any action necessary to assure compliance with applicable laws and regulations.

9. The Property Owners shall transfer to Marana, by the appropriate Arizona Department of Water Resources form, those water rights being IGR, Type I or Type II for the Town providing designation of assured water supply and water service to the Rezoning Area. If Type I or Type II is needed on the Rezoning Area, the Town and the Property Owners shall arrive at an agreeable solution to the use of those water rights appurtenant to the affected portion of the Rezoning Area.
10. Prior to the issuance of any grading permits, the Property Owners shall submit evidence to the Town that all federal permit requirements have been met through the Corps of Engineers and the State Historic Preservation Office, if federal permits are required for the development of the Rezoning Area.
11. The Property Owners shall not cause any lot split of any kind without the written consent of the Town of Marana.

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

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

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

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Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

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Cherry L. Lawson, Town Clerk

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Frank Cassidy, Town Attorney

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

THAT PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 12 SOUTH, RANGE 12 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP FLUSH MARKING THE EAST QUARTER CORNER OF SAID SECTION 26, FROM WHICH A BRASS CAP FLUSH MARKING THE NORTHEAST QUARTER OF SAID SECTION 26 BEARS NORTH 00°37'19" WEST, 2609.09 FEET;

THENCE SOUTH 89°18'13" WEST, ALONG THE EAST-WEST MIDSECTION LINE OF SAID SECTION 26, 2598.91 FEET;

THENCE DEPARTING SAID MIDSECTION LINE NORTH 00°41'47" WEST, 878.37 FEET; TO THE POINT OF BEGINNING;

THENCE NORTH 00°41'47" WEST, 147.48 FEET;  
THENCE NORTH 89°18'13" EAST, 42.98 FEET;

THENCE NORTH 86°30'01" EAST, 32.52 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 375.68 FEET, FROM WHICH THE CENTER BEARS NORTH 52°36'13" EAST;

THENCE NORTH, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°38'31", AN ARC LENGTH OF 279.60 FEET;

THENCE SOUTH 89°18'10" WEST, 25.00 FEET;  
THENCE NORTH 00°41'47" WEST, 25.06 FEET;  
THENCE SOUTH 89°13'43" WEST, 673.33 FEET;  
THENCE SOUTH 42°44'37" EAST, 688.11 FEET;  
THENCE NORTH 47°15'23" EAST, 25.00 FEET;  
THENCE SOUTH 68°54'55" EAST, 13.31 FEET;  
THENCE NORTH 89°18'13" EAST, 141.01 FEET;  
THENCE NORTH 44°18'13" EAST, 88.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 238,339 SQUARE FEET OR 5.472 ACRES, MORE OR LESS.



EXPIRES 03/31/21

Title: LEGAL DESCRIPTION

Project #: 09003088

Date: 12/17/18

Page: 1 OF 3

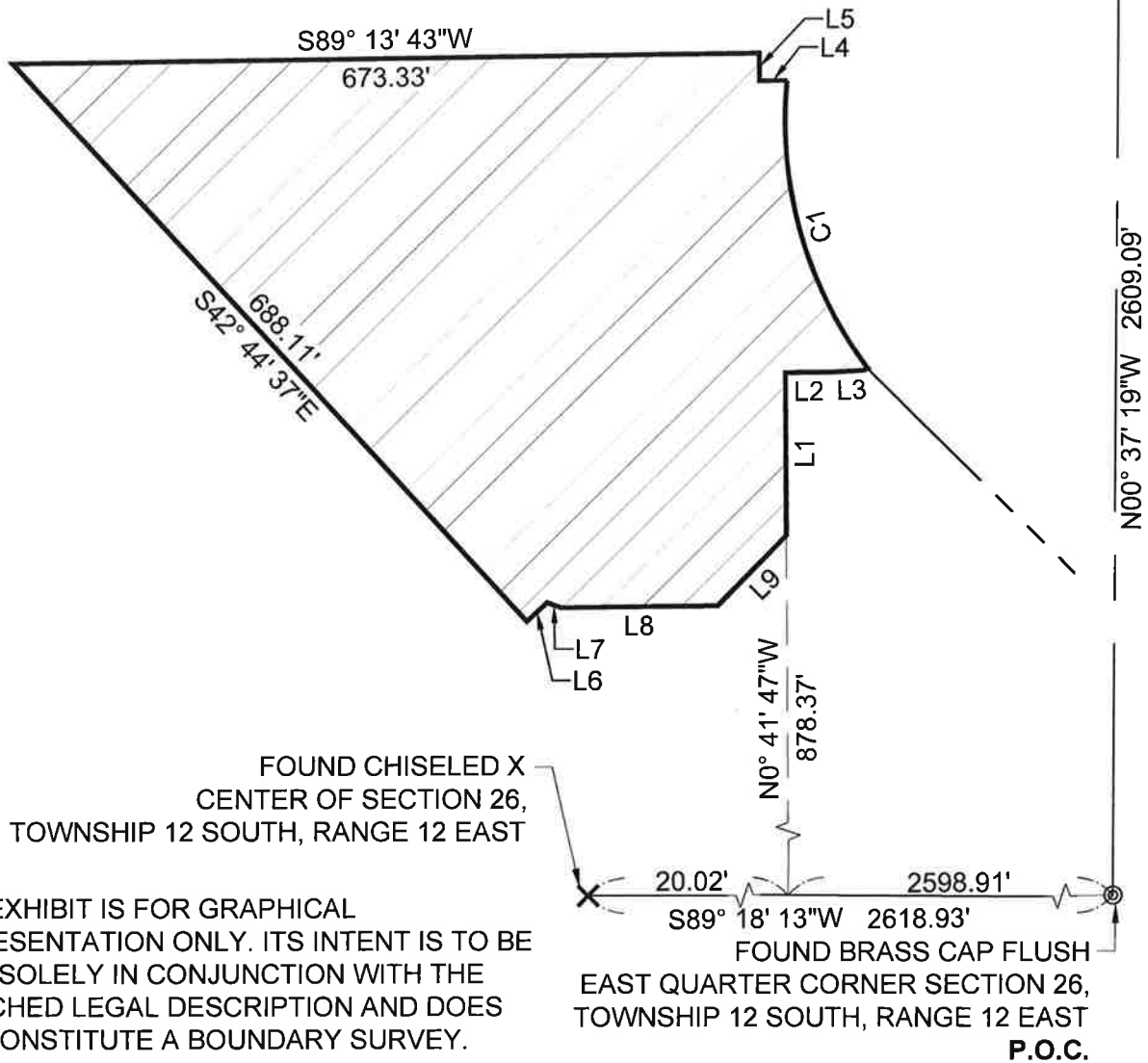




NTS

**EXHIBIT "B"**  
LEGAL EXHIBIT

FOUND BRASS CAP FLUSH  
NORTHEAST CORNER SECTION 26,  
TOWNSHIP 12 SOUTH, RANGE 12 EAST



THIS EXHIBIT IS FOR GRAPHICAL  
REPRESENTATION ONLY. ITS INTENT IS TO BE  
USED SOLELY IN CONJUNCTION WITH THE  
ATTACHED LEGAL DESCRIPTION AND DOES  
NOT CONSTITUTE A BOUNDARY SURVEY.



EXPIRES 03/31/21

Title: LEGAL EXHIBIT

Project #: 09003088

Date: 12/17/18

Page: 2 OF 3



**EXHIBIT "B"**  
LEGAL EXHIBIT

| LINE TABLE |        |               |
|------------|--------|---------------|
| LINE       | LENGTH | BEARING       |
| L1         | 147.48 | N0° 41' 47"W  |
| L2         | 42.98  | N89° 18' 13"E |
| L3         | 32.52  | N86° 30' 01"E |
| L4         | 25.00  | S89° 18' 10"W |
| L5         | 25.06  | N0° 41' 47"W  |
| L6         | 25.00  | N47° 15' 23"E |
| L7         | 13.31  | S68° 54' 55"E |
| L8         | 141.01 | N89° 18' 13"E |
| L9         | 88.42  | N44° 18' 13"E |

| CURVE TABLE |        |        |           |               |              |
|-------------|--------|--------|-----------|---------------|--------------|
| CURVE       | LENGTH | RADIUS | DELTA     | CHORD BRG.    | CHORD LENGTH |
| C1          | 279.60 | 375.68 | 42°38'31" | N16° 04' 31"W | 273.19       |



EXPIRES 03/31/21

Title: LEGAL EXHIBIT

Project #: 09003088

Date: 12/17/18

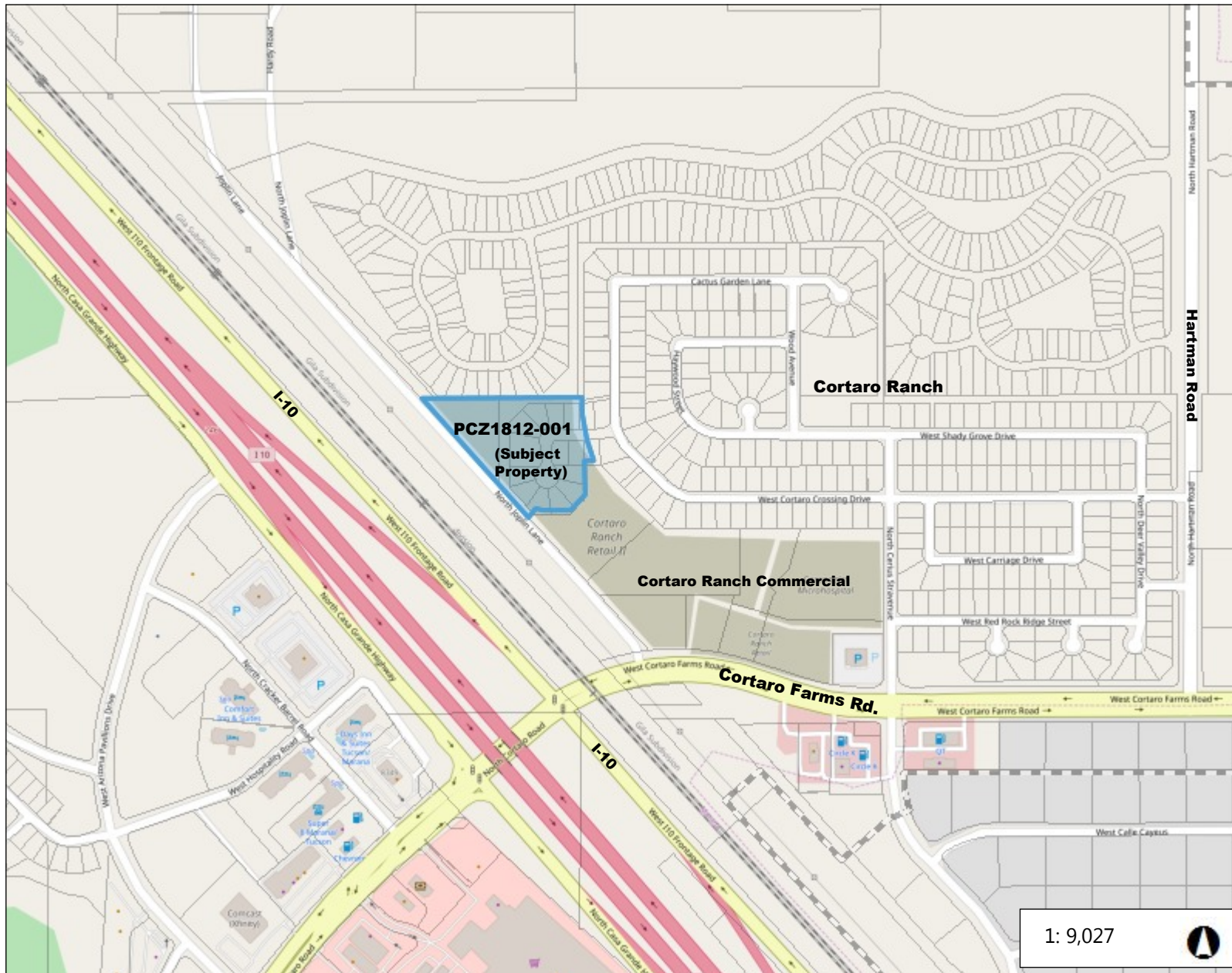
Page: 3 OF 3





Legend

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



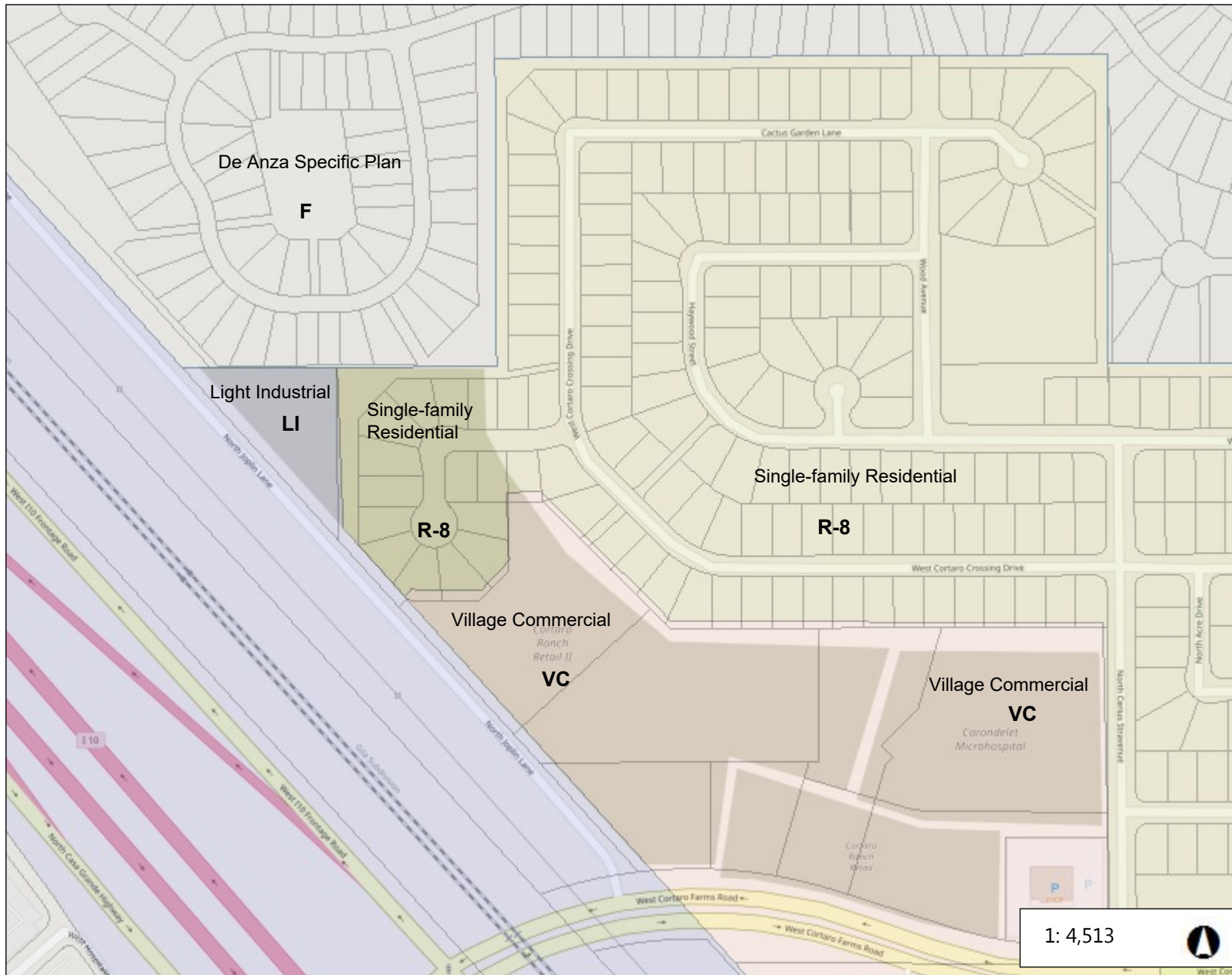
1: 9,027



0.3 0 0.14 0.3 Miles

Notes

PCZ1812-001 Cortaro Ranch Rezoning



### Legend

|               |                                 |
|---------------|---------------------------------|
|               | Marana Addresses                |
|               | Marana Town Limits              |
|               | Parcels (Black)                 |
| <b>Zoning</b> |                                 |
|               | A Small Lot Zone                |
|               | B Medium Lot Zone               |
|               | C Large Lot Zone                |
|               | D Designated Floodplain Zc      |
|               | E Transportation Corridor Z     |
|               | AG Agricultural                 |
|               | R-3.5 Single Family Residential |
|               | R-6 Single Family Residential   |
|               | R-7 Single Family Residential   |
|               | R-8 Single Family Residential   |
|               | R-10 Single Family Residential  |
|               | R-16 Single Family Residential  |
|               | R-36 Single Family Residential  |
|               | R-80 Single Family Residential  |
|               | R-144 Single Family Residential |
|               | RD-180 Rural Development        |
|               | MH Manufactured Housing         |
|               | MR-1 Multi-Family (High Densi   |
|               | MR-2 Multi-Family (Med/High I   |
|               | MU-1 Mixed Use Zone             |
|               | CO Commercial (Office)          |
|               | NC Neighborhood Commer          |

### Notes

0.1 0 0.07 0.1 Miles



## PROJECT APPLICATION

### PROJECT INFORMATION

Project Name: Cortaro Farms

Description of Project: Retail Development

Number of Lots:

Parcel No.(s):

Gross Area (Acres): 4.0

Project Address: NWC Cortaro Road & Cerius Drive

Ref. Project No.: ~~DPR1810-001~~ **PCZ1812-001**

### CONTACT INFORMATION

**Owner:** Cortaro Commercial JV LLC

Contact Name: Andrew Call

Address: 3131 E. Camelback Rd. #115

City: Phoenix

State: AZ

Zip: 85016

Email: [acall@thompsonthrift.com](mailto:acall@thompsonthrift.com)

Phone No.: 602-313-8600

**Applicant:** Cortaro Commercial JV LLC

Contact Name: Andrew Call

Address: Same as above

City:

State:

Zip:

Email:

Phone No.:

**Consultant/Engineer:** Beck Engineering

Contact Name: Justin Evinger

Address: 2942 N 24th Street #114

City: Phoenix

State: AZ

Zip: 85016

Email: [justin.evinger@beckcon.com](mailto:justin.evinger@beckcon.com)

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.)

Andrew Call

12/4/18

Applicant Name (PRINT)

Signature

Date

### FOR OFFICIAL USE ONLY

Project No. **PCZ1812-001**

Date Received **12/4/18**

- |                                                         |                                            |                                                      |                                                  |
|---------------------------------------------------------|--------------------------------------------|------------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Annexation                     | <input type="checkbox"/> Rezone            | <input type="checkbox"/> Specific Plan               | <input type="checkbox"/> General Plan Amendment  |
| <input type="checkbox"/> Preliminary Plat               | <input type="checkbox"/> Final Plat        | <input type="checkbox"/> Significant Land Use Change | <input type="checkbox"/> Minor Land Division     |
| <input type="checkbox"/> Variance                       | <input type="checkbox"/> Development Plan  | <input type="checkbox"/> Development Plan Package    | <input type="checkbox"/> Dedications / Easements |
| <input type="checkbox"/> Lic. Agreement                 | <input type="checkbox"/> Landscape Plan    | <input type="checkbox"/> Conditional Use Permit      | <input type="checkbox"/> Report (Type): _____    |
| <input type="checkbox"/> SWPP                           | <input type="checkbox"/> Native Plant Plan | <input type="checkbox"/> Native Plant Exception      | <input type="checkbox"/> Other: _____            |
| <input type="checkbox"/> Improvement Plan (Type): _____ |                                            |                                                      |                                                  |

Revision Date 1/26/2017

MARANA PLANNING COMMISSION  
REGULAR COMMISSION MEETING  
11555 W. Civic Center Drive, Marana, Arizona 85653  
Council Chambers, February 27, 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

**MINUTES**

**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. All Commission Members were present. A quorum was present.

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

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

**ANNOUNCEMENTS.**

**GENERAL ORDER OF BUSINESS.** Approve Regular Planning Commission Meeting Minutes from January 30, 2019. *Motion to approve by Commissioner Tyson, seconded by Commissioner Fehrmann. Passed unanimously.*

**PUBLIC HEARINGS.**

**1. PCZ1812-001: Cortaro Ranch II Rezoning;** A request for a recommendation to the Marana Town Council for approval to rezone approximately 5.47 acres of land from R-8 (single-family residential) [4.08 acres] and LI (Light Industrial) [1.39 acres] to VC (Village Commercial). The property is generally located north of Cortaro Farms Road, west of Cerius Stravenue within a portion of Section 26, Township 12S, Range 12E. (Brian D. Varney)

**Brian Varney, Senior Planner** stated this was a request for a recommendation to the Town Council for approval of a rezoning for Cortaro Ranch Phase II. The rezone request totals 5.47 acres - 4.08 acres R-8 (Residential) and 1.39 acres LI (Light Industrial.) The requested zoning is VC (Village Commercial.)

In 1995 portions of Cortaro Ranch were rezoned to R-8 and VC. Tonight's request is to extend the VC zoning up to the northern property boundary. The portion that is currently zoned LI would serve as a retention/detention basin.

**Chairman Schnee** opened the public portion of the hearing. Seeing there were no speaker cards, **Chairman Schnee** closed the public portion of the hearing.

**Chairman Schnee** stated the intent of this request is to integrate the area as Village Commercial. **Mr. Varney** correct. **Chairman Schnee** asked what is the maximum height of the permitted buildings for that area. **Mr. Varney** stated that VC Zoning allows for a maximum building height of 50'. **Chairman Schnee** wanted to verify if the land was purchased from the HOA. **Mr. Varney** stated the applicant and HOA are currently working on a purchase/exchange for the property. He also noted that the applicant gave a presentation of the project at the HOA meeting in January. There were no concerns from those who attending the meeting. **Mr. Cassidy** made note that the HOA has common area in the rezoning area but he didn't see anywhere on the application that they were an applicant. **Mr. Varney** stated that he will check to make sure the applicant has received a letter from the HOA consenting to the rezoning. **Justin Evinger – engineer for Beck Consulting** – stated it was his understanding that the applicant is initiating a land swap package with the HOA. He was not sure if it has been processed at this time or still in the works. **Mr. Cassidy** stated that between the Commission's recommendation and prior to Town Council approval, that staff has an opportunity to verify they have the documentation attesting that all of the property owners of the properties being rezoned consent to the rezoning. **Commissioner Fehrmann** wanted to make sure the residents to the north will still have privacy with regard to the parking directly behind them. **Mr. Varney** noted the height of the residential sits up a bit higher than the commercial portion.

***Motion to approve by Chairman Schnee, seconded by Commissioner Fehrmann. Passed unanimously. 7-0***

#### **COMMISSION ACTION.**

**1. PRV1811-001: Final Plat for Cortaro Ranch Phase II Lots 1 through 6 and Common Areas "A" and "B";** A request for recommendation to the Marana Town Council for approval of a final plat for a 6-lot commercial subdivision generally located north of Cortaro Farms Road and west of Cerius Stravenue within a portion of Section 26, Township 12 South and Range 12 East. (Brian D. Varney)

Addressing the Commission, **Mr. Varney** stated this was a request for a recommendation to the Town Council for approval of a final plat. The plat area is comprised of 16.51 acres. With approval, the zoning will be VC through the balance of the project area. 6 commercial lots are proposed, ranging in size from 29,267 S.F. to 197,657 S.F. Common Area "A" is the retention/detention area. Common Area "B" will be the portion of land given to the HOA for open space/park site. The project will be directly accessed from Cortaro Farms Road, Cerius Stravenue, and Joplin Lane. The plat will dedicate 33' of right-of-way for Joplin Lane. The developer will construct Joplin Lane adjacent to its frontage.

There were no questions from the Commission.

***Motion to approve by Chairman Schnee, seconded by Commissioner Miller. Passed unanimously. 7-0***

**2. DPR1810-001: Development Plan for Cortaro Ranch Phase II;** A request for a recommendation to the Marana Town Council for approval of the Development Plan for Cortaro Ranch Phase II generally located north of Cortaro Farms Road and west of Cerius Stravenue within a portion of Section 26, Township 12 South and Range 12 East. (Brian D. Varney)

**Mr. Varney** stated this project is known as Cortaro Ranch Phase II and comprised of 16.51 acres. Lot 4/tenant 5 will possibly have a two-story structure planned. The remaining lots will be single story. A few quick-serve restaurants will occupy lots 1, 2, and possible 3.

**Chairman Schnee** thought the plan looked good. He had no questions. **Commissioner Schachter** with regard to the projected roadwork within the next 4-5 years, is the developer or tenants concerned with the possible impact to the area? **Mr. Varney** stated that a TIA Traffic Impact Analysis has been submitted to the town and staff feels everyone is at a good place currently. **Fausto Burrue** noted that staff has had initial discussions with the applicant to let them know that at some point in the future a new interchange would be constructed at Cortaro Road. The applicant is aware there will be an impact at whatever point the construction does occur.

The Commission had no comments or concerns.

***Motion to approve by Chairman Schnee, seconded by Commissioner Fehrmann. Passed unanimously. 7-0***

**INFORMATIONAL ITEMS/POSSIBLE ACTION ITEMS.**

**FUTURE AGENDA ITEMS.**

***ADJOURNMENT. Motion to adjourn at 6:55 p.m. by Vice Chair Duncan, 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 February 27, 2019. I further certify that a quorum was present.

---

Terri Byler, Commission Secretary



## **Council-Regular Meeting**

**A2**

**Meeting Date:** 03/19/2019

**To:** Mayor and Council

**From:** Brian Varney, Senior Planner

**Date:** March 19, 2019

**Strategic Plan Focus Area:**

Not Applicable

**Subject:** Resolution No. 2019-023: Relating to development; approving a final plat for Cortaro Ranch Phase II, Lots 1 through 6 and Common Areas "A" and "B" located north of Cortaro Farms Road and west of Cerius Stravenue (Brian D. Varney)

---

### **Discussion:**

#### **Request**

Beck Consulting Engineers, representing property owner Cortaro Commercial JV LLC, is requesting approval of a final plat for Cortaro Ranch Phase II. The proposed plat includes 6 commercial lots and Common Areas "A" and "B" on 16.51 acres located north of Cortaro Farms Road and west of Cerius Stravenue.

#### **Zoning**

The proposed plat is located within a portion of the Cortaro Ranch subdivision zoned Village Commercial (VC), R-8 (Residential), and LI (Light Industrial). Approximately 5.47 acres of the total 16.51 acres is currently zoned R-8 and LI. On a separate application, the applicant is concurrently requesting a change in zoning for approximately 4.08 acres of land zoned R-8 and approximately 1.39 acres of land zoned LI to VC. If approved by the Town Council, the rezoning will establish VC zoning throughout the entire plat area.

#### **Land Use**

The plat comprises approximately 16.51 acres and proposes six commercial lots ranging in size from 29,567 square feet to 197,657 square feet. All development within the subdivision will be subject to development plan approval and adherence to the Town's commercial design standards. Pursuant to a condition of the rezoning ordinance for

Cortaro Ranch (Marana Ordinance No. 95.30), all development plans and plats within the project area require a recommendation by the Planning Commission and approval by the Town Council. Four previously platted commercial lots within Cortaro Ranch have approved development plans including the Carondelet Health Network micro-hospital, Dutch Brothers, a multi-tenant shell building, and the existing IHOP.

### **Access and Traffic Circulation**

Access to the subdivision will be provided directly from Cortaro Farms Road, Cerius Stravenue, and by the future Joplin Lane. This plat dedicates thirty-three feet of right-of-way to the Town for Joplin Lane, and the developer will be required to construct the roadway adjacent to its property in accordance with the Cortaro Ranch Commercial Assurance and Development Agreement. The plat will vacate the existing public right-of-way for Cortaro Crossing Court (previously Shady Grove Court) approved on the original Cortaro Ranch plat.

### **Utilities**

The subdivision will be served by Marana Water, Pima County Wastewater, Tucson Electric Power, and Southwest Gas. Fire service will be provided by Northwest Fire District.

### **Planning Commission Recommendation:**

The final plat was considered by the Marana Planning Commission at its February 27, 2019 meeting. The Commission voted unanimously (7-0) to recommend to the Town Council approval of the final 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 Marana Land Development Code, Marana General Plan, Marana Ordinance No. 95.30, and the Cortaro Ranch Commercial Assurance and Development Agreement. The proposed plat is in substantial conformance with all required development regulations, and staff recommends approval.

### **Suggested Motion:**

I move to adopt Resolution No. 2019-023 approving the final plat for Cortaro Ranch Phase II, Lots 1 through 6 and Common Areas "A" and "B".

---

### **Attachments**

Resolution No. 2019-023  
PRV1811-001 CRPH2 FP  
PRV1811-001 CRPH2 FP Map  
PRV1811-001 CRPH2 FP Commission Minutes  
PRV1811-001 CRPH2 FP App

---

## **MARANA RESOLUTION NO. 2019-023**

---

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR CORTARO RANCH PHASE II, LOTS 1 THROUGH 6 AND COMMON AREAS "A" AND "B" LOCATED NORTH OF CORTARO FARMS ROAD AND WEST OF CERIUS STRAVENUE

WHEREAS, on September 17, 1996, the Marana Town Council adopted Resolution No. 96-81, approving a final plat for Cortaro Ranch, Lots 1-297 and Common Area "A", located north of Cortaro Farms Road and west of Cerius Stravenue within a portion of Section 26, Township 12 South and Range 12 East; and

WHEREAS, Beck Consulting Engineers, Inc., on behalf of Cortaro Commercial JV, LLC, has applied for approval of a Final Plat for Cortaro Ranch Lots 1 through 6 and Common Areas "A" and "B", a 6-lot commercial resubdivision of Lots 163 through 180, Lots 295 through 297, and Common Area "A" of Cortaro Ranch, Lots 1-297 and Common Area "A", and also a resubdivision of Lots 293C and 294B of Cortaro Ranch, Lots 293A through 294B; and

WHEREAS, the Marana Town Council finds it appropriate not to require additional financial consideration from the subdivider for the abandonment of the public right-of-way or Cortaro Crossing Court (also previously referred to as Shady Grove Court) as shown on the subdivision plat for Cortaro Ranch, recorded in the Pima County Recorder's Office at Book 51 of maps and plats, Page 9, giving due consideration to the public right-of-way's degree of fragmentation and marketability and the public right-of-way and easements granted by this plat, in accordance with Arizona Revised Statutes sections 28-7203, 28-7205, and 28-7208.

WHEREAS the Marana Town Council, at the regularly scheduled meeting on March 19, 2019, determined that the Final Plat for Cortaro Ranch Phase II, Lots 1 through 6 and Common Areas "A" and "B" should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the Final Plat for Cortaro Ranch Phase II, Lots 1 through 6 and Common Areas "A" and "B" is hereby approved.

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

---

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

---

Cherry L. Lawson, Town Clerk

---

Frank Cassidy, Town Attorney

GENERAL NOTES

- GROSS AREA IS 16.51 ACRES OR 719,241 SQ. FT.
- THE EXISTING ZONING FOR THIS PROJECT IS "VC" (VILLAGE COMMERCIAL).
- THE TOTAL NUMBER OF LOTS IS 6.
- 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 SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30" AND 72" ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
- THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
- THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
- TOTAL MILES OF NEW PUBLIC OR PRIVATE STREETS IS 0.25.
- INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. 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 AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. §45-576.
- BASIS OF BEARINGS IS BASED ON THE EAST-WEST MIDSECTION LINE OF SECTION 26, SAID BEARING BEING N 89°18'13" E.
- BASIS OF ELEVATIONS. NAVD88 2154.36 PER NGS DATASHEET PID CZ0534.
- PRIOR TO RECEIVING A GRADING PERMIT, A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AND FEE WILL BE SUBMITTED TO THE TOWN FOR REVIEW.
- AN ARCHAEOLOGICAL MONITOR WILL BE PRESENT DURING GROUND-DISTURBING ACTIVITIES, PER THE CULTURAL REPORT "RESULTS OF ARCHAEOLOGICAL DATA RECOVERY INVESTIGATIONS AT THE PORTION OF AZ AA: 12-285 (ASM) WITHIN THE OLSSON PARCEL, IN MARANA, PIMA COUNTY, ARIZONA," BY TIERRA RIGHT OF WAY, DATED JANUARY 15, 2016.
- A PHASE I ENVIRONMENTAL SITE ASSESSMENT WILL BE PROVIDED TO THE TOWN DATED NOT MORE THAN 180 DAYS PRIOR TO THE RECORDING OF THIS PLAT.
- THIS PLAT IS SUBJECT TO MARANA ORDINANCE 95.30 AND THE CORTARO RANCH COMMERCIAL ASSURANCE AND DEVELOPMENT AGREEMENT RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE ON SEPTEMBER 4, 2015 AT SEQUENCE 20152470219, AS MODIFIED BY THE FIRST AMENDMENT TO CORTARO RANCH COMMERCIAL ASSURANCE AND DEVELOPMENT AGREEMENT RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE ON MAY 4, 2018 AT SEQUENCE 20181240060.
- THE SUBDIVISION IS SUBJECT TO THE FOLLOWING SETBACKS:  
TYPICAL STREET: 30 FEET  
SIDE AND REAR: 20 FEET  
SPECIAL BUFFER ADJACENT TO RESIDENTIAL: 40 FEET
- MAXIMUM BUILDING HEIGHT:  
50 FEET FOR PRINCIPAL BUILDINGS  
30 FEET FOR ACCESSORY BUILDINGS
- BY ITS APPROVAL OF THIS PLAT, THE MARANA TOWN COUNCIL VACATES THE PUBLIC RIGHT-OF-WAY OF CORTARO CROSSING COURT (ALSO PREVIOUSLY REFERRED TO AS SHADY GROVE COURT) AS SHOWN ON THE SUBDIVISION PLAT OF CORTARO RANCH, RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE AT BOOK 51 OF MAPS AND PLATS, PAGE 9.

APPROVAL

BY \_\_\_\_\_ P.E.  
MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER DATE \_\_\_\_\_

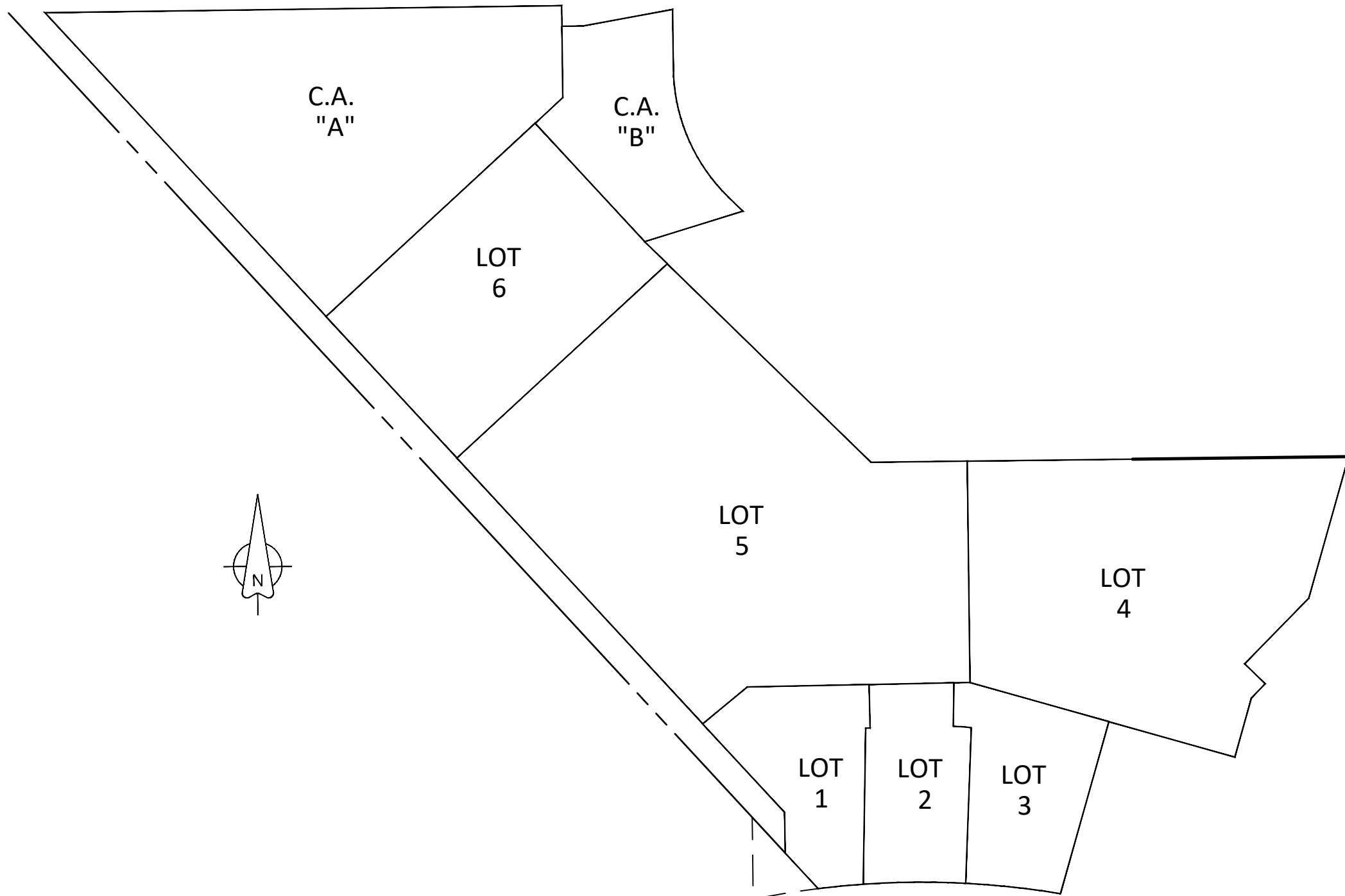
BY \_\_\_\_\_  
DEVELOPMENT SERVICES DIRECTOR DATE \_\_\_\_\_

BY \_\_\_\_\_  
PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT DATE \_\_\_\_\_

TOWN CLERK 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 \_\_\_\_\_, 20 \_\_\_\_.

BY \_\_\_\_\_  
CLERK OF THE TOWN OF MARANA DATE \_\_\_\_\_



OWNER:

CORTARO COMMERCIAL JV, L.L.C.  
901 WABASH AVE STE 300  
TERRE HAUTE, IN 47807

INDEX MAP

1" = 150'

OWNER:

CORTARO RANCH COMMUNITY ASSOCIATION, INC.  
1870 W PRINCE RD STE 47  
TUCSON, AZ 85705

FLOOD ZONE DESIGNATION

REVIEW OF THE FEMA FLOOD INSURANCE RATE MAP 04019C1655L DATED JUNE 16, 2011, REVISED TO REFLECT THE LOMR, EFFECTIVE DATE: MARCH 14, 2017, INDICATED THAT PROPOSED LOTS 1 THRU 4 AND A PORTION OF LOT 5 LIES WITHIN ZONE X (SHADED) FLOOD ZONE.

A PORTION OF PROPOSED LOT 5 AND LOT 6 LIES WITH ZONE AO, AREAS SUBJECT TO INUNDATION BY 1-PERCENT-ANNUAL-CHANCE SHALLOW FLOODING (USUALLY SHEET FLOW ON SLOPING TERRAIN) WHERE AVERAGE DEPTHS ARE BETWEEN ONE (1) AND THREE (3) FEET.

A PORTION OF LOT 6 LIES WITH ZONE AH, AREAS SUBJECT TO 1-PERCENT-ANNUAL-CHANCE SHALLOW FLOODING WHERE AVERAGE DEPTHS ARE BETWEEN ONE (1) AND THREE (3) FEET.

ASSURANCE

TO ASSURE COMPLETION OF THE REQUIRED SUBDIVISION IMPROVEMENTS, CASH HAS BEEN DEPOSITED WITH THE TOWN OF MARANA PURSUANT TO ARIZONA REVISED STATUTES SECTION 9-463.01(C)(8), MARANA TOWN CODE SECTION 17-5-5, AND PARAGRAPH 8 OF THE CORTARO RANCH COMMERCIAL ASSURANCE AND DEVELOPMENT AGREEMENT RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE ON SEPTEMBER 4, 2015 AT SEQUENCE 20152470219, AS MODIFIED BY THE FIRST AMENDMENT TO CORTARO RANCH COMMERCIAL ASSURANCE AND DEVELOPMENT AGREEMENT RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE ON MAY 4, 2018 AT SEQUENCE 20181240060.

BY \_\_\_\_\_ TOWN OF MARANA DATE \_\_\_\_\_

RECORDING DATA

STATE OF ARIZONA ) FEE \_\_\_\_\_  
COUNTY OF PIMA ) SS  
SEQUENCE NO. \_\_\_\_\_

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF BECK CONSULTING ENGINEERS, INC., ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ IN SEQUENCE NO. \_\_\_\_\_ THEREOF.

\_\_\_\_\_  
F. ANN RODRIGUEZ  
PIMA COUNTY RECORDER BY DEPUTY

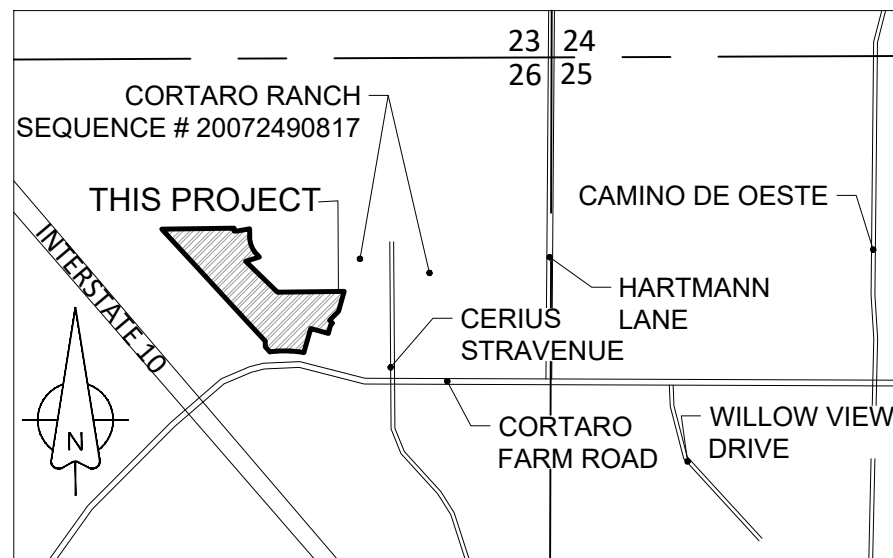
DATE \_\_\_\_\_

SURVEY CERTIFICATION

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

RYAN L. FIDLER, R.L.S. 44007

02/15/19  
DATE



LOCATION PLAN

3" = 1 MILE  
BEING A PORTION OF SECTION 26, T12S, R12E,  
G&SRB&M, TOWN OF MARANA, PIMA COUNTY,  
ARIZONA

ASSURED WATER SUPPLY

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

BY \_\_\_\_\_ MARANA WATER DIRECTOR DATE \_\_\_\_\_

DEDICATION

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY FEE TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND WE CONSENT TO THE SUBDIVISION OF THIS LAND IN THE MANNER SHOWN ON THIS PLAT. WE HEREBY DEDICATE TO THE TOWN OF MARANA ALL PUBLIC EASEMENTS SHOWN ON THIS PLAT. 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. OTHER EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OR PURPOSES NOTED ON THIS PLAT.

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

WE HEREBY DEDICATE AND CONVEY TO THE PUBLIC THE RIGHT-OF-WAY OF JOPLIN LANE AS SHOWN HEREON.

CORTARO COMMERCIAL JV, LLC.

BY: \_\_\_\_\_ PAUL M THRIFT, MANAGER DATE \_\_\_\_\_

STATE OF INDIANA )  
COUNTY OF VIGO ) SS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED PAUL M. THRIFT WHO ACKNOWLEDGED HIMSELF TO BE THE MANAGER OF CORTARO COMMERCIAL JV, LLC, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR AND ON BEHALF OF THE L.L.C.

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_  
CORTARO RANCH COMMUNITY ASSOCIATION

BY: \_\_\_\_\_ DATE \_\_\_\_\_

STATE OF ARIZONA )  
COUNTY OF PIMA ) SS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, MANUEL EUGENIO, WHO ACKNOWLEDGED HIMSELF TO BE THE BOARD PRESIDENT OF CORTARO RANCH COMMUNITY ASSOCIATION, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR AND ON BEHALF OF THE L.L.C.

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES: \_\_\_\_\_

'FINAL PLAT FOR  
CORTARO RANCH PHASE II LOTS 1 THROUGH 6 AND  
COMMON AREAS "A" AND "B" '

A RESUBDIVISION OF LOTS 163 THROUGH 180, LOTS 295 THROUGH 297, AND COMMON AREA "A" OF CORTARO RANCH, LOTS 1-297 AND COMMON AREA "A", AS RECORDED IN BOOK 51 AT PAGE 6, ALSO BEING A RESUBDIVISION OF LOTS 293C AND 294B OF CORTARO RANCH LOTS 293A THROUGH 294B, AS RECORDED IN SEQUENCE NUMBER 2018-0950140, LOCATED IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 12 SOUTH, RANGE 12 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

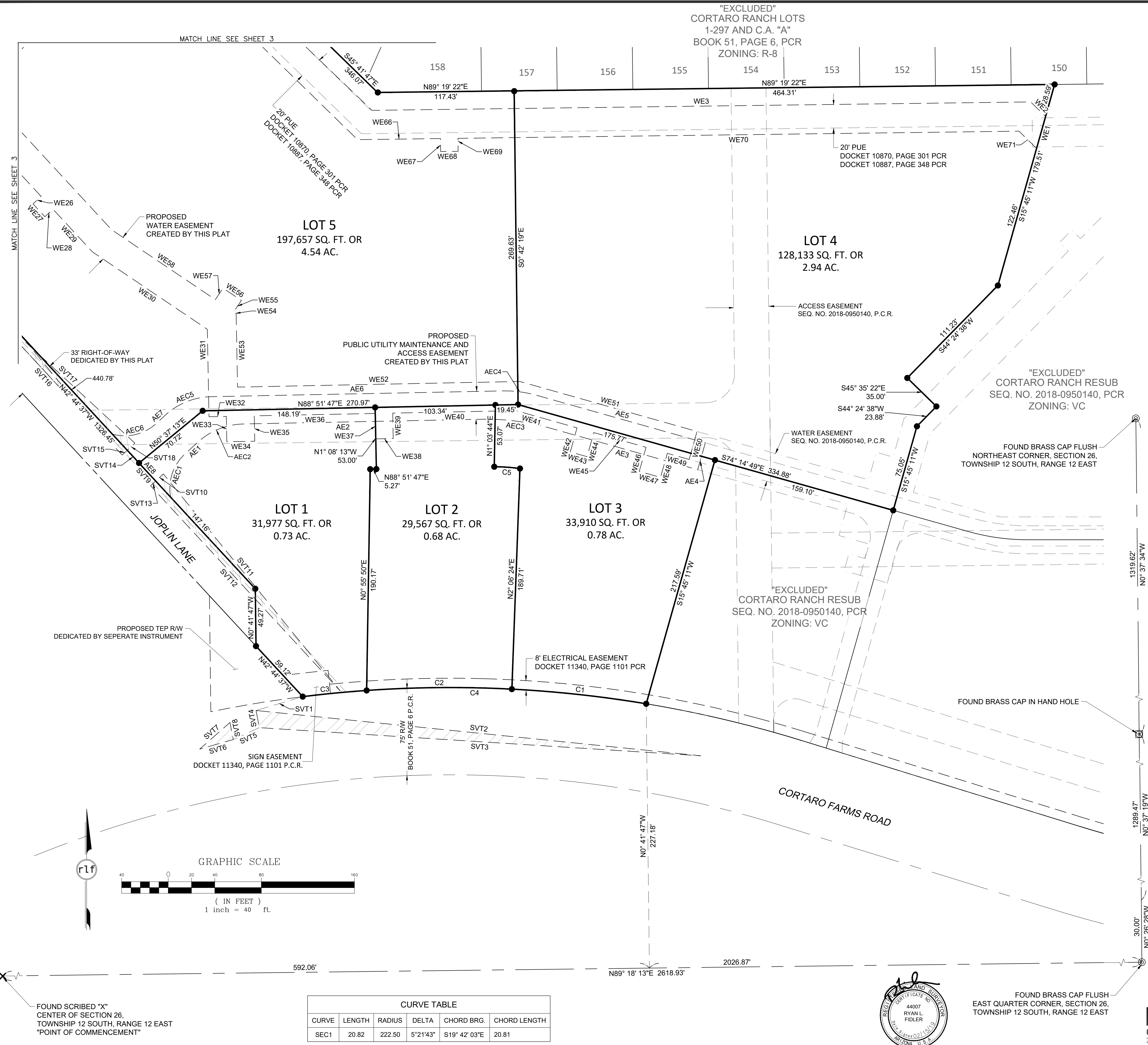


#PRV1811-001

REF: #PRV9607-001  
PCZ1812-001  
DPR1810-001

SHEET  
1 OF 4

JOB NO.: 09003088



| LINE TABLE |        |               | LINE TABLE |        |               | LINE TABLE |        |               |
|------------|--------|---------------|------------|--------|---------------|------------|--------|---------------|
| LINE       | LENGTH | BEARING       | LINE       | LENGTH | BEARING       | LINE       | LENGTH | BEARING       |
| WE1        | 28.46  | S15° 45' 11"W | WE31       | 75.16  | N1° 05' 01"W  | WE61       | 9.71   | N42° 44' 37"W |
| WE2        | 17.90  | S45° 41' 47"E | WE32       | 14.89  | S88° 51' 47"W | WE62       | 15.00  | S47° 15' 23"W |
| WE3        | 565.93 | N89° 16' 01"E | WE33       | 21.80  | N1° 08' 13"W  | WE63       | 9.71   | S42° 44' 37"E |
| WE4        | 202.96 | S46° 10' 05"E | WE34       | 24.00  | S88° 51' 47"W | WE64       | 82.41  | S47° 15' 23"W |
| WE5        | 10.00  | S44° 18' 11"W | WE35       | 21.80  | S1° 08' 13"E  | WE65       | 11.07  | N42° 49' 37"W |
| WE6        | 15.00  | S45° 41' 49"E | WE36       | 103.98 | S88° 51' 47"W | WE66       | 71.30  | S89° 16' 01"W |
| WE7        | 10.00  | N44° 18' 11"E | WE37       | 21.87  | N1° 08' 13"W  | WE67       | 11.14  | N0° 43' 59"W  |
| WE8        | 174.62 | S45° 41' 49"E | WE38       | 15.00  | S88° 51' 47"W | WE68       | 15.00  | S89° 16' 01"W |
| WE9        | 35.41  | S42° 49' 37"E | WE39       | 21.87  | S1° 08' 13"E  | WE69       | 11.14  | S0° 43' 59"E  |
| WE10       | 62.00  | N47° 15' 23"E | WE40       | 105.99 | S88° 51' 47"W | WE70       | 481.99 | S89° 16' 01"W |
| WE11       | 29.84  | S42° 49' 36"E | WE41       | 54.43  | N74° 14' 49"W | WE71       | 21.14  | N45° 41' 47"W |
| WE12       | 9.50   | S47° 18' 36"W | WE42       | 21.50  | N15° 45' 11"E |            |        |               |
| WE13       | 15.00  | S42° 49' 36"E | WE43       | 15.00  | N74° 14' 49"W |            |        |               |
| WE14       | 34.50  | N47° 18' 36"E | WE44       | 21.50  | S15° 45' 11"W |            |        |               |
| WE15       | 44.87  | N42° 49' 36"W | WE45       | 46.59  | N74° 14' 49"W |            |        |               |
| WE16       | 15.87  | N47° 15' 23"E | WE46       | 21.48  | N15° 45' 11"E |            |        |               |
| WE17       | 9.71   | S42° 41' 24"E | WE47       | 19.00  | N74° 14' 49"W |            |        |               |
| WE18       | 15.00  | N47° 18' 36"E | WE48       | 21.48  | S15° 45' 11"W |            |        |               |
| WE19       | 9.72   | N42° 41' 24"W | WE49       | 19.47  | S74° 14' 49"E |            |        |               |
| WE20       | 145.09 | N47° 15' 23"E | WE50       | 25.00  | S15° 45' 11"W |            |        |               |
| WE21       | 34.45  | N42° 44' 37"W | WE51       | 158.20 | N74° 14' 49"W |            |        |               |
| WE22       | 15.00  | S47° 15' 23"W | WE52       | 242.55 | S88° 51' 47"W |            |        |               |
| WE23       | 9.45   | S42° 44' 37"E | WE53       | 63.13  | N1° 05' 01"W  |            |        |               |
| WE24       | 10.99  | S47° 15' 23"W | WE54       | 2.59   | S56° 00' 50"E |            |        |               |
| WE25       | 263.80 | N42° 44' 37"W | WE55       | 11.91  | S33° 59' 10"W |            |        |               |
| WE26       | 9.50   | N47° 15' 23"E | WE56       | 19.00  | S56° 00' 50"E |            |        |               |
| WE27       | 15.00  | N42° 44' 37"W | WE57       | 11.91  | N33° 59' 10"E |            |        |               |
| WE28       | 9.50   | S47° 15' 23"W | WE58       | 107.58 | S56° 00' 50"E |            |        |               |
| WE29       | 49.88  | N42° 44' 37"W | WE59       | 325.77 | S42° 44' 37"E |            |        |               |
| WE30       | 119.09 | N56° 00' 50"W | WE60       | 89.59  | S47° 15' 23"W |            |        |               |

| LINE TABLE |        |               |
|------------|--------|---------------|
| LINE       | LENGTH | BEARING       |
| SE1        | 171.33 | N47° 18' 36"E |
| SE2        | 117.43 | N0° 37' 36"E  |
| SE3        | 22.87  | N23° 10' 04"E |
| SE4        | 147.14 | N11° 17' 34"W |
| SE5        | 138.82 | S11° 17' 34"E |
| SE6        | 139.82 | S86° 31' 05"E |
| SE7        | 117.48 | N86° 22' 44"E |
| SE8        | 124.49 | S86° 22' 44"W |
| SE9        | 141.72 | N86° 31' 05"W |
| SE10       | 14.94  | S23° 10' 04"W |
| SE11       | 122.08 | S0° 37' 36"W  |
| SE12       | 179.94 | S47° 18' 36"W |

| LINE TABLE |        |               |
|------------|--------|---------------|
| LINE       | LENGTH | BEARING       |
| AE1        | 14.85  | N47° 21' 01"E |
| AE2        | 204.70 | N88° 51' 47"E |
| AE3        | 132.30 | S74° 14' 49"E |
| AE4        | 24.00  | N15° 45' 11"E |
| AE5        | 150.71 | N74° 14' 49"W |
| AE6        | 250.31 | S88° 51' 47"W |
| AE7        | 10.58  | S47° 21' 01"W |

| CURVE TABLE |        |        |           |               |              |
|-------------|--------|--------|-----------|---------------|--------------|
| CURVE       | LENGTH | RADIUS | DELTA     | CHORD BRG.    | CHORD LENGTH |
| AEC1        | 40.70  | 40.00  | 58°18'20" | N18° 11' 51"E | 38.97        |
| AEC2        | 43.47  | 60.00  | 41°30'46" | N68° 06' 24"E | 42.53        |
| AEC3        | 58.96  | 200.00 | 16°53'24" | S82° 41' 31"E | 58.74        |
| AEC4        | 29.48  | 100.00 | 16°53'24" | N82° 41' 31"W | 29.37        |
| AEC5        | 43.47  | 60.00  | 41°30'46" | S68° 06' 24"W | 42.53        |
| AEC6        | 40.57  | 40.00  | 58°07'04" | S76° 24' 33"W | 38.86        |

**LEGEND**

P.C.R. PIMA COUNTY RECORDER

P.U.E. PUBLIC UTILITY EASEMENT

D/W DRIVEWAY

AE PUBLIC UTILITY MAINTENANCE AND ACCESS EASEMENT CREATED BY THIS PLAT

WE WATER EASEMENT CREATED BY THIS PLAT

SVT SIGHT VISIBILITY TRIANGLE CREATED BY THIS PLAT

FOUND BRASS CAP IN HAND HOLE

FOUND BRASS CAP FLUSH

FOUND SCRIBED X

SET REBAR WITH CAP RLS#44007

SET PK NAIL WITH WASHER RLS#44007

BREAKLINE

PUBLIC UTILITY MAINTENANCE AND ACCESS EASEMENT CURVE CREATED BY THIS PLAT

SECTION LINE

BOUNDARY LINE

ADJACENT BOUNDARY LINE

INGRESS/EGRESS EASEMENT LINE

WATER EASEMENT LINE

SEWER EASEMENT LINE

TIE LINE

**'FINAL PLAT FOR  
CORTARO RANCH PHASE II LOTS 1 THROUGH 6 AND  
COMMON AREAS "A" AND "B" '**

A RESUBDIVISION OF LOTS 163 THROUGH 180, LOTS 295 THROUGH 297, AND COMMON AREA "A" OF CORTARO RANCH, LOTS 1-297 AND COMMON AREA "A", AS RECORDED IN BOOK 51 AT PAGE 6, ALSO BEING A RESUBDIVISION OF LOTS 293C AND 294B OF CORTARO RANCH LOTS 293A THROUGH 294B, AS RECORDED IN SEQUENCE NUMBER 2018-0950140, LOCATED IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 12 SOUTH, RANGE 12 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

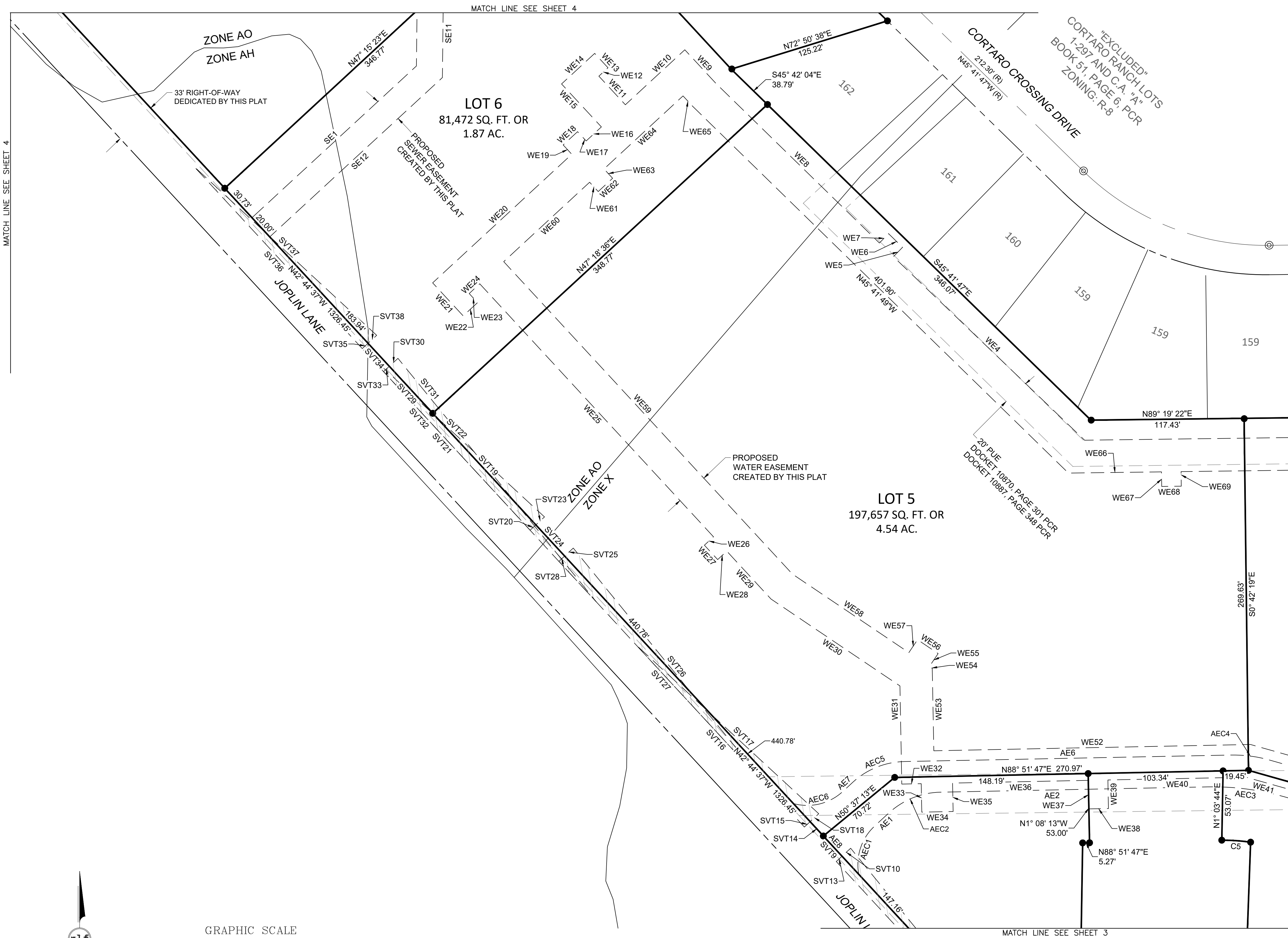
#PRV1811-001

REF: #PRV9607-001  
PR1811-001  
DPR1810-001

JOB NO.: 09003088

SHEET  
2 OF 4

LAND SURVEY • MAPPING SOLUTIONS  
1814 N. STADEN DR. • TEMPE, AZ 85281  
WWW.RLFCONSULTING.COM • 480-445-9289

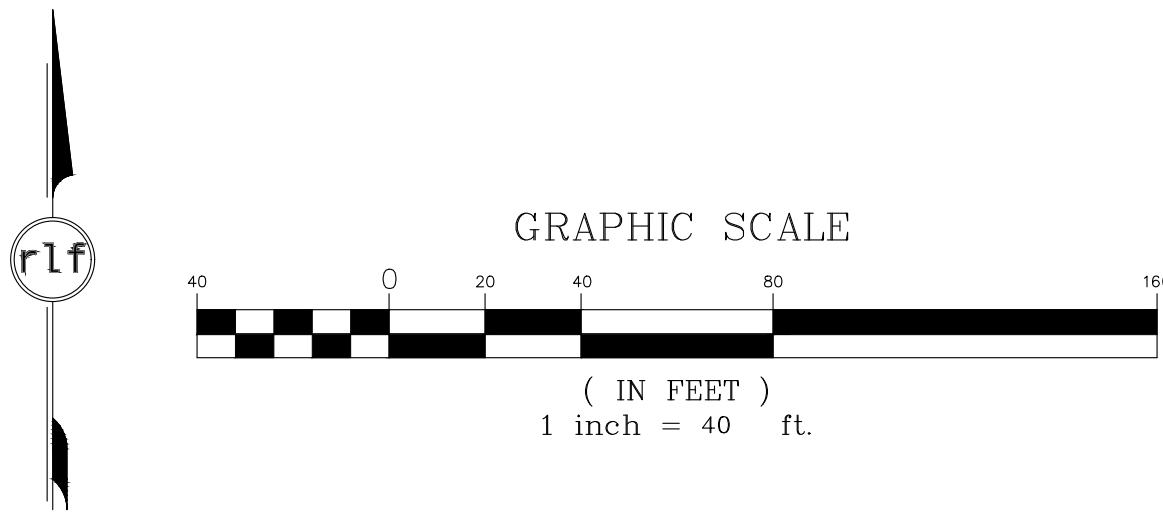
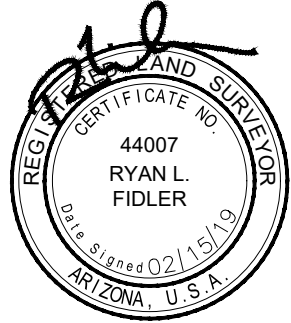


| LINE TABLE |        |               | LINE TABLE |        |               | LINE TABLE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
|------------|--------|---------------|------------|--------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------------|------------|--|--|------|--------|---------|-----|--------|---------------|-----|--------|---------------|-----|--------|---------------|-----|--------|---------------|-----|--------|---------------|-----|--------|---------------|-----|--------|---------------|-----|--------|---------------|-----|--------|---------------|------|-------|---------------|------|--------|--------------|------|--------|---------------|
| LINE       | LENGTH | BEARING       | LINE       | LENGTH | BEARING       | LINE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | LENGTH | BEARING       |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| WE1        | 28.46  | S15° 45' 11"W | WE31       | 75.16  | N1° 05' 01"W  | WE61                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 9.71   | N42° 44' 37"W |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| WE2        | 17.90  | S45° 41' 47"E | WE32       | 14.89  | S88° 51' 47"W | WE62                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 15.00  | S47° 15' 23"W |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| WE3        | 565.93 | N89° 16' 01"E | WE33       | 21.80  | N1° 08' 13"W  | WE63                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 9.71   | S42° 44' 37"E |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| WE4        | 202.96 | S46° 10' 05"E | WE34       | 24.00  | S88° 51' 47"W | WE64                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 82.41  | S47° 15' 23"W |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| WE5        | 10.00  | S44° 18' 11"W | WE35       | 21.80  | S1° 08' 13"E  | WE65                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 11.07  | N42° 49' 37"W |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| WE6        | 15.00  | S45° 41' 49"E | WE36       | 103.98 | S88° 51' 47"W | WE66                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 71.30  | S89° 16' 01"W |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| WE7        | 10.00  | N44° 18' 11"E | WE37       | 21.87  | N1° 08' 13"W  | WE67                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 11.14  | N0° 43' 59"W  |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| WE8        | 174.62 | S45° 41' 49"E | WE38       | 15.00  | S88° 51' 47"W | WE68                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 15.00  | S89° 16' 01"W |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| WE9        | 35.41  | S42° 49' 37"E | WE39       | 21.87  | S1° 08' 13"E  | WE69                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 11.14  | S0° 43' 59"E  |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| WE10       | 62.00  | N47° 15' 23"E | WE40       | 105.99 | S88° 51' 47"W | WE70                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 481.99 | S89° 16' 01"W |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| WE11       | 29.84  | S42° 49' 36"E | WE41       | 54.43  | N74° 14' 49"W | WE71                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 21.14  | N45° 41' 47"W |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| WE12       | 9.50   | S47° 18' 36"W | WE42       | 21.50  | N15° 45' 11"E | <table><tr><th colspan="3">LINE TABLE</th></tr><tr><th>LINE</th><th>LENGTH</th><th>BEARING</th></tr><tr><td>AE1</td><td>14.85</td><td>N47° 21' 01"E</td></tr><tr><td>AE2</td><td>204.70</td><td>N88° 51' 47"E</td></tr><tr><td>AE3</td><td>132.30</td><td>S74° 14' 49"E</td></tr><tr><td>AE4</td><td>24.00</td><td>N15° 45' 11"E</td></tr><tr><td>AE5</td><td>150.71</td><td>N74° 14' 49"W</td></tr><tr><td>AE6</td><td>250.31</td><td>S88° 51' 47"W</td></tr><tr><td>AE7</td><td>10.58</td><td>S47° 21' 01"W</td></tr></table>                                                                                                                                                                                                                                                                                                     |        |               | LINE TABLE |  |  | LINE | LENGTH | BEARING | AE1 | 14.85  | N47° 21' 01"E | AE2 | 204.70 | N88° 51' 47"E | AE3 | 132.30 | S74° 14' 49"E | AE4 | 24.00  | N15° 45' 11"E | AE5 | 150.71 | N74° 14' 49"W | AE6 | 250.31 | S88° 51' 47"W | AE7 | 10.58  | S47° 21' 01"W |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| LINE TABLE |        |               |            |        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| LINE       | LENGTH | BEARING       |            |        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| AE1        | 14.85  | N47° 21' 01"E |            |        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| AE2        | 204.70 | N88° 51' 47"E |            |        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| AE3        | 132.30 | S74° 14' 49"E |            |        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| AE4        | 24.00  | N15° 45' 11"E |            |        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| AE5        | 150.71 | N74° 14' 49"W |            |        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| AE6        | 250.31 | S88° 51' 47"W |            |        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| AE7        | 10.58  | S47° 21' 01"W |            |        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| WE13       | 15.00  | S42° 49' 36"E | WE43       | 15.00  | N74° 14' 49"W |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| WE14       | 34.50  | N47° 18' 36"E | WE44       | 21.50  | S15° 45' 11"W |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| WE15       | 44.87  | N42° 49' 36"W | WE45       | 46.59  | N74° 14' 49"W |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| WE16       | 15.87  | N47° 15' 23"E | WE46       | 21.48  | N15° 45' 11"E |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| WE17       | 9.71   | S42° 41' 24"E | WE47       | 19.00  | N74° 14' 49"W |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| WE18       | 15.00  | N47° 18' 36"E | WE48       | 21.48  | S15° 45' 11"W | <table><tr><th colspan="3">LINE TABLE</th></tr><tr><th>LINE</th><th>LENGTH</th><th>BEARING</th></tr><tr><td>SE1</td><td>171.33</td><td>N47° 18' 36"E</td></tr><tr><td>SE2</td><td>117.43</td><td>N0° 37' 36"E</td></tr><tr><td>SE3</td><td>22.87</td><td>N23° 10' 04"E</td></tr><tr><td>SE4</td><td>147.14</td><td>N11° 17' 34"W</td></tr><tr><td>SE5</td><td>138.82</td><td>S11° 17' 34"E</td></tr><tr><td>SE6</td><td>139.82</td><td>S86° 31' 05"E</td></tr><tr><td>SE7</td><td>117.48</td><td>N86° 22' 44"E</td></tr><tr><td>SE8</td><td>124.49</td><td>S86° 22' 44"W</td></tr><tr><td>SE9</td><td>141.72</td><td>N86° 31' 05"W</td></tr><tr><td>SE10</td><td>14.94</td><td>S23° 10' 04"W</td></tr><tr><td>SE11</td><td>122.08</td><td>S0° 37' 36"W</td></tr><tr><td>SE12</td><td>179.94</td><td>S47° 18' 36"W</td></tr></table> |        |               | LINE TABLE |  |  | LINE | LENGTH | BEARING | SE1 | 171.33 | N47° 18' 36"E | SE2 | 117.43 | N0° 37' 36"E  | SE3 | 22.87  | N23° 10' 04"E | SE4 | 147.14 | N11° 17' 34"W | SE5 | 138.82 | S11° 17' 34"E | SE6 | 139.82 | S86° 31' 05"E | SE7 | 117.48 | N86° 22' 44"E | SE8 | 124.49 | S86° 22' 44"W | SE9 | 141.72 | N86° 31' 05"W | SE10 | 14.94 | S23° 10' 04"W | SE11 | 122.08 | S0° 37' 36"W | SE12 | 179.94 | S47° 18' 36"W |
| LINE TABLE |        |               |            |        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| LINE       | LENGTH | BEARING       |            |        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| SE1        | 171.33 | N47° 18' 36"E |            |        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| SE2        | 117.43 | N0° 37' 36"E  |            |        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| SE3        | 22.87  | N23° 10' 04"E |            |        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| SE4        | 147.14 | N11° 17' 34"W |            |        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| SE5        | 138.82 | S11° 17' 34"E |            |        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| SE6        | 139.82 | S86° 31' 05"E |            |        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| SE7        | 117.48 | N86° 22' 44"E |            |        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| SE8        | 124.49 | S86° 22' 44"W |            |        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| SE9        | 141.72 | N86° 31' 05"W |            |        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| SE10       | 14.94  | S23° 10' 04"W |            |        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| SE11       | 122.08 | S0° 37' 36"W  |            |        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| SE12       | 179.94 | S47° 18' 36"W |            |        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| WE19       | 9.72   | N42° 41' 24"W | WE49       | 19.47  | S74° 14' 49"E |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| WE20       | 145.09 | N47° 15' 23"E | WE50       | 25.00  | S15° 45' 11"W |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| WE21       | 34.45  | N42° 44' 37"W | WE51       | 158.20 | N74° 14' 49"W |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| WE22       | 15.00  | S47° 15' 23"W | WE52       | 242.55 | S88° 51' 47"W |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| WE23       | 9.45   | S42° 44' 37"E | WE53       | 63.13  | N1° 05' 01"W  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| WE24       | 10.99  | S47° 15' 23"W | WE54       | 2.59   | S56° 00' 50"E |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| WE25       | 263.80 | N42° 44' 37"W | WE55       | 11.91  | S33° 59' 10"W |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| WE26       | 9.50   | N47° 15' 23"E | WE56       | 19.00  | S56° 00' 50"E |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| WE27       | 15.00  | N42° 44' 37"W | WE57       | 11.91  | N33° 59' 10"E |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| WE28       | 9.50   | S47° 15' 23"W | WE58       | 107.58 | S56° 00' 50"E |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| WE29       | 49.88  | N42° 44' 37"W | WE59       | 325.77 | S42° 44' 37"E |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |
| WE30       | 119.09 | N56° 00' 50"W | WE60       | 89.59  | S47° 15' 23"W |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |               |            |  |  |      |        |         |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |     |        |               |      |       |               |      |        |              |      |        |               |

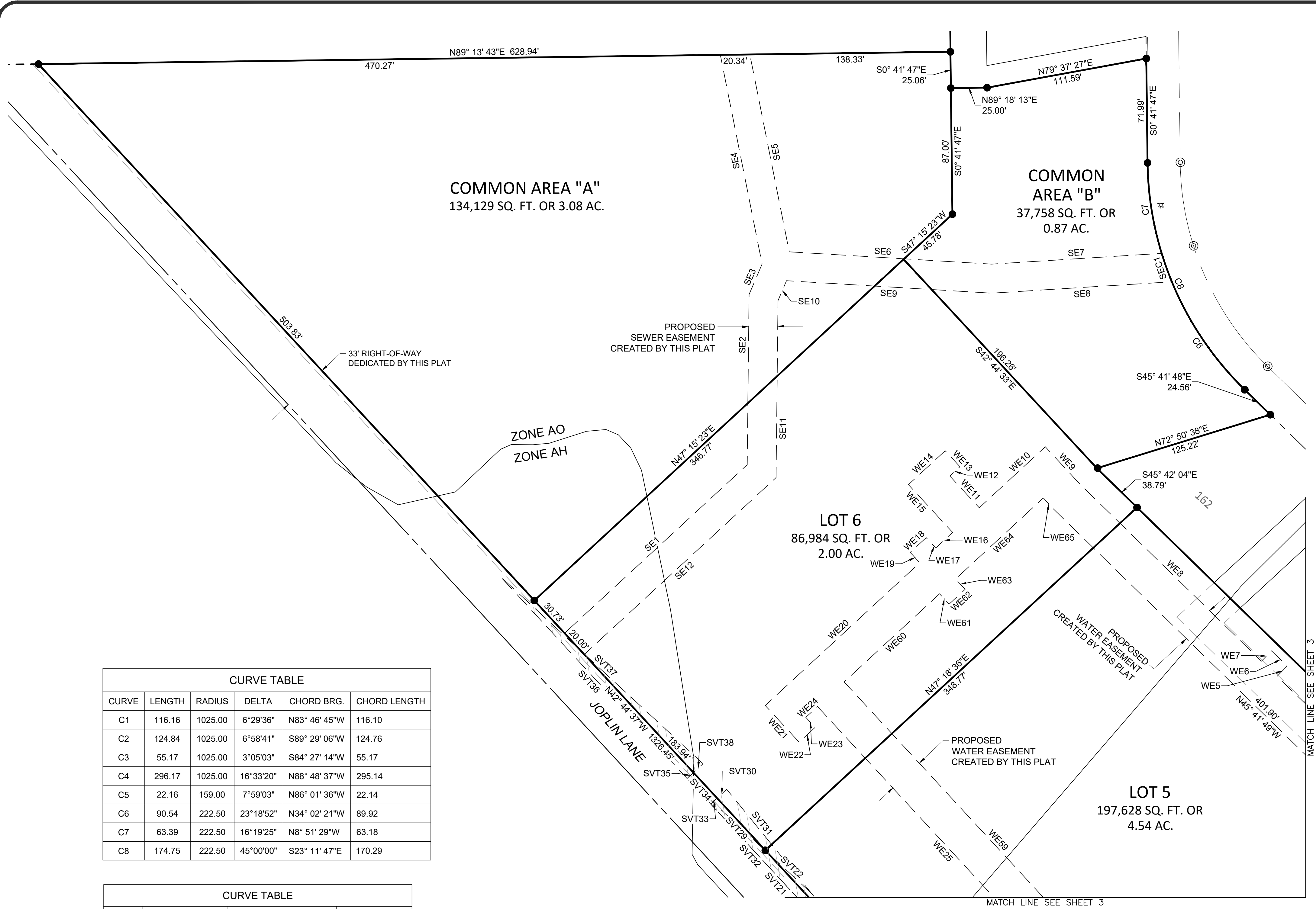
LEGEND

|        |                                                                     |     |                                                                           |
|--------|---------------------------------------------------------------------|-----|---------------------------------------------------------------------------|
| P.C.R. | PIMA COUNTY RECORDER                                                | ⊗   | FOUND BRASS CAP IN HAND HOLE                                              |
| P.U.E. | PUBLIC UTILITY EASEMENT                                             | ⊙   | FOUND BRASS CAP FLUSH                                                     |
| D/W    | DRIVEWAY                                                            | ✕   | FOUND SCRIBED X                                                           |
| AE     | PUBLIC UTILITY MAINTENANCE AND ACCESS EASEMENT CREATED BY THIS PLAT | ●   | SET REBAR WITH CAP RLS#44007                                              |
| WE     | WATER EASEMENT CREATED BY THIS PLAT                                 | Δ   | SET PK NAIL WITH WASHER RLS#44007                                         |
| SVT    | SIGHT VISIBILITY TRIANGLE CREATED BY THIS PLAT                      | ~   | BREAKLINE                                                                 |
|        |                                                                     | AEC | PUBLIC UTILITY MAINTENANCE AND ACCESS EASEMENT CURVE CREATED BY THIS PLAT |
|        |                                                                     |     | SECTION LINE                                                              |
|        |                                                                     |     | BOUNDARY LINE                                                             |
|        |                                                                     |     | ADJACENT BOUNDARY LINE                                                    |
|        |                                                                     |     | INGRESS/EGRESS EASEMENT LINE                                              |
|        |                                                                     |     | WATER EASEMENT LINE                                                       |
|        |                                                                     |     | SEWER EASEMENT LINE                                                       |
|        |                                                                     |     | TIE LINE                                                                  |

**'FINAL PLAT FOR  
CORTARO RANCH PHASE II LOTS 1 THROUGH 6 AND  
COMMON AREAS "A" AND "B" '**  
A RESUBDIVISION OF LOTS 163 THROUGH 180, LOTS 295 THROUGH 297, AND COMMON AREA "A" OF CORTARO RANCH, LOTS 1-297 AND COMMON AREA "A", AS RECORDED IN BOOK 51 AT PAGE 6, ALSO BEING A RESUBDIVISION OF LOTS 293C AND 294B OF CORTARO RANCH LOTS 293A THROUGH 294B, AS RECORDED IN SEQUENCE NUMBER 2018-0950140, LOCATED IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 12 SOUTH, RANGE 12 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA



#PRV1811-001 REF: #PRV9607-001 SHEET 3 OF 4  
JOB NO.: 09003088



| CURVE TABLE |        |         |           |               |              |
|-------------|--------|---------|-----------|---------------|--------------|
| CURVE       | LENGTH | RADIUS  | DELTA     | CHORD BRG.    | CHORD LENGTH |
| C1          | 116.16 | 1025.00 | 6°29'36"  | N83° 46' 45"W | 116.10       |
| C2          | 124.84 | 1025.00 | 6°58'41"  | S89° 29' 06"W | 124.76       |
| C3          | 55.17  | 1025.00 | 3°05'03"  | S84° 27' 14"W | 55.17        |
| C4          | 296.17 | 1025.00 | 16°33'20" | N88° 48' 37"W | 295.14       |
| C5          | 22.16  | 159.00  | 7°59'03"  | N86° 01' 36"W | 22.14        |
| C6          | 90.54  | 222.50  | 23°18'52" | N34° 02' 21"W | 89.92        |
| C7          | 63.39  | 222.50  | 16°19'25" | N8° 51' 29"W  | 63.18        |
| C8          | 174.75 | 222.50  | 45°00'00" | S23° 11' 47"E | 170.29       |

| CURVE TABLE |        |        |           |               |              |
|-------------|--------|--------|-----------|---------------|--------------|
| CURVE       | LENGTH | RADIUS | DELTA     | CHORD BRG.    | CHORD LENGTH |
| AEC1        | 40.70  | 40.00  | 58°18'20" | N18° 11' 51"E | 38.97        |
| AEC2        | 43.47  | 60.00  | 41°30'46" | N68° 06' 24"E | 42.53        |
| AEC3        | 58.96  | 200.00 | 16°53'24" | S82° 41' 31"E | 58.74        |
| AEC4        | 29.48  | 100.00 | 16°53'24" | N82° 41' 31"W | 29.37        |
| AEC5        | 43.47  | 60.00  | 41°30'46" | S68° 06' 24"W | 42.53        |
| AEC6        | 40.57  | 40.00  | 58°07'04" | S76° 24' 33"W | 38.86        |

| CURVE TABLE |        |        |          |               |              |
|-------------|--------|--------|----------|---------------|--------------|
| CURVE       | LENGTH | RADIUS | DELTA    | CHORD BRG.    | CHORD LENGTH |
| SEC1        | 20.82  | 222.50 | 5°21'43" | S19° 42' 03"E | 20.81        |

| LINE TABLE |        |               |
|------------|--------|---------------|
| LINE       | LENGTH | BEARING       |
| SVT1       | 41.83  | S73° 26' 47"W |
| SVT2       | 384.00 | S84° 11' 02"E |
| SVT3       | 380.00 | N86° 21' 08"W |
| SVT4       | 15.00  | N10° 44' 30"W |
| SVT5       | 24.60  | S65° 21' 07"W |
| SVT6       | 30.00  | S74° 07' 54"W |
| SVT7       | 34.69  | N48° 36' 50"E |
| SVT8       | 15.00  | S10° 52' 53"E |
| SVT9       | 21.07  | S42° 44' 37"E |
| SVT10      | 9.00   | N47° 15' 23"E |
| SVT11      | 240.47 | S39° 10' 02"E |
| SVT12      | 240.00 | N42° 44' 37"W |
| SVT13      | 6.00   | N47° 15' 23"E |
| SVT14      | 14.93  | N42° 44' 37"W |
| SVT15      | 6.00   | S47° 15' 23"W |

| LINE TABLE |        |               |
|------------|--------|---------------|
| LINE       | LENGTH | BEARING       |
| SVT16      | 190.00 | N42° 44' 37"W |
| SVT17      | 190.59 | S47° 15' 27"E |
| SVT18      | 9.00   | S47° 15' 23"W |
| SVT19      | 116.38 | S42° 44' 37"E |
| SVT20      | 6.00   | S47° 15' 23"W |
| SVT21      | 190.00 | N42° 44' 37"W |
| SVT22      | 190.59 | S47° 15' 27"E |
| SVT23      | 9.00   | S47° 15' 23"W |
| SVT24      | 32.48  | S42° 44' 37"E |
| SVT25      | 9.00   | N47° 15' 23"E |
| SVT26      | 240.47 | S39° 10' 02"E |
| SVT27      | 240.00 | N42° 44' 37"W |
| SVT28      | 6.00   | N47° 15' 23"E |
| SVT29      | 48.99  | N42° 44' 37"W |
| SVT30      | 9.00   | N47° 15' 23"E |

| LINE TABLE |        |               |
|------------|--------|---------------|
| LINE       | LENGTH | BEARING       |
| SVT31      | 240.47 | S39° 10' 02"E |
| SVT32      | 240.00 | N42° 44' 37"W |
| SVT33      | 6.00   | N47° 15' 23"E |
| SVT34      | 24.00  | N42° 44' 37"W |
| SVT35      | 6.00   | S47° 15' 23"W |
| SVT36      | 190.00 | N42° 44' 37"W |
| SVT37      | 190.59 | S47° 15' 27"E |
| SVT38      | 9.00   | S47° 15' 23"W |

| LINE TABLE |        |               |
|------------|--------|---------------|
| LINE       | LENGTH | BEARING       |
| WE1        | 28.46  | S15° 45' 11"W |
| WE2        | 17.90  | S45° 41' 47"E |
| WE3        | 565.93 | N89° 16' 01"E |
| WE4        | 202.96 | S46° 10' 05"E |
| WE5        | 10.00  | S44° 18' 11"W |
| WE6        | 15.00  | S45° 41' 49"E |
| WE7        | 10.00  | N44° 18' 11"E |
| WE8        | 174.62 | S45° 41' 49"E |
| WE9        | 35.41  | S42° 49' 37"E |
| WE10       | 62.00  | N47° 15' 23"E |
| WE11       | 29.84  | S42° 49' 36"E |
| WE12       | 9.50   | S47° 18' 36"W |
| WE13       | 15.00  | S42° 49' 36"E |
| WE14       | 34.50  | N47° 18' 36"E |
| WE15       | 44.87  | N42° 49' 36"W |
| WE16       | 15.87  | N47° 15' 23"E |
| WE17       | 9.71   | S42° 41' 24"E |
| WE18       | 15.00  | N47° 18' 36"E |
| WE19       | 9.72   | N42° 41' 24"W |
| WE20       | 145.09 | N47° 15' 23"E |
| WE21       | 34.45  | N42° 44' 37"W |
| WE22       | 15.00  | S47° 15' 23"W |
| WE23       | 9.45   | S42° 44' 37"E |
| WE24       | 10.99  | S47° 15' 23"W |
| WE25       | 263.80 | N42° 44' 37"W |
| WE26       | 9.50   | N47° 15' 23"E |
| WE27       | 15.00  | N42° 44' 37"W |
| WE28       | 9.50   | S47° 15' 23"W |
| WE29       | 49.88  | N42° 44' 37"W |
| WE30       | 119.09 | N56° 00' 50"W |

| LINE TABLE |        |               |
|------------|--------|---------------|
| LINE       | LENGTH | BEARING       |
| WE31       | 75.16  | N1° 05' 01"W  |
| WE32       | 14.89  | S88° 51' 47"W |
| WE33       | 21.80  | N1° 08' 13"W  |
| WE34       | 24.00  | S88° 51' 47"W |
| WE35       | 21.80  | S1° 08' 13"E  |
| WE36       | 103.98 | S88° 51' 47"W |
| WE37       | 21.87  | N1° 08' 13"W  |
| WE38       | 15.00  | S88° 51' 47"W |
| WE39       | 21.87  | S1° 08' 13"E  |
| WE40       | 105.99 | S88° 51' 47"W |
| WE41       | 54.43  | N74° 14' 49"W |
| WE42       | 21.50  | N15° 45' 11"E |
| WE43       | 15.00  | N74° 14' 49"W |
| WE44       | 21.50  | S15° 45' 11"W |
| WE45       | 46.59  | N74° 14' 49"W |
| WE46       | 21.48  | N15° 45' 11"E |
| WE47       | 19.00  | N74° 14' 49"W |
| WE48       | 21.48  | S15° 45' 11"W |
| WE49       | 19.47  | S74° 14' 49"E |
| WE50       | 25.00  | S15° 45' 11"W |
| WE51       | 158.20 | N74° 14' 49"W |
| WE52       | 242.55 | S88° 51' 47"W |
| WE53       | 63.13  | N1° 05' 01"W  |
| WE54       | 2.59   | S56° 00' 50"E |
| WE55       | 11.91  | S33° 59' 10"W |
| WE56       | 19.00  | S56° 00' 50"E |
| WE57       | 11.91  | N33° 59' 10"E |
| WE58       | 107.58 | S56° 00' 50"E |
| WE59       | 325.77 | S42° 44' 37"E |
| WE60       | 89.59  | S47° 15' 23"W |

| LINE TABLE |        |               |
|------------|--------|---------------|
| LINE       | LENGTH | BEARING       |
| WE61       | 9.71   | N42° 44' 37"W |
| WE62       | 15.00  | S47° 15' 23"W |
| WE63       | 9.71   | S42° 44' 37"E |
| WE64       | 82.41  | S47° 15' 23"W |
| WE65       | 11.07  | N42° 49' 37"W |
| WE66       | 71.30  | S89° 16' 01"W |
| WE67       | 11.14  | N0° 43' 59"W  |
| WE68       | 15.00  | S89° 16' 01"W |
| WE69       | 11.14  | S0° 43' 59"E  |
| WE70       | 481.99 | S89° 16' 01"W |
| WE71       | 21.14  | N45° 41' 47"W |

| LINE TABLE |        |               |
|------------|--------|---------------|
| LINE       | LENGTH | BEARING       |
| AE1        | 14.85  | N47° 21' 01"E |
| AE2        | 204.70 | N88° 51' 47"E |
| AE3        | 132.30 | S74° 14' 49"E |
| AE4        | 24.00  | N15° 45' 11"E |
| AE5        | 150.71 | N74° 14' 49"W |
| AE6        | 250.31 | S88° 51' 47"W |
| AE7        | 10.58  | S47° 21' 01"W |

| LINE TABLE |        |               |
|------------|--------|---------------|
| LINE       | LENGTH | BEARING       |
| SE1        | 171.33 | N47° 18' 36"E |
| SE2        | 117.43 | N0° 37' 36"E  |
| SE3        | 22.87  | N23° 10' 04"E |
| SE4        | 147.14 | N11° 17' 34"W |
| SE5        | 138.82 | S11° 17' 34"E |
| SE6        | 139.82 | S86° 31' 05"E |
| SE7        | 117.48 | N86° 22' 44"E |
| SE8        | 124.49 | S86° 22' 44"W |
| SE9        | 141.72 | N86° 31' 05"W |
| SE10       | 14.94  | S23° 10' 04"W |
| SE11       | 122.08 | S0° 37' 36"W  |
| SE12       | 179.94 | S47° 18' 36"W |

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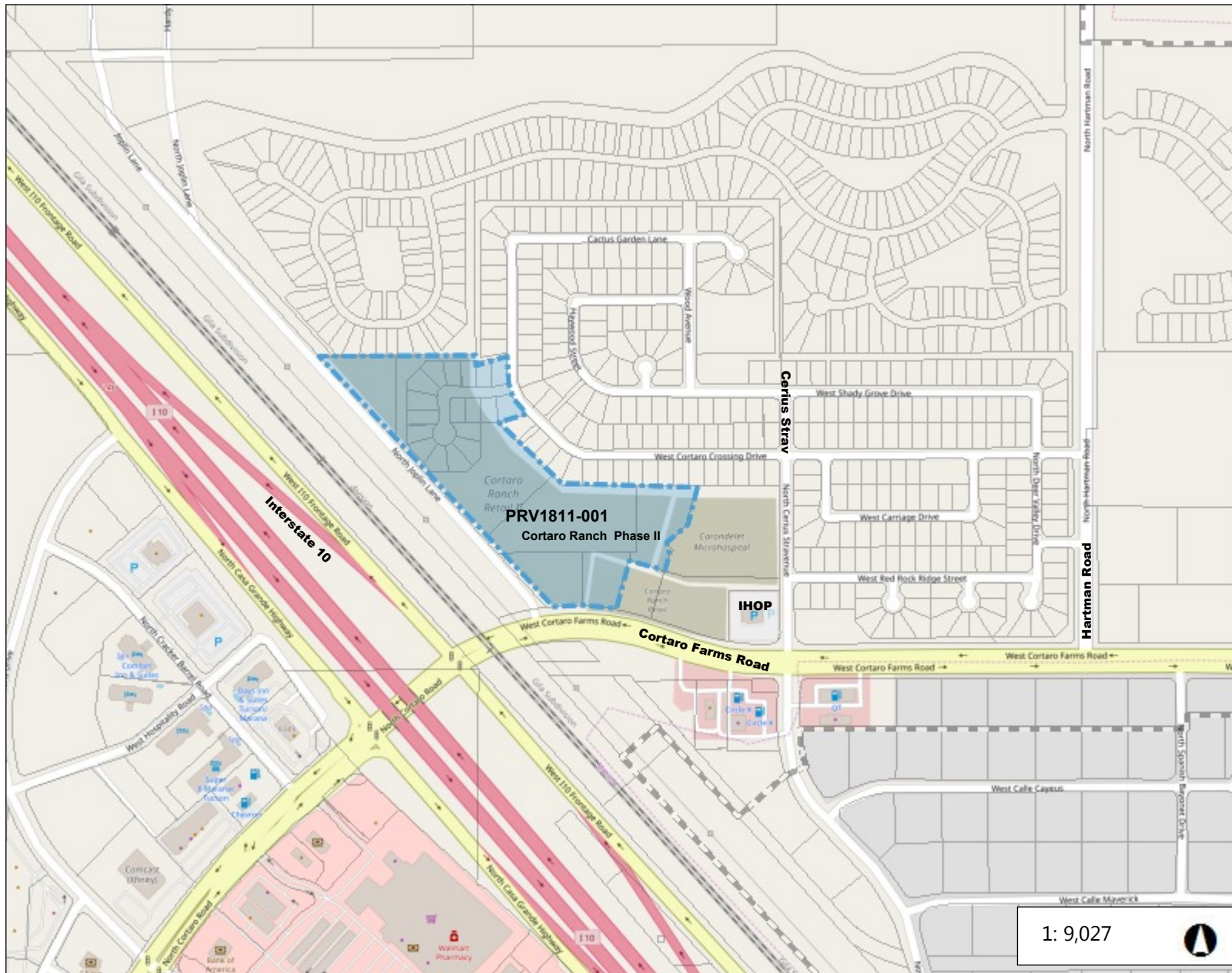
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Legend

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



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Notes

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MARANA PLANNING COMMISSION  
REGULAR COMMISSION MEETING  
11555 W. Civic Center Drive, Marana, Arizona 85653  
Council Chambers, February 27, 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

**MINUTES**

**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. All Commission Members were present. A quorum was present.

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

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

**ANNOUNCEMENTS.**

**GENERAL ORDER OF BUSINESS.** Approve Regular Planning Commission Meeting Minutes from January 30, 2019. *Motion to approve by Commissioner Tyson, seconded by Commissioner Fehrmann. Passed unanimously.*

**PUBLIC HEARINGS.**

**1. PCZ1812-001: Cortaro Ranch II Rezoning;** A request for a recommendation to the Marana Town Council for approval to rezone approximately 5.47 acres of land from R-8 (single-family residential) [4.08 acres] and LI (Light Industrial) [1.39 acres] to VC (Village Commercial). The property is generally located north of Cortaro Farms Road, west of Cerius Stravenue within a portion of Section 26, Township 12S, Range 12E. (Brian D. Varney)

**Brian Varney, Senior Planner** stated this was a request for a recommendation to the Town Council for approval of a rezoning for Cortaro Ranch Phase II. The rezone request totals 5.47 acres - 4.08 acres R-8 (Residential) and 1.39 acres LI (Light Industrial.) The requested zoning is VC (Village Commercial.)

In 1995 portions of Cortaro Ranch were rezoned to R-8 and VC. Tonight's request is to extend the VC zoning up to the northern property boundary. The portion that is currently zoned LI would serve as a retention/detention basin.

**Chairman Schnee** opened the public portion of the hearing. Seeing there were no speaker cards, **Chairman Schnee** closed the public portion of the hearing.

**Chairman Schnee** stated the intent of this request is to integrate the area as Village Commercial. **Mr. Varney** correct. **Chairman Schnee** asked what is the maximum height of the permitted buildings for that area. **Mr. Varney** stated that VC Zoning allows for a maximum building height of 50'. **Chairman Schnee** wanted to verify if the land was purchased from the HOA. **Mr. Varney** stated the applicant and HOA are currently working on a purchase/exchange for the property. He also noted that the applicant gave a presentation of the project at the HOA meeting in January. There were no concerns from those who attending the meeting. **Mr. Cassidy** made note that the HOA has common area in the rezoning area but he didn't see anywhere on the application that they were an applicant. **Mr. Varney** stated that he will check to make sure the applicant has received a letter from the HOA consenting to the rezoning. **Justin Evinger – engineer for Beck Consulting** – stated it was his understanding that the applicant is initiating a land swap package with the HOA. He was not sure if it has been processed at this time or still in the works. **Mr. Cassidy** stated that between the Commission's recommendation and prior to Town Council approval, that staff has an opportunity to verify the have the documentation attesting that all of the property owners of the properties being rezoned consent to the rezoning. **Commissioner Fehrmann** wanted to make sure the residents to the north will still have privacy with regard to the parking directly behind them. **Mr. Varney** noted the height of the residential sits up a bit higher than the commercial portion.

***Motion to approve by Chairman Schnee, seconded by Commissioner Fehrmann. Passed unanimously. 7-0***

#### **COMMISSION ACTION.**

**1. PRV1811-001: Final Plat for Cortaro Ranch Phase II Lots 1 through 6 and Common Areas "A" and "B";** A request for recommendation to the Marana Town Council for approval of a final plat for a 6-lot commercial subdivision generally located north of Cortaro Farms Road and west of Cerius Stravenue within a portion of Section 26, Township 12 South and Range 12 East. (Brian D. Varney)

Addressing the Commission, **Mr. Varney** stated this was a request for a recommendation to the Town Council for approval of a final plat. The plat area is comprised of 16.51 acres. With approval, the zoning will be VC through the balance of the project area. 6 commercial lots are proposed, ranging in size from 29,267 S.F. to 197,657 S.F. Common Area "A" is the retention/detention area. Common Area "B" will be the portion of land given to the HOA for open space/park site. The project will be directly accessed from Cortaro Farms Road, Cerius Stravenue, and Joplin Lane. The plat will dedicate 33' of right-of-way for Joplin Lane. The developer will construct Joplin Lane adjacent to its frontage.

There were no questions from the Commission.

***Motion to approve by Chairman Schnee, seconded by Commissioner Miller. Passed unanimously. 7-0***

**2. DPR1810-001: Development Plan for Cortaro Ranch Phase II;** A request for a recommendation to the Marana Town Council for approval of the Development Plan for Cortaro Ranch Phase II generally located north of Cortaro Farms Road and west of Cerius Stravenue within a portion of Section 26, Township 12 South and Range 12 East. (Brian D. Varney)

**Mr. Varney** stated this project is known as Cortaro Ranch Phase II and comprised of 16.51 acres. Lot 4/tenant 5 will possibly have a two-story structure planned. The remaining lots will be single story. A few quick-serve restaurants will occupy lots 1, 2, and possible 3.

**Chairman Schnee** thought the plan looked good. He had no questions. **Commissioner Schachter** with regard to the projected roadwork within the next 4-5 years, is the developer or tenants concerned with the possible impact to the area? **Mr. Varney** stated that a TIA Traffic Impact Analysis has been submitted to the town and staff feels everyone is at a good place currently. **Fausto Burrue** noted that staff has had initial discussions with the applicant to let them know that at some point in the future a new interchange would be constructed at Cortaro Road. The applicant is aware there will be an impact at whatever point the construction does occur.

The Commission had no comments or concerns.

***Motion to approve by Chairman Schnee, seconded by Commissioner Fehrmann. Passed unanimously. 7-0***

**INFORMATIONAL ITEMS/POSSIBLE ACTION ITEMS.**

**FUTURE AGENDA ITEMS.**

***ADJOURNMENT. Motion to adjourn at 6:55 p.m. by Vice Chair Duncan, 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 February 27, 2019. I further certify that a quorum was present.

---

Terri Byler, Commission Secretary



Development Services / [planning@maranaAZ.gov](mailto:planning@maranaAZ.gov)

11555 West Civic Center Drive / Marana, AZ 85653

Ph (520) 382-2600 / Fax (520) 382-2641 / [maranaAZ.gov](http://maranaAZ.gov)

## PROJECT APPLICATION

### PROJECT INFORMATION

Project Name: Cortaro Ranch Phase II

Description of Project: proposed 6 lot commercial subdivision

Number of Lots: 6

Parcel No.(s): 221-118-431A and 221-184-320

Gross Area (Acres): 16.5

Project Address: NWC of Cerius Stra and Cortaro Farms Road

Ref. Project No.: 154004

### CONTACT INFORMATION

**Owner:** Cortaro Commercial JV LLC

Contact Name: Andrew Call

Address: 901 Wabash Avenue, Ste. 300

City: Terre Haute

State: IN

Zip: 47807

Email: [acall@thompsonthrift.com](mailto:acall@thompsonthrift.com)

Phone No.: (602) 313-8633

**Applicant:** Beck Consulting Engineers, Inc.

Contact Name: Justin Evinger

Address: 2942 N. 24th Street, Ste. 114

City: Phoenix

State: AZ

Zip: 85016

Email: [justin.evinger@beckcon.com](mailto:justin.evinger@beckcon.com)

Phone No.: (602) 810-2975

**Consultant/Engineer:** same as applicant

Contact Name:

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.)

Justin Evinger

10/30/2018

Applicant Name (PRINT)

Signature

Date

### FOR OFFICIAL USE ONLY

Project No. PRV1811-001

Date Received 11/2/18

- |                                                         |                                                |                                                      |                                                  |
|---------------------------------------------------------|------------------------------------------------|------------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Annexation                     | <input type="checkbox"/> Rezone                | <input type="checkbox"/> Specific Plan               | <input type="checkbox"/> General Plan Amendment  |
| <input type="checkbox"/> Preliminary Plat               | <input checked="" type="checkbox"/> Final Plat | <input type="checkbox"/> Significant Land Use Change | <input type="checkbox"/> Minor Land Division     |
| <input type="checkbox"/> Variance                       | <input type="checkbox"/> Development Plan      | <input type="checkbox"/> Development Plan Package    | <input type="checkbox"/> Dedications / Easements |
| <input type="checkbox"/> Lic. Agreement                 | <input type="checkbox"/> Landscape Plan        | <input type="checkbox"/> Conditional Use Permit      | <input type="checkbox"/> Report (Type): _____    |
| <input type="checkbox"/> SWPP                           | <input type="checkbox"/> Native Plant Plan     | <input type="checkbox"/> Native Plant Exception      | <input type="checkbox"/> Other: _____            |
| <input type="checkbox"/> Improvement Plan (Type): _____ |                                                |                                                      |                                                  |

Revision Date 1/26/2017



## **Council-Regular Meeting**

**A3**

**Meeting Date:** 03/19/2019

**To:** Mayor and Council

**From:** Brian Varney, Senior Planner

**Date:** March 19, 2019

**Strategic Plan Focus Area:**

Not Applicable

**Subject:** Resolution No. 2019-024; Relating to development; approving a development plan for Cortaro Ranch Phase II, a commercial development located north of Cortaro Farms Road and west of Cerius Stravenue (Brian D. Varney)

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### **Discussion:**

#### **Summary**

Beck Consulting Engineers, Inc., representing Cortaro Commercial JV, LLC, is requesting approval of a development plan to allow the development of six commercial lots within Cortaro Ranch Phase II located north of Cortaro Farms Road and west of Cerius Stravenue. The Town Council does not typically review development plans; however, a condition in the rezoning ordinance (Marana Ordinance 95.30) requires all plats and development plans within the Cortaro Ranch rezoning area to be approved by both the Planning Commission and the Town Council.

#### **Land Use**

The development plan comprises approximately 16.51 acres and proposes development of six commercial lots ranging in size from 29,567 square feet to 197,657 square feet. Building elevations are not available at this time, as some tenants have not been identified and corporate designs and colors will largely be accommodated as long as they are commensurate with the balance of the development. Staff will review separate construction plans for each lot within the development, and all development will be subject to the Town's commercial design standards. Allowable building height within the Village Commercial (VC) zoning district is 50 feet; however, the development plan proposes a maximum height of 25 feet. It is anticipated at this time that a two-story building will be proposed on Lot 4. A landscape plan will be forthcoming and all landscaping will be in compliance with the requirements of the Marana Land

Development Code. Particular attention will be given to the landscaping and buffering along the north property boundary adjacent to the existing residential development.

### **Access and Traffic Circulation**

Access to the development will be provided directly from Cortaro Farms Road and Cerius Stravenue, as well as by the future Joplin Lane. The property owner will dedicate thirty-three feet of right-of-way to the Town (by final plat) for Joplin Lane and will be responsible for the construction of the roadway adjacent to its property in accordance with the Cortaro Ranch Commercial Assurance and Development Agreement. The master traffic study for the entire development has been reviewed and approved by our Traffic Engineering Division.

### **Infrastructure and Utilities**

The development will be served by Marana Water, Pima County Wastewater, Tucson Electric Power, and Southwest Gas. Fire service will be provided by Northwest Fire District.

### **Staff Recommendation:**

Staff has reviewed the proposed development plan against the requirements of the Marana Land Development Code, Marana General Plan, Marana Ordinance 95.30, and the Cortaro Ranch Commercial Assurance and Development Agreement. The proposed development plan is in conformance with all required development regulations, and staff recommends approval.

### **Suggested Motion:**

I move to adopt Resolution No. 2019-024, approving a development plan for Cortaro Ranch Phase II.

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### **Attachments**

Resolution No. 2019-024  
DPR1810-001 CRPHII DP  
DPR1810-001 CRPHII DP App  
DPR1810-001 CRPHII DP Map  
DPR1810-001 CRPHII DP Commission minutes

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## MARANA RESOLUTION NO. 2019-024

RELATING TO DEVELOPMENT; APPROVING A DEVELOPMENT PLAN FOR CORTARO RANCH PHASE II, A COMMERCIAL DEVELOPMENT LOCATED NORTH OF CORTARO FARMS ROAD AND WEST OF CERIUS STRAVENUE

WHEREAS, on December 19, 1995, the Marana Town Council adopted Ordinance No. 95.30 approving a rezoning of approximately 98.7 acres of land located at the northeast corner of Cortaro Farms Road and Interstate 10 from Zone 'C' (Large Lot Zone) to R-8 (Single-family Residential) and VC (Village Commercial); and

WHEREAS, on September 17, 1996, the Marana Town Council adopted Resolution No. 96-81, approving a final plat for Cortaro Ranch, Lots 1-297 and Common Area "A", located north of Cortaro Farms Road and west of Cerius Stravenue within a portion of Section 26, Township 12 South and Range 12 East; and

WHEREAS, on March 19, 2019, the Marana Town Council adopted Resolution No. 2019-023, approving a final plat for Cortaro Ranch Phase II, a 6-lot commercial resubdivision of Lots 163 through 180, Lots 295 through 297, and Common Area "A" of Cortaro Ranch, Lots 1-297 and Common Area "A", and also a resubdivision of Lots 293C and 294B of Cortaro Ranch, Lots 293A through 294B; and

WHEREAS, Beck Consulting Engineers, Inc., on behalf of Cortaro Commercial JV, LLC, has applied for approval of a development plan for a commercial development on Lots 1-6 of the resubdivided plat; and

WHEREAS the Marana Town Council, at the regularly scheduled meeting on March 19, 2019, determined that the Development Plan for Cortaro Ranch Phase II should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the Development Plan for Cortaro Ranch Phase II is hereby approved.

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

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Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

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Cherry L. Lawson, Town Clerk

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Frank Cassidy, Town Attorney

TOTAL SITE DATA (PLAT BNDRY)

TOTAL SITE AREA: 719,331 SF (16.51 ACRES)  
BUILDING SETBACKS:  
TYPICAL STREET: 30 FT  
SIDE AND REAR: 20 FT  
SPECIAL BUFFER ALONG RESIDENTIAL: 40 FT  
BUILDING HEIGHT:  
MAX HEIGHT ALLOWED: 40'-0"  
ZONING:  
EXISTING: VILLAGE COMMERCIAL (VC) & LIGHT INDUSTRIAL (LI)  
PROPOSED: VILLAGE COMMERCIAL (VC)  
USE:  
EXISTING: UNDEVELOPED  
PROPOSED: COMMERCIAL / RETAIL  
FIRE SPRINKLER TYPE = WET, AUTOMATIC (ALL BUILDINGS)  
FIRE FLOW PROVIDED = 1,875 GPM FOR 2 HOURS

LOT 1: SITE & BUILDING DATA

ADDRESS: 5770 W CORTARO FARMS RD  
LOT AREA: 31,977.27 S.F. (0.73 ACRES)  
BUILDING AREA: 2,475 S.F.  
LOT COVERAGE: 7.7%  
LANDSCAPE AREA: 13,056 S.F. (41%)  
PARKING SPACES PROVIDED: 28 STANDARD, 2 ADA

LOT 2: SITE & BUILDING DATA

ADDRESS: 5750 W CORTARO FARMS RD  
LOT AREA: 29,427.49 S.F. (0.68 ACRES)  
BUILDING AREA: 2,475 S.F.  
LOT COVERAGE: 8.4%  
LANDSCAPE AREA: 5,912 S.F. (20%)  
PARKING SPACES: PROVIDED: 31 STANDARD, 2 ADA

LOT 3: SITE & BUILDING DATA

ADDRESS: 5730 W CORTARO FARMS RD  
LOT AREA: 33,910.39 S.F. (0.78 ACRES)  
BUILDING AREA: 6,110 S.F.  
LOT COVERAGE: 8.8%  
LANDSCAPE AREA: 6,110 S.F. (18%)  
PARKING SPACES: PROVIDED: 31 STANDARD, 2 ADA

LOT 4: SITE & BUILDING DATA

ADDRESS: 5710 W CORTARO FARMS RD  
LOT AREA: 128,133.21 S.F. (2.94 ACRES)  
BUILDING AREA: 49,500 S.F. (2-STORY)  
FOOTPRINT: 24,931 S.F.  
LOT COVERAGE: 19.5%  
LANDSCAPE AREA: 15,368 S.F. (12%)  
PARKING SPACES PROVIDED: 142 STANDARD, 20 COMPACT, 6 ADA

LOT 5: SITE & BUILDING DATA

ADDRESS: 5780 W CORTARO FARMS RD  
LOT AREA: 197,656.89 S.F. (4.54 ACRES)  
BUILDING AREA: 40,960 S.F.  
LOT COVERAGE: 20.7%  
LANDSCAPE AREA: 23,715 S.F. (12%)  
PARKING SPACES PROVIDED: 210 STANDARD, 7 ADA

LOT 6: SITE & BUILDING DATA

ADDRESS: 5820 W CORTARO FARMS RD  
LOT AREA: 81,471.83 S.F. (1.87 ACRES)  
BUILDING AREA: 20,000 S.F.  
LOT COVERAGE: 24.5%  
LANDSCAPE AREA: 9,568 S.F. (12%)  
PARKING SPACES PROVIDED: 90 STANDARD, 4 ADA SPACES

COMMON AREA AND R/W DATA

C.A. "A" AREA: 134,129.11 S.F. (3.08 ACRES)  
C.A. "B" AREA: 37,758.19 S.F. (0.87 ACRES)  
JOPLIN LN. R/W AREA: 44,866.48 S.F. (1.03 ACRES)  
T.E.P. R/W DEDICATION AREA: 3,901.22 S.F. (0.09 ACRES)

MARANA STANDARD NOTES:

- TRASH ENCLOSURES MUST BE OF MASONRY CONSTRUCTION MATCHING THE BUILDING AND HAVE NON-TRANSPARENT GATES.
- ALL WALLS SHALL BE CONSTRUCTED OF, OR PAINTED, WITH GRAFFITI-RESISTANT MATERIALS.
- ALL SIGNAGE TO BE APPROVED UNDER A SEPARATE PERMIT.
- DEVELOPER WILL COVENANT TO HOLD TOWN OF MARANA, ITS SUCCESSORS AND ASSIGNS, HARMLESS IN THE EVENT OF FLOODING.
- DRAINAGE WILL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL.
- OBJECTS AND MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30" AND 72" ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
- INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION.
- THIS DEVELOPMENT COMPLIES WITH MARANA TOWN CODE FOR ACCESSIBLE PARKING SIGNAGE REQUIREMENTS.
- ALL EXTERIOR LIGHTING SHALL BE PER THE CURRENTLY ADOPTED TOWN OF MARANA OUTDOOR LIGHTING CODE.
- THIS DEVELOPMENT IS SUBJECT TO THE CONDITIONS OF REZONING APPROVED BY THE MARANA TOWN COUNCIL BY ADOPTED MARANA ORDINANCE NO. 95.30 AND ORDINANCE NO. \_\_\_\_\_.
- THIS PROJECT LIES WITHIN THE PLANNED WATER SERVICE AREA OF THE TOWN OF MARANA WATER DEPARTMENT WHICH IS DESIGNATED BY THE DEPARTMENT OF WATER RESOURCES AS HAVING AN ASSURED WATER SUPPLY.
- THIS PROJECT LIES WITHIN THE PLANNED WASTEWATER SERVICE AREA OF THE PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT.
- THIS PROJECT IS SUBJECT TO THE DEVELOPMENT AGREEMENT BETWEEN CADDIS BRIDGE, LLC AND THE TOWN OF MARANA ADOPTED BY MARANA RESOLUTION NO. 2015-085 ON SEPTEMBER 1, 2015.
- IF ANY HUMAN REMAINS OR FUNERARY ITEMS ARE DISCOVERED DURING CONSTRUCTION, OR AT ANY TIME, ALL WORK MUST STOP IN THE AREA OF THE REMAINS AND THE REPARATION COORDINATOR AT THE ARIZONA STATE MUSEUM MUST BE CONTACTED IMMEDIATELY, PURSUANT TO A.R.S. §41-865.
- GRADING BOUNDARIES SHALL BE CLEARLY MARKED, AND ALL WORK WILL BE CONFINED TO THE APPROVED PROJECT DISTURBANCE LIMITS AS SHOWN ON THESE PLANS. NO WORK SHALL TAKE PLACE OUTSIDE OF THE LIMITS SHOWN ON THESE PLANS.
- THE CONTRACTOR SHALL OBTAIN A TOWN OF MARANA RIGHT OF WAY PERMIT AT THEIR COST AND SCHEDULE A PRE-CONSTRUCTION CONFERENCE WITH THE TOWN OF MARANA RIGHT OF WAY INSPECTOR PRIOR TO COMMENCEMENT OF ANY WORK WITHIN THE PUBLIC RIGHT OF WAY.
- THE CONTRACTOR SHALL SUBMIT TO THE TOWN OF MARANA A TRAFFIC CONTROL PLAN FOR EACH PHASE OF THE WORK A MINIMUM OF SEVEN (7) WORKING DAYS PRIOR TO COMMENCEMENT OF ANY WORK WITHIN THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL HAVE ON SITE, AT ALL TIMES, TRAFFIC CONTROL PLANS ACCEPTED (STAMPED) BY THE TOWN OF MARANA FOR ALL WORK BEING PERFORMED WITHIN THE PUBLIC RIGHT OF WAY.
- AN ARCHAEOLOGICAL MONITOR IS REQUIRED DURING GROUND-DISTURBING ACTIVITIES, PER THE ARCHAEOLOGICAL REPORT BY TIERRA RIGHT OF WAY DATED 1-15-16.
- THE CURRENT AVAILABLE FIRE FLOW TO THIS PUBLIC WATER SYSTEM IS 1,875 GPM FOR 2 HOURS.
- IT SHALL BE THE RESPONSIBILITY OF THE OPERATOR(S) TO FULLY COMPLY WITH THE ARIZONA POLLUTANT DISCHARGE ELIMINATION SYSTEM CONSTRUCTION GENERAL PERMIT, IN ACCORDANCE WITH THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) DEVELOPED FOR THIS PROJECT.

ABBREVIATIONS

NOTE: ALL ABBREVIATIONS MAY NOT APPEAR ON EACH SHEET.

|        |                       |        |                           |
|--------|-----------------------|--------|---------------------------|
| AC     | ASPHALT CONCRETE      | ML     | MONUMENT LINE             |
| BC     | BACK OF CURB          | NG     | NATURAL GRADE             |
| BW     | BOTTOM OF WALL        | OHE    | OVERHEAD ELECTRIC         |
| B.S.L. | BUILDING SETBACK LINE | PV     | PAVEMENT                  |
| CATV   | CABLE TV              | PC     | POINT OF CURVE            |
| C      | CONCRETE              | PR     | PROPOSED                  |
| CB     | CATCH BASIN           | PT     | POINT OF TANGENCY         |
| CL     | CENTERLINE            | R      | RIM                       |
| E      | ELECTRIC              | RDL    | ROOF DRAIN LEADER         |
| EL     | ELEVATION             | ROW    | RIGHT OF WAY              |
| EP     | EDGE OF PAVEMENT      | SD     | STORM DRAIN               |
| EG     | EXISTING GRADE        | SL     | STREET LIGHT              |
| EX     | EXISTING              | SS     | SANITARY SEWER            |
| ESMT   | EASEMENT              | SVT    | SIGHT VISIBILITY TRIANGLE |
| FC     | FACE OF CURB          | SW     | SIDEWALK                  |
| FG     | FINISH GRADE          | T      | TELEPHONE                 |
| FF     | FINISH FLOOR          | TC     | TOP CURB                  |
| FH     | FIRE HYDRANT          | T.O.M. | TOWN OF MARANA            |
| FL     | FLOW LINE             | TW     | TOP OF WALL               |
| G      | GUTTER                | TS     | TRAFFIC SIGNAL            |
| GB     | GRADE BREAK           | UGE    | UNDERGROUND ELEC          |
| I.E.   | INVERT ELEVATION      | VG     | VALLEY GUTTER             |
| IRR    | IRRIG. CONTROL VALVE  | W      | WATER                     |
|        |                       | WLE    | WATER LINE EASEMENT       |

# DEVELOPMENT PLAN FOR CORTARO RANCH PHASE II

LOTS 1 THRU 6, CA-"A" AND CA-"B" PER THE "FINAL PLAT FOR CORTARO RANCH LOTS 1 THROUGH 6", BEING  
A PORTION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 12 SOUTH, RANGE 12 EAST OF THE  
GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA

BENCHMARK

FOUND BRASS CAP IN HEADWALL 1000' NORTH OF CORTARO FARMS ROAD, EAST SIDE OF FRONTAGE ROAD.  
EL. = 2154.50' NAVD 88 (USED HEREON)  
EL. = 2152.78 NGVD 29 (-1.72)

DRAINAGE STATEMENT

PER PIMA COUNTY REQUIREMENTS, THE PROPOSED COMMERCIAL DEVELOPMENT IS LARGER THAN 1 ACRE, THUS REQUIRES 5-YEAR (PT=1.5 INCHES) THRESHOLD RETENTION AND IS LOCATED WITHIN A "CRITICAL BASIN". FOR CRITICAL BASINS, DETENTION IS REQUIRED, AND SIZED, TO ENSURE A 10% FLOW REDUCTION OF THE PRE-DEVELOPED 100 YEAR PEAK RUNOFF. BASIN A IS SIZED TO ACCOMMODATE THE FULL BUILD OUT OF THE ADJACENT PROPOSED LOTS WITHIN THE PHASE 1 SCOPE AREA (LOTS 293A, 293B AND 294A) AND PHASE II (LOTS 1 THRU 6). THE MASTER BASIN WILL REMAIN AS A PERMANENT BASIN FOR FULL BUILD OUT OF THE ENTIRE COMMERCIAL CENTER. THE PROPOSED MASTER BASIN IS ALSO SIZED TO ACCOUNT FOR THE EXISTING RESIDENTIAL SUBDIVISION 100 YEAR RETENTION PER THE EXISTING DRAINAGE REPORT FOR THIS SUBDIVISION, PREPARED BY OTHERS.

FEMA FLOOD ZONE CLASSIFICATION

REVIEW OF THE FEMA FLOOD INSURANCE RATE MAP 04019C1655L DATED JUNE 16, 2011, REVISED TO REFLECT THE LOMR, EFFECTIVE DATE: MARCH 14, 2017, INDICATED THAT PROPOSED LOTS 1 THRU 4 AND A PORTION OF LOT 5 LIES WITHIN ZONE X (SHADED) FLOOD ZONE.

A PORTION OF PROPOSED LOT 5 AND LOT 6 LIES WITH ZONE AO, AREAS SUBJECT TO INUNDATION BY 1-PERCENT-ANNUAL-CHANCE SHALLOW FLOODING (USUALLY SHEET FLOW ON SLOPING TERRAIN) WHERE AVERAGE DEPTHS ARE BETWEEN ONE (1) AND THREE (3) FEET.

A PORTION OF LOT 6 LIES WITH ZONE AH, AREAS SUBJECT TO 1-PERCENT-ANNUAL-CHANCE SHALLOW FLOODING WHERE AVERAGE DEPTHS ARE BETWEEN ONE (1) AND THREE (3) FEET.

BASED ON REVIEW OF A CURRENT LAND SURVEY, THE SITE IS ALREADY ELEVATED OUT OF THE MAPPED AH FLOOD ZONE. THE EXISTING AND PROPOSED SITE ELEVATIONS ARE GREATER THAN 1 FOOT ABOVE THE FEMA AH BASE FLOOD ELEVATIONS. THE FEMA FLOOD MAP WILL NEED TO BE REVISED TO REMOVE ZONE AO AND AH FROM THE DEVELOPMENT AS A PART OF THIS PROJECT, OR ADDITIONAL FLOOD INSURANCE FOR LOTS 5 AND 6 WILL BE REQUIRED PER THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP).

LEGAL DESCRIPTION (PLAT BOUNDARY)

THAT PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 12 SOUTH, RANGE 12 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP FLUSH MARKING THE EAST QUARTER CORNER OF SAID SECTION 26, FROM WHICH A BRASS CAP FLUSH MARKING THE NORTHEAST QUARTER OF SAID SECTION 26 BEARS NORTH 00°37'19" WEST, 2609.09 FEET;

THENCE SOUTH 89°18'13" WEST, ALONG THE EAST-WEST MIDSECTION LINE OF SAID SECTION 26, 2026.87 FEET;

THENCE DEPARTING SAID MIDSECTION LINE NORTH 00°41'47" WEST, 227.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1025.00 FEET, FROM WHICH THE CENTER BEARS SOUTH 09°28'03" WEST ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°33'20", AN ARC LENGTH OF 296.17 FEET;

THENCE NORTH 42°44'37" WEST, 1451.85 FEET;  
THENCE NORTH 89°13'43" EAST, 673.33 FEET;  
THENCE SOUTH 00°41'47" EAST, 25.06 FEET;  
THENCE NORTH 89°18'13" EAST, 25.00 FEET;  
THENCE NORTH 79°37'27" EAST, 111.59 FEET;

THENCE SOUTH 00°41'47" EAST, 71.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 222.50 FEET;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH OF 174.75 FEET;

THENCE SOUTH 45°41'48" EAST, 24.56 FEET;  
THENCE SOUTH 72°50'38" WEST, 125.22 FEET;  
THENCE SOUTH 45°41'47" EAST, 385.29 FEET;  
THENCE NORTH 89°17'32" EAST, 581.43 FEET;  
THENCE SOUTH 15°45'11" WEST, 179.51 FEET;  
THENCE SOUTH 44°24'38" WEST, 111.23 FEET;  
THENCE SOUTH 45°35'22" EAST, 35.00 FEET;  
THENCE SOUTH 44°24'38" WEST, 23.88 FEET;  
THENCE SOUTH 15°45'11" WEST, 75.05 FEET;  
THENCE NORTH 74°14'49" WEST, 159.10 FEET;

THENCE SOUTH 15°45'11" WEST, 217.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 719,241 SQUARE FEET OR 16.511 ACRES, MORE OR LESS.

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA STATE PLANE COORDINATE ZONE CENTRAL, DETERMINED BY GPS OBSERVATIONS.

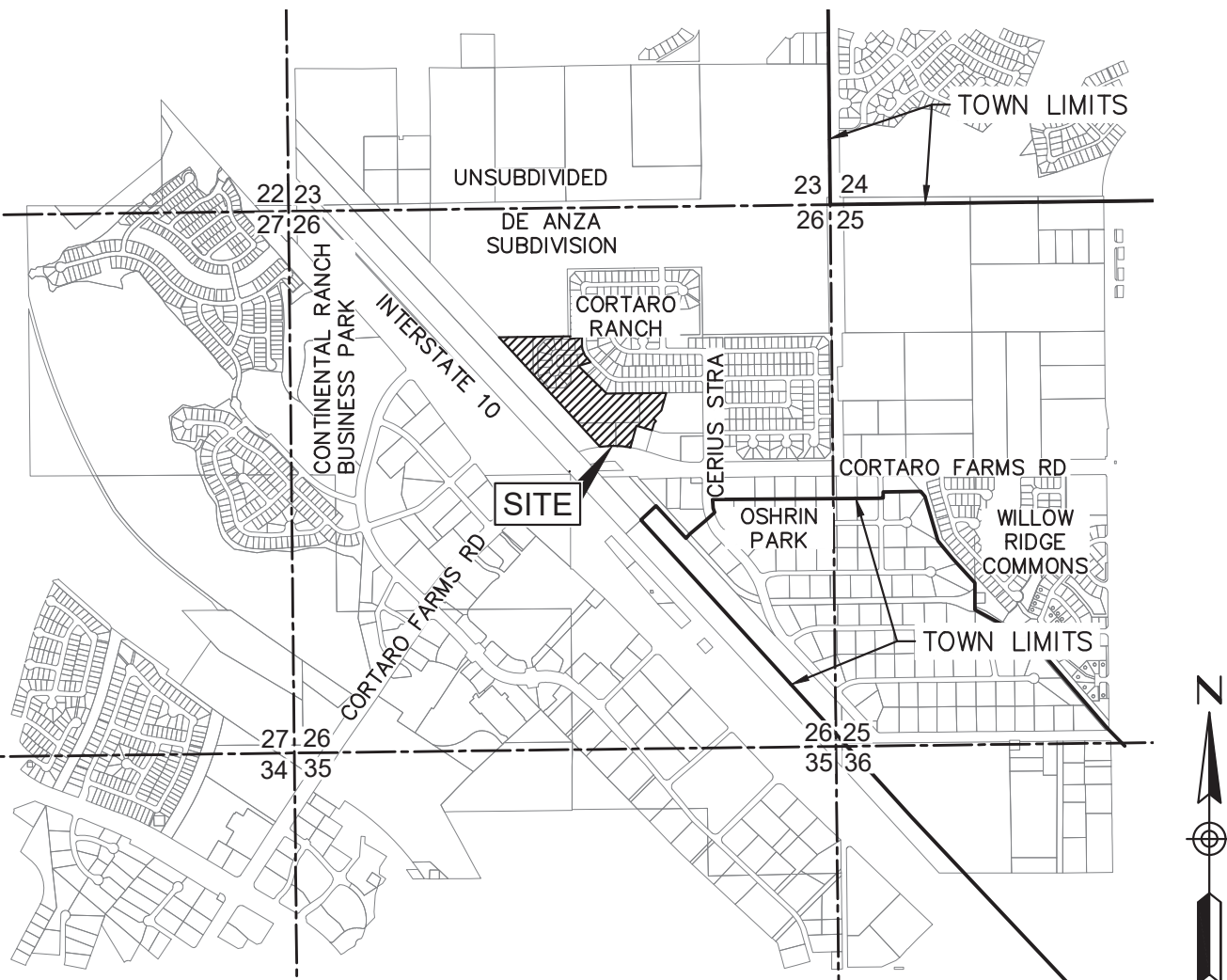
BASIS OF BEARINGS IS BASED ON THE ASSUMED CENTERLINE OF CERIUS STRAVENUE, SAID BEARING BEING N 00°41'47" W .

LEGEND

NOTE: ALL SYMBOLS MAY NOT APPEAR ON EACH SHEET.

|  |                                     |
|--|-------------------------------------|
|  | PROPOSED STORM DRAIN                |
|  | EASEMENT LINE                       |
|  | CENTERLINE                          |
|  | PROPERTY LINE                       |
|  | RIGHT OF WAY LINE                   |
|  | EXISTING CONTOUR LINE               |
|  | EXISTING WATER LINE                 |
|  | EXISTING SANITARY SEWER             |
|  | PROPOSED CONTOUR LINE               |
|  | PROPOSED FIRE SERVICE LINE          |
|  | PROPOSED WATER SERVICE LINE         |
|  | PROPOSED SEWER SERVICE LINE         |
|  | EXISTING MANHOLES, VAULTS AND BOXES |
|  | EXISTING ELEVATION                  |
|  | WATER VALVE                         |
|  | WATER METER                         |
|  | FIRE HYDRANT                        |
|  | FLOW ARROW                          |
|  | EX. LIGHT POLE                      |
|  | PROPOSED ELEVATION                  |
|  | EX. POWER POLE                      |
|  | EX. FIRE HYDRANT                    |
|  | EX. WATER VALVE                     |
|  | EX. WATER METER                     |
|  | EX. SANITARY SEWER MANHOLE          |
|  | PR. SANITARY SEWER MANHOLE          |
|  | GRADE BREAK                         |
|  | SIGHT VISIBILITY TRIANGLE           |
|  | WATER MAIN STUB WITH DRAIN VALVE    |
|  | FOUND BRASS CAP FLUSH               |
|  | FOUND BRASS CAP IN HAND HOLE        |
|  | SET REBAR WITH CAP                  |
|  | FOUND SCRIBED X                     |
|  | BREAK LINE                          |

NOTE:  
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LOCATION MAP

SCALE: 3"=1 MILE (1"=1760')  
A PORTION OF SECTION 26, T12S, R12E, G&SRM, TOWN OF MARANA, PIMA COUNTY, AZ

PROJECT DIRECTORY:

|                 |                                                                                                                                                   |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| OWNER:          | CORTARO COMMERCIAL JV, LLC<br>901 WABASH AVENUE, SUITE 300<br>TERRE HAUTE, IN 47807<br>CONTACT: ANDREW CALL<br>PHONE: (602) 313-8633              |
| DEVELOPER:      | THOMPSON THRIFT<br>3131 E. CAMELBACK ROAD, SUITE 115<br>PHOENIX, AZ 85016<br>CONTACT: ANDREW CALL<br>PHONE: (602) 313-8633                        |
| CIVIL ENGINEER: | BECK CONSULTING ENGINEERS, INC.<br>2330 WEST MISSION LANE, SUITE 3<br>PHOENIX, AZ 85021<br>CONTACT: JUSTIN EVINGER, P.E.<br>PHONE: (602) 810-2975 |
| ARCHITECT:      | LEVEL 4 STUDIO, L.L.C.<br>6868 N. 7TH STREET, SUITE 209<br>PHOENIX, ARIZONA 85013<br>CONTACT: BRYAN CURTIS<br>PHONE: (602) 374-4920               |

DRAWING INDEX

|   |                                  |
|---|----------------------------------|
| 1 | COVER SHEET                      |
| 2 | SITE PLAN (1 OF 2)               |
| 3 | SITE PLAN (2 OF 2)               |
| 4 | WATER & SEWER PLAN (1 OF 2)      |
| 5 | WATER & SEWER PLAN (2 OF 2)      |
| 6 | GRADING & DRAINAGE PLAN (1 OF 2) |
| 7 | GRADING & DRAINAGE PLAN (2 OF 2) |
| 8 | DETAILS AND X-SECTIONS           |

APPROVALS:

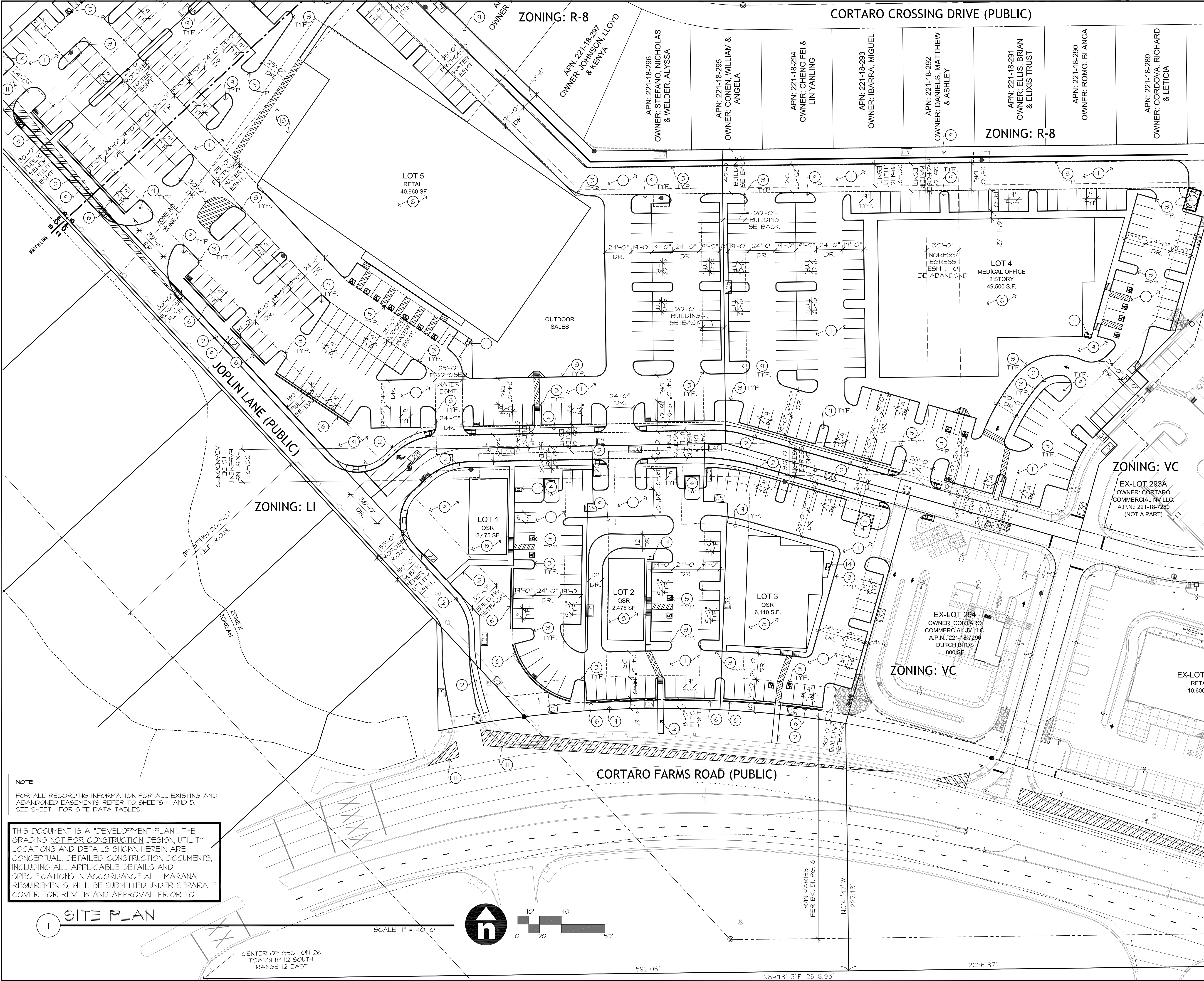
|    |                                           |      |
|----|-------------------------------------------|------|
| BY | MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER | DATE |
| BY | MARANA DEVELOPMENT SERVICES DIRECTOR      | DATE |
| BY | NORTHWEST FIRE DISTRICT                   | DATE |



DPR 1810-001  
PCZ9505-002  
PRV1802-001

PROJECT NO.  
154004

1 OF 8

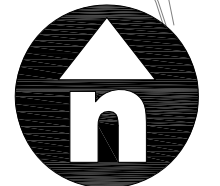


NOTE:  
FOR ALL RECORDING INFORMATION FOR ALL EXISTING AND ABANDONED EASEMENTS REFER TO SHEETS 4 AND 5. SEE SHEET 1 FOR SITE DATA TABLES.

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SITE PLAN

SCALE: 1" = 40'-0"



CENTER OF SECTION 26  
TOWNSHIP 12 SOUTH,  
RANGE 12 EAST

592.06'

N89°18'13"E 2618.93'

2026.87'

KEYNOTES:

1. PROPOSED ASPHALT PAVING.
2. PROPOSED CONCRETE SIDEWALK.
3. PROPOSED CAST-IN-PLACE CONCRETE CURB.
4. PROPOSED TRASH ENCLOSURE - TRASH ENCLOSURE MUST BE OF MASONRY CONSTRUCTION MATCHING THE BUILDING AND HAVE NON-TRANSPARENT GATES. REFER TO DETAIL 7 ON SHEET 8 OF 8.
5. ACCESSIBLE PARKING STALL REFER TO DETAIL 1 ON SHEET 8 OF 8.
6. 6" C.M.U. SCREW WALL 3'-6" HIGH REFER TO DETAIL 5 ON SHEET 8 OF 8.
7. NOT USED.
8. PROPOSED BUILDING LOCATION
9. PROPOSED LANDSCAPE AREA.
10. NOT USED.
11. SIGHT VISIBILITY TRIANGLE, REFER TO CIVIL DRAWINGS.
12. NOT USED.
13. LOADING DOCK.
14. BICYCLE PARKING PER DETAIL 6 ON SHEET 8.

GENERAL NOTES

- A. ALL WALLS SHALL BE CONSTRUCTED OF, OR PAINTED WITH GRAFFITI-RESISTANT MATERIALS.
- B. ALL SIGNAGE TO BE APPROVED UNDER A SEPARATE PERMIT.
- C. DEVELOPER WILL COVENANT TO HOLD TOWN OF MARANA, ITS SUCCESSORS AND ASSIGNS, HARMLESS IN THE EVENT OF FLOODING.
- D. DRAINAGE WILL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL.
- E. OBJECTS AND MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINE LOCATED 30' AND 12' ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
- F. INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION.
- G. THIS DEVELOPMENT COMPLIES WITH MARANA TOWN CODE FOR ACCESSIBLE PARKING SIGNAGE REQUIREMENTS.
- H. ALL EXTERIOR LIGHTING SHALL BE PER THE CURRENTLY ADOPTED TOWN OF MARANA OUTDOOR LIGHTING CODE.
- I. THIS DEVELOPMENT IS SUBJECT TO THE CONDITIONS AND AGREEMENTS OF ORDINANCE 4530.

LEVEL 4 STUDIO

LEVEL 4 STUDIO, L.L.C.  
6868 N. 7TH AVE.,  
SUITE 209  
PHOENIX, ARIZONA 85013  
+602.374.4926 T.  
+602.374.4922 F.  
WWW.L4STUDIO.COM

THOMPSON THRIFT

RETAIL GROUP

SCALE (H): 1" = 40'-0"

SCALE (V):

DESIGNED BY:

DRAWN BY:

CHECKED BY:

DATE: 10-12-18

DEVELOPMENT PLAN – SITE PLAN (2 OF 8)

CORTARO RANCH PHASE II

NEC OF CORTARO FARMS RD. AND JOPLIN LN.

MARANA, ARIZONA

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
|     |      |             |
|     |      |             |
|     |      |             |
|     |      |             |
|     |      |             |
|     |      |             |
|     |      |             |
|     |      |             |
|     |      |             |
|     |      |             |

REGISTERED ARCHITECT  
CERTIFICATE NO.  
67882  
NICHOLAS  
PERSONOCH  
DESIGNED  
ARIZONA U.S.A.

EXPIRATION DATE: 12/31/21

DPR: 1810-001

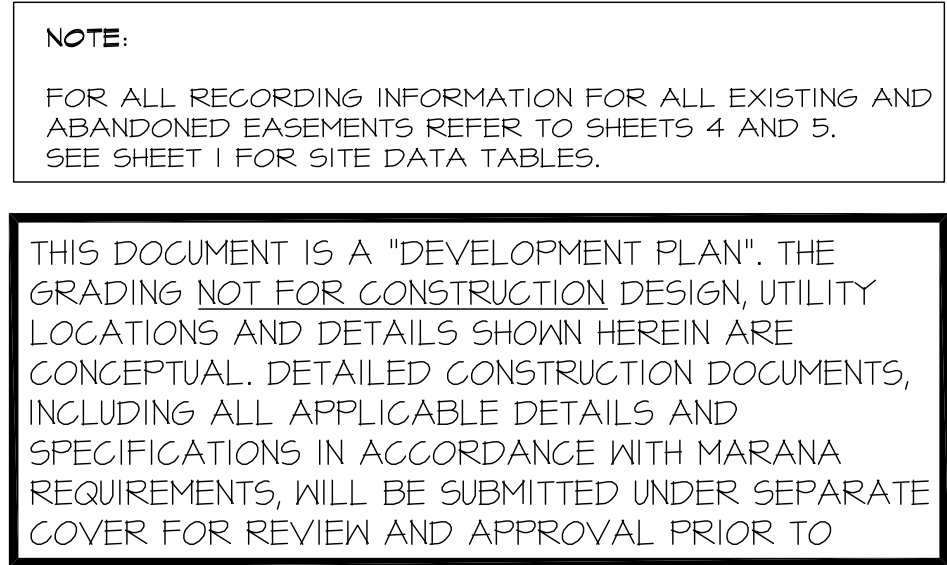
PCZ9505-002  
PRV1802-001

PROJECT NO.  
154004

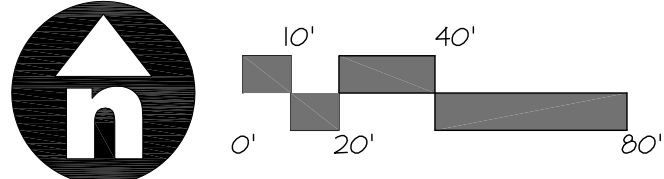
2 OF 8

Marana Regular Council Meeting 03/19/2019

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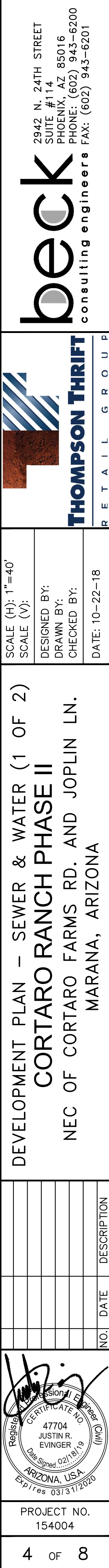
SCALE: 1" = 40'-0"



1. PROPOSED ASPHALT PAVING.
2. PROPOSED CONCRETE SIDEWALK.
3. PROPOSED CAST-IN-PLACE CONCRETE CURB.
4. PROPOSED TRASH ENCLOSURE - TRASH ENCLOSURE MUST BE  
OF MASONRY CONSTRUCTION MATCHING THE BUILDING AND  
HAVE NON-TRANSPARENT GATES, REFER TO DETAIL 7 ON  
SHEET 8 OF 8.
5. ACCESSIBLE PARKING STALL REFER TO DETAIL 1 ON SHEET 8  
OF 8.
6. 8' G.W.U. SCREEN WALL 3'-6" HIGH REFER TO DETAIL 5 ON  
SHEET 8 OF 8.
7. NOT USED.
8. PROPOSED BUILDING LOCATION
9. PROPOSED LANDSCAPE AREA.
10. NOT USED.
11. SIGHT VISIBILITY TRIANGLE, REFER TO CIVIL DRAWINGS.
12. NOT USED.
13. LOADING DOCK.
14. BICYCLE PARKING PER DETAIL 6 ON SHEET 8.

- A. ALL WALLS SHALL BE CONSTRUCTED OF, OR PAINTED WITH GRAFFITI-RESISTANT MATERIALS.
- B. ALL SIGNAGE TO BE APPROVED UNDER A SEPARATE PERMIT. DEVELOPER WILL COVENANT TO HOLD TOWN OF MARANA, ITS SUCCESSORS AND ASSIGNS, HARMLESS IN THE EVENT OF FLOODING.
- D. DRAINAGE WILL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL.
- E. OBJECTS AND MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINE LOCATED 30" AND 72" ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
- F. INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A FERTHFUL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION.
- G. THIS DEVELOPMENT COMPLIES WITH MARANA TOWN CODE FOR ACCESSIBLE PARKING SIGNAGE REQUIREMENTS.
- H. ALL EXTERIOR LIGHTING SHALL BE THE CURRENTLY ADOPTED MARANA OUTDOOR LIGHTING CODE.
- I. THIS DEVELOPMENT IS SUBJECT TO THE CONDITIONS AND AGREEMENTS OF ORDINANCE 45.30.

[illegible]



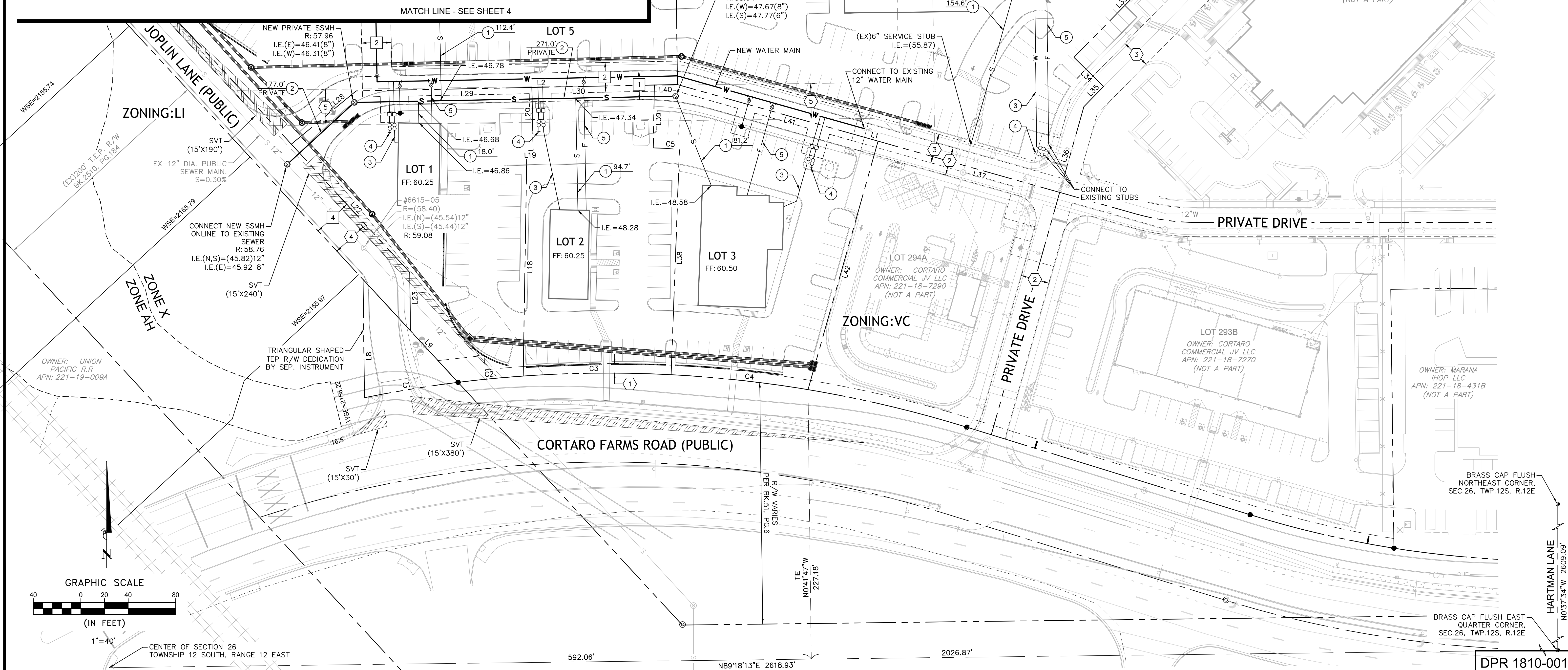
1. 6" DIA. SEWER SERVICE. INVERT AT BUILDING IS SHOWN RUNNING AT A MINIMUM SLOPE OF 1/8" PER FT. FOR CURRENT F.P.C., FOR MASTER PLANNING PURPOSES. FINAL DESIGN DOCUMENTS WILL INCREASE SLOPE AS NEEDED.
2. PROPOSED PRIVATE 8" DIA. SEWER MAIN AT S=0.50%. LENGTH PER PLAN. MINIMUM SLOPE SHOWN FOR MASTER PLANNING PURPOSES. FINAL DESIGN WILL INCREASE SLOPE AS NEEDED.
3. DOMESTIC WATER SERVICE. SIZE T.B.D.
4. LANDSCAPE WATER SERVICE. SIZE T.B.D.
5. 6" DIA. PRIVATE FIRE SERVICE.
6. PROVIDE ACCESS DRIVE ALONG PUBLIC SEWER MAIN. SEE SHEET 6 FOR MORE INFORMATION.

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1. EXISTING 8'0" ELECTRICAL EASEMENT PER DKT11340, PG.1101.
2. EXISTING 24' PUBLIC UTILITY MAINTENANCE AND ACCESS EASEMENT PER THE FINAL PLAT FOR CORTARO RANCH LOTS 293A THROUGH 294B AS RECORDED IN SEQUENCE NO. 20180950140, P.C.R.
3. EXISTING 25' MARANA WATER EASEMENT PER THE FINAL PLAT FOR CORTARO RANCH LOTS 293A THROUGH 294B AS RECORDED IN SEQUENCE NO. 20180950140, P.C.R.
4. EXISTING 30' PUBLIC SEWER AND UTILITY ESMT. BK.51, P.G.6. TO BE ABANDONED BY FINAL PLAT.
5. 30.0' INGRESS/EGRESS ESMT DKT.11340, PG.1137 TO BE ABANDONED BY SEPARATE INSTRUMENT.
6. EXISTING 20' PUBLIC UTILITY EASEMENT BK.51, P.G.6.
7. EXISTING 20' PUBLIC SEWER EASEMENT BK.51, PG.6 TO BE ABANDONED BY FINAL PLAT.
8. EXISTING 20' PUBLIC DRAINAGE AND UTILITY EASEMENT BK.51, P.G.6 TO BE ABANDONED BY FINAL PLAT.

1. PROPOSED 24' PUBLIC UTILITY MAINTENANCE AND ACCESS EASEMENT BY FINAL PLAT.
2. PROPOSED 25' MARANA WATER EASEMENT BY FINAL PLAT.
3. PROPOSED 20' PUBLIC SEWER EASEMENT BY FINAL PLAT.
4. PROPOSED 33.0' RIGHT-OF-WAY FOR JOPLIN LANE BY FINAL PLAT.



DPR 1810-001

PCZ9505-002  
PRV1802-001

DEVELOPMENT PLAN - SEWER & WATER (2 OF 2)  
CORTARO RANCH PHASE II  
NEC OF CORTARO FARMS RD. AND JOPLIN LN.

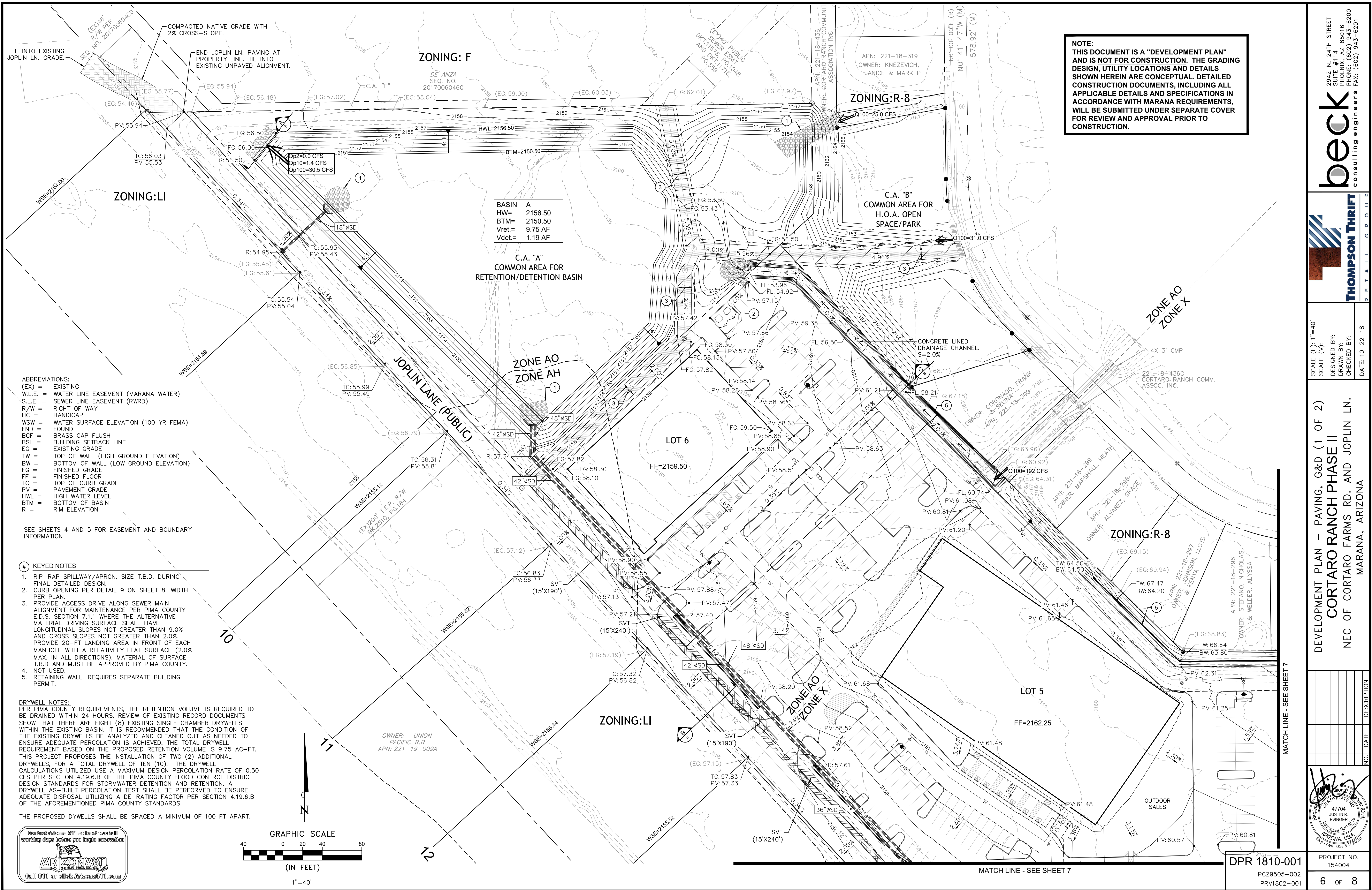
SCALE (H): 1"=40'  
SCALE (V):  
DESIGNED BY:  
DRAWN BY:  
CHECKED BY:  
DATE: 10-22-18



**THOMPSON THRIFT**

**beck**  
consulting engineers

2942 N. 24TH STREET  
SUITE #1114  
PHOENIX, AZ 85016  
PHONE: (602) 943-6200  
FAX: (602) 943-6201



1. RIP-RAP SPILLWAY/APRON. SIZE T.B.D. DURING FINAL DETAILED DESIGN.
2. CURB OPENING PER DETAIL 9 ON SHEET 8. WIDTH PER PLAN.
3. PROVIDE ACCESS DRIVE ALONG SEWER MAIN ALIGNMENT FOR MAINTENANCE PER PIMA COUNTY E.D.S. SECTION 7.1.1 WHERE THE ALTERNATIVE MATERIAL DRIVING SURFACE SHALL HAVE:
  - a. OPTIMAL SLOPES NOT GREATER THAN 9.0% AND CROSS SLOPES NOT GREATER THAN 2.0%.
  - b. PROVIDE 20-FT LANDING AREA IN FRONT OF EACH MANHOLE WITH A RELATIVELY FLAT SURFACE (2.0% MAX. IN ALL DIRECTIONS). MATERIAL OF SURFACE T.B.D AND MUST BE APPROVED BY PIMA COUNTY.
4. NOT USED.
5. RETAINING WALL. REQUIRES SEPARATE BUILDING PERMIT.

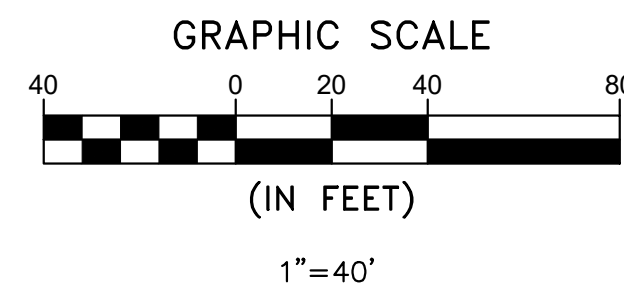
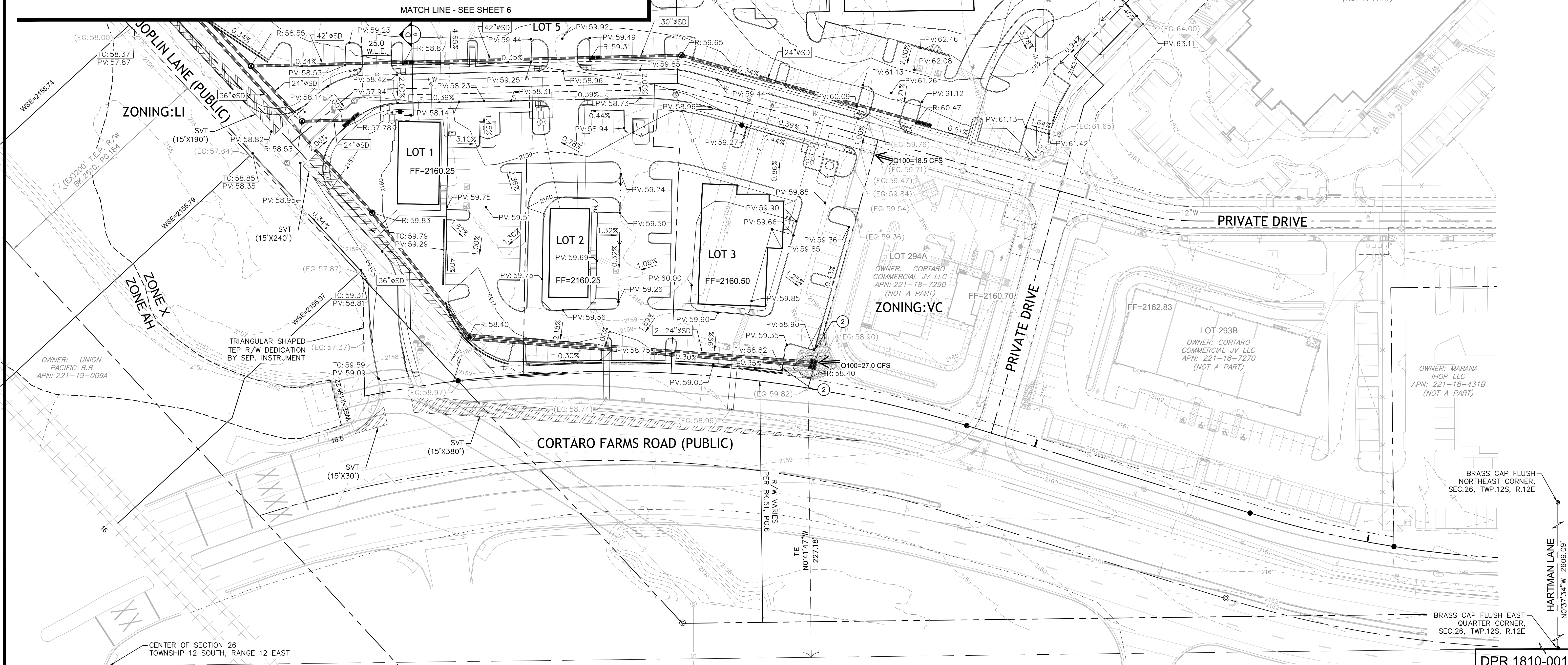
Contact Arizona 811 at least two full working days before you begin excavation.

**ARIZONA811**  
BUILT STRONG, TOGETHER.

Call 811 or click [Arizona811.com](http://Arizona811.com)

```
(EX) = EXISTING
W.L.E. = WATER LINE EASEMENT (MARANA WATER)
S.L.E. = SEWER LINE EASEMENT (RWRD)
R/W = RIGHT OF WAY
HC = HANDICAP
WSW = WATER SURFACE ELEVATION (100 YR FEMA)
FND = FOUND
BCF = BRASS CAP FLUSH
BSL = BUILDING SETBACK LINE
EG = EXISTING GRADE
TW = TOP OF WALL (HIGH GROUND ELEVATION)
BW = BOTTOM OF WALL (LOW GROUND ELEVATION)
FG = FINISHED GRADE
FF = FINISHED FLOOR
TC = TOP OF CURB GRADE
PV = PAVEMENT GRADE
HWL = HIGH WATER LEVEL
BTM = BOTTOM OF BASIN
R = RIM ELEVATION
```

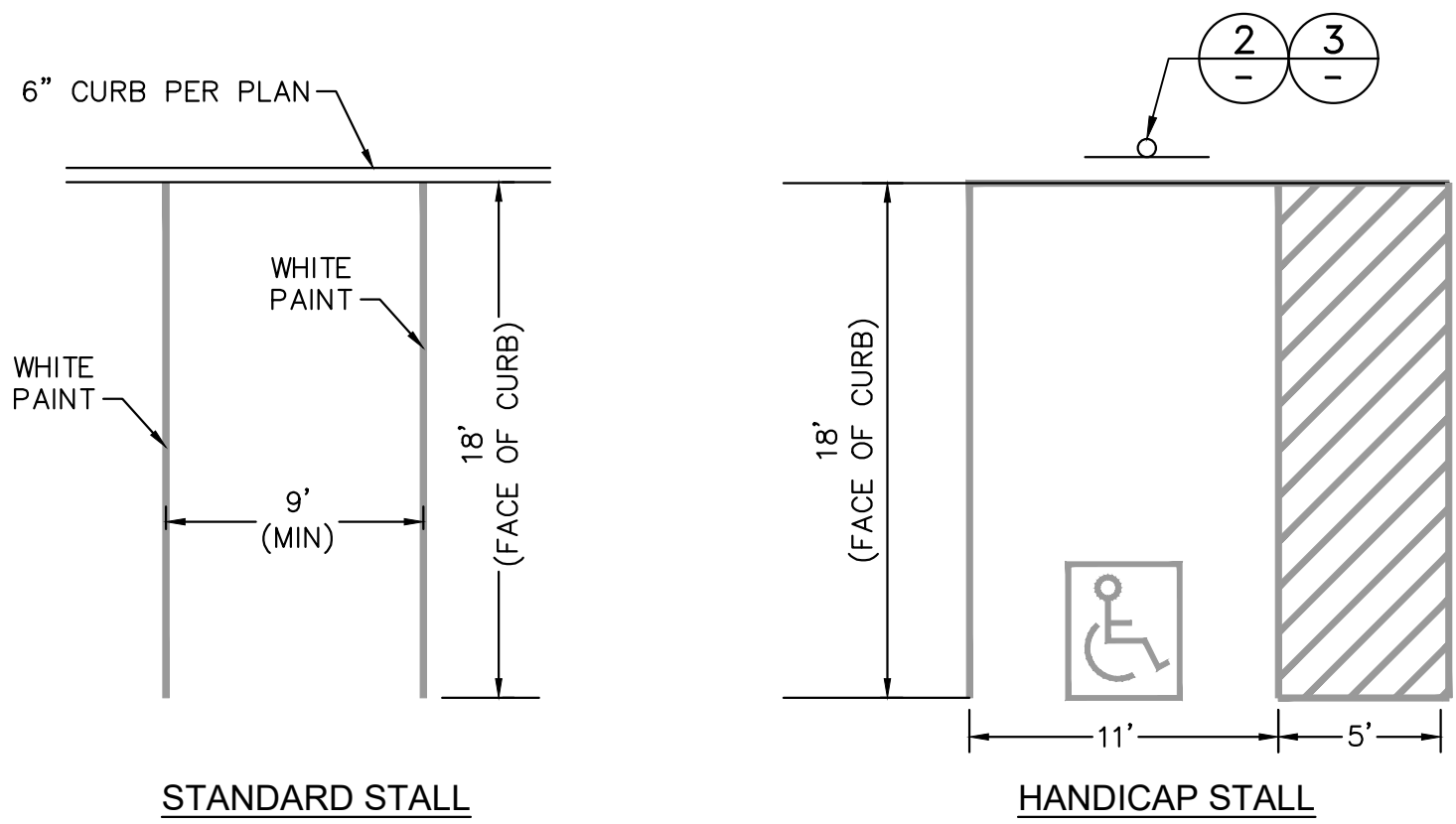
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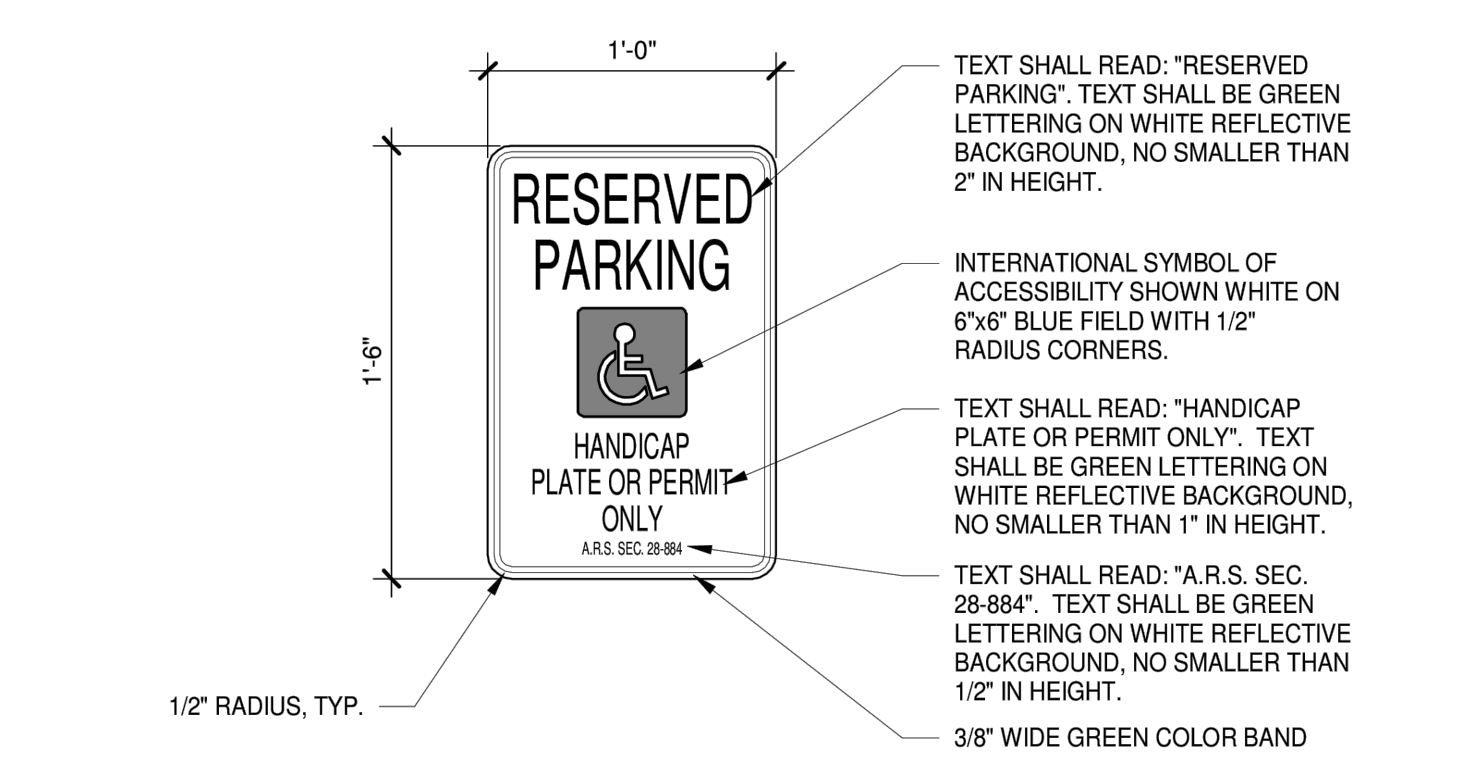
DPR 1810-001

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PRV1802-001



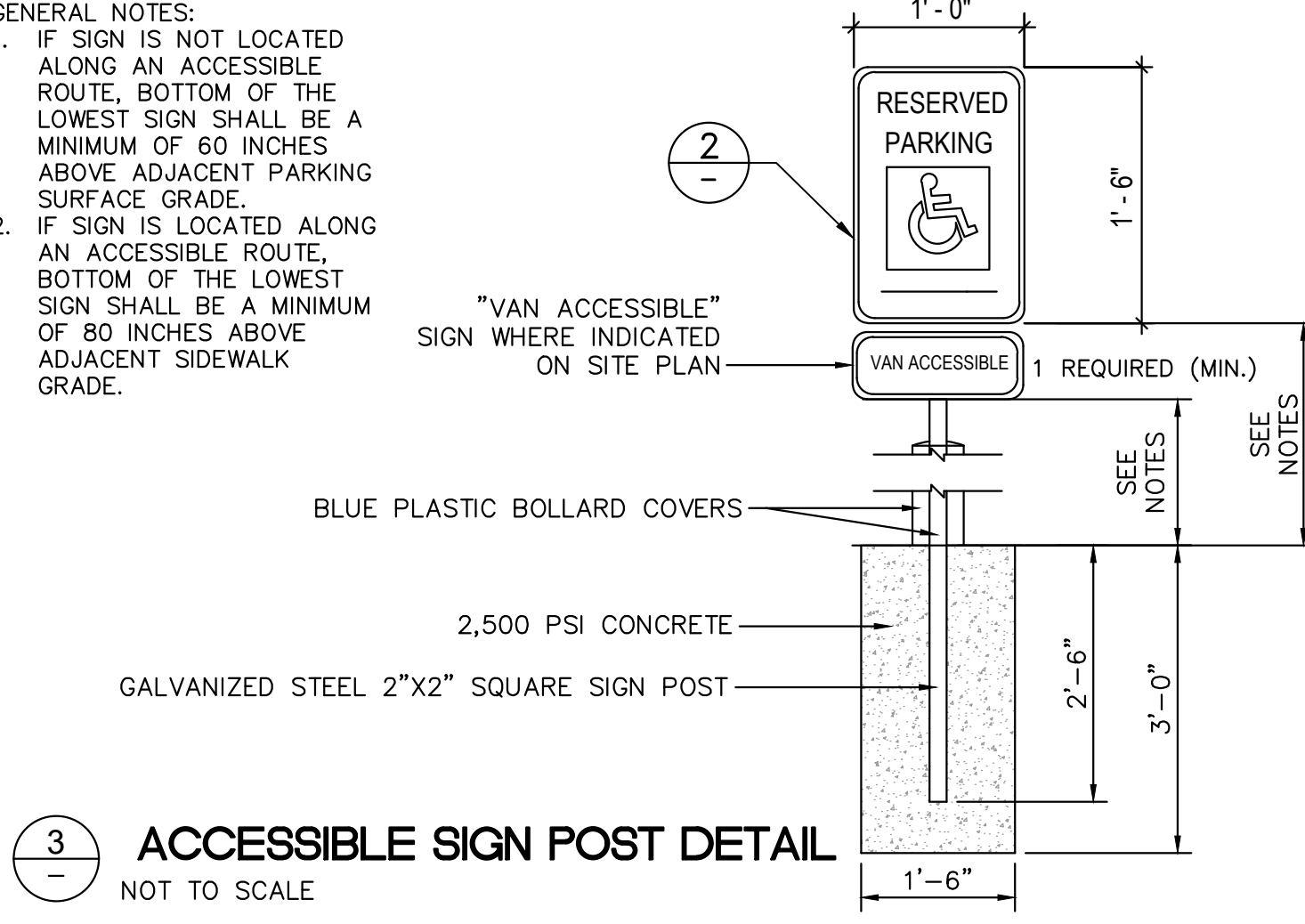
**1** PARKING DIMENSIONS DETAILS  
NOT TO SCALE

NOTE: STALL DIMENSIONS SHOWN ARE A GUIDELINE FOR MINIMUM REQUIREMENTS.

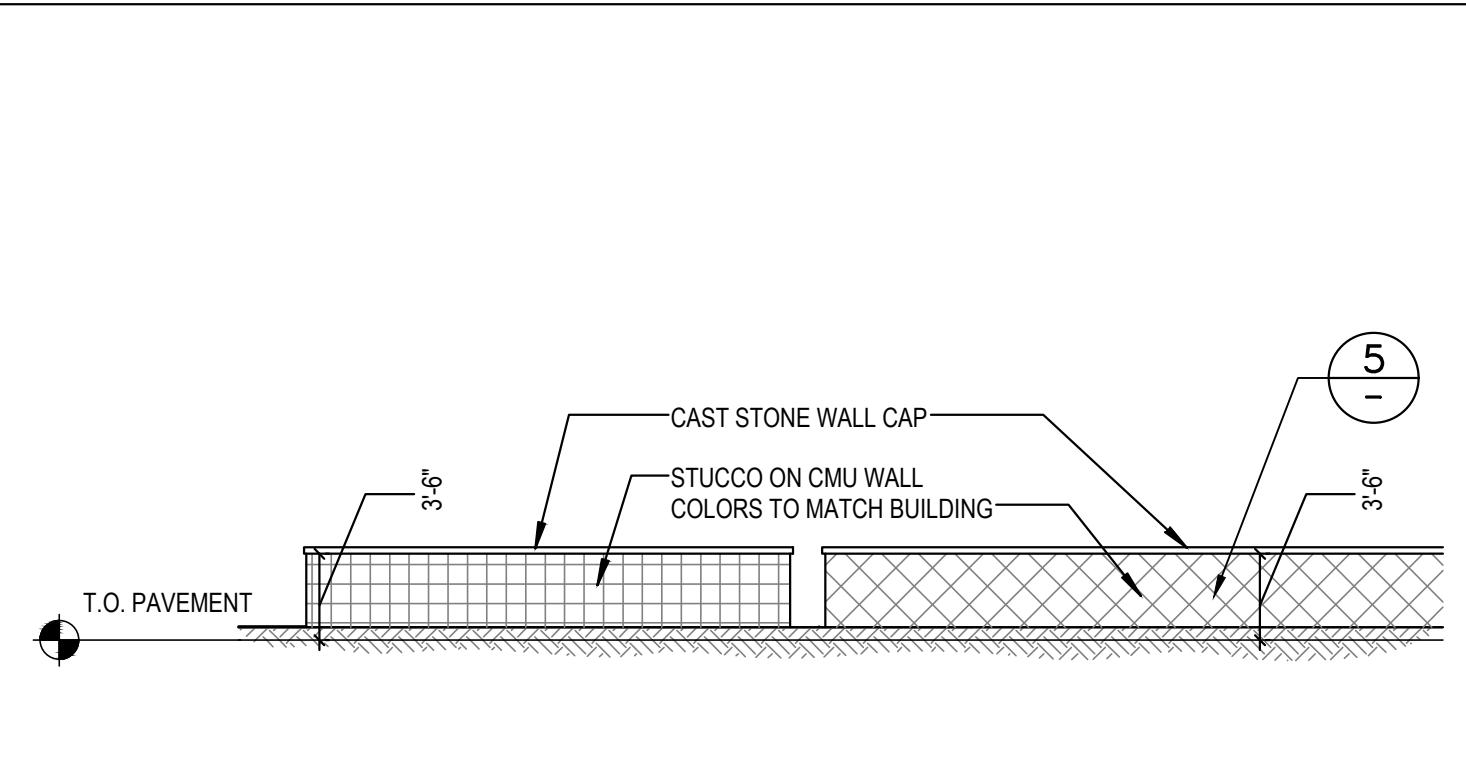


**2** ACCESSIBLE SIGNS  
NOT TO SCALE

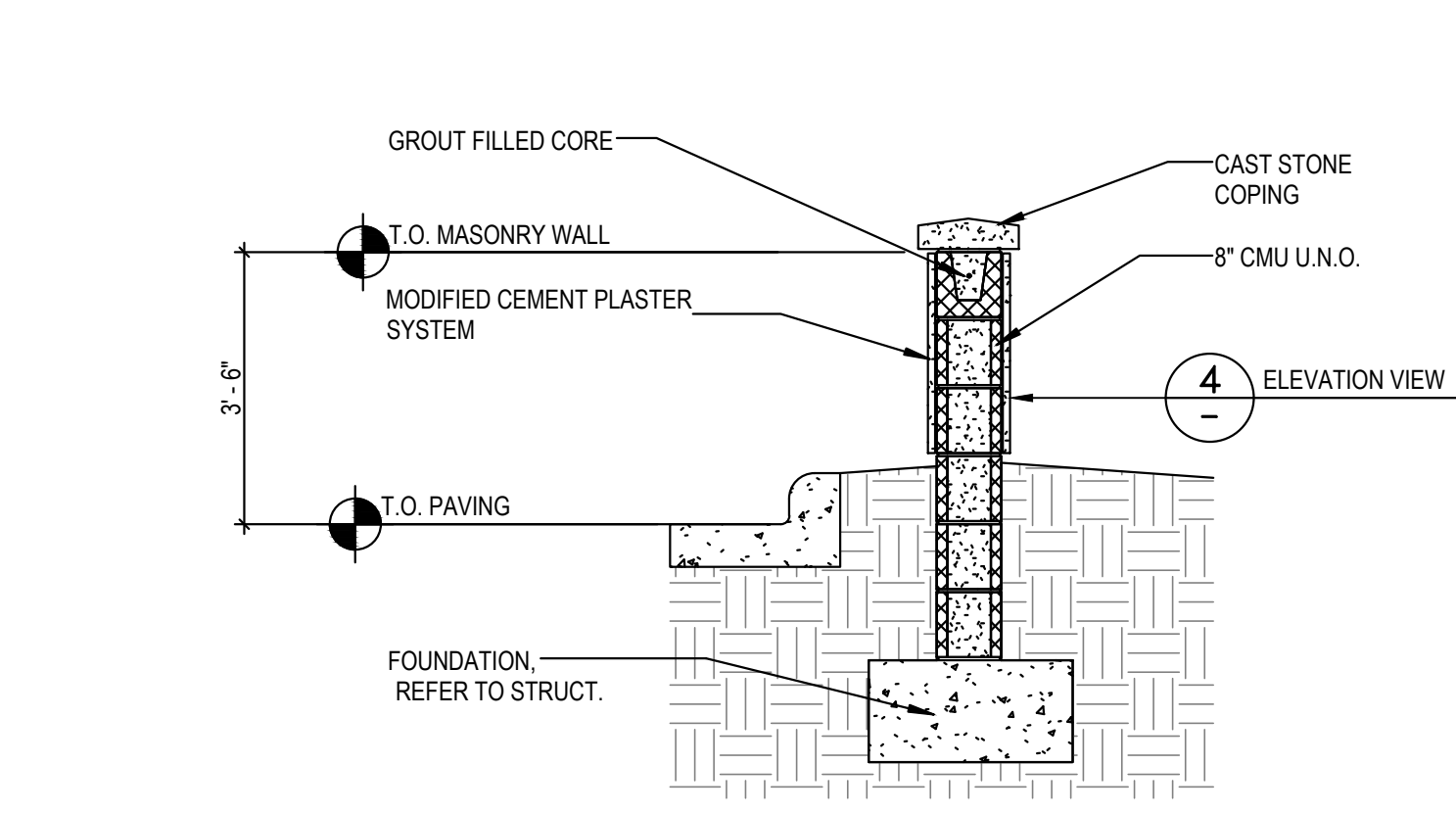
NOTE: SIGN INFORMATION SHALL BE PER CURRENT ADA REQUIREMENTS. CONFIGURATION SHOWN IS TYPICAL. USE LOCAL SIGN DETAILS IF DIFFERENT.



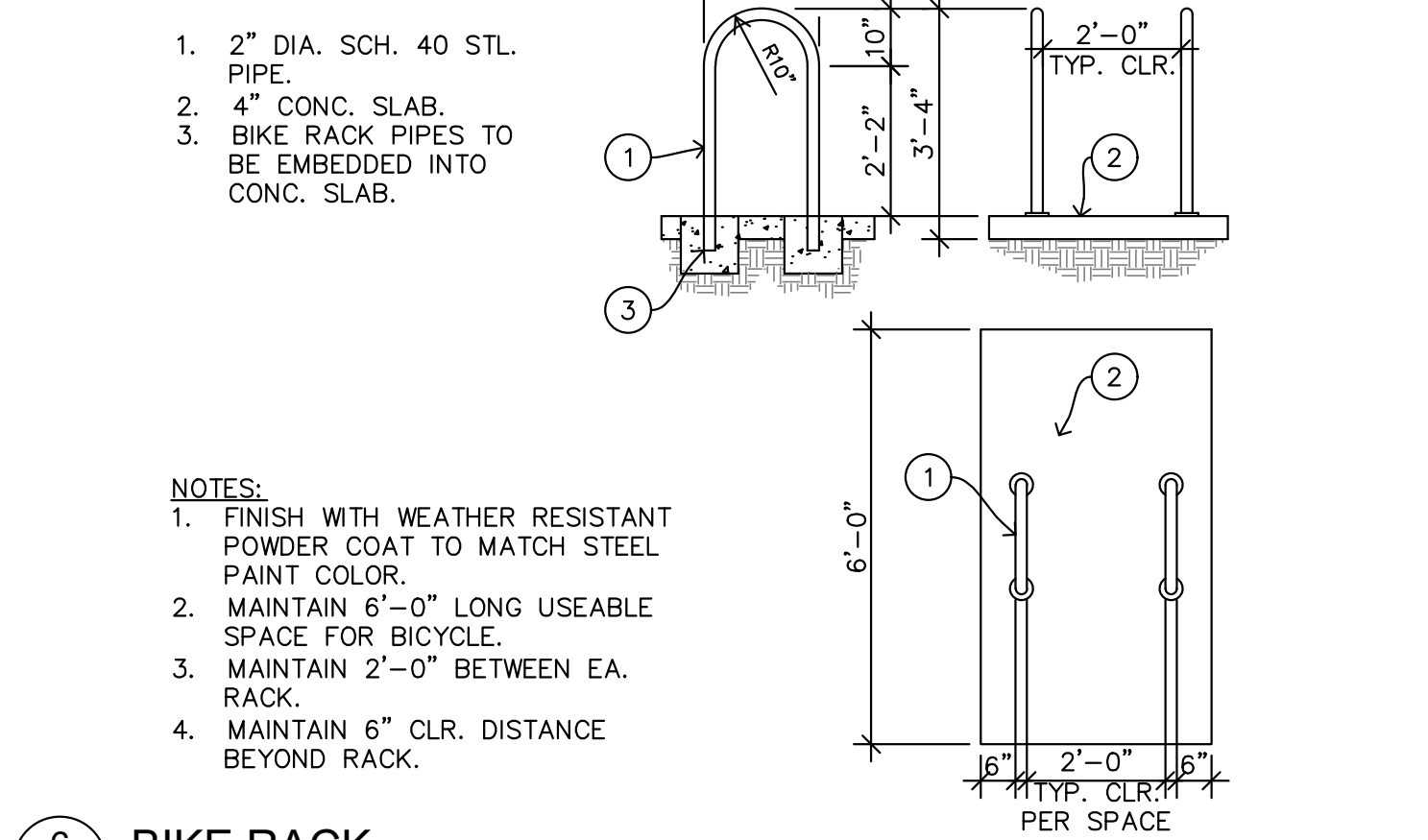
**3** ACCESSIBLE SIGN POST DETAIL  
NOT TO SCALE



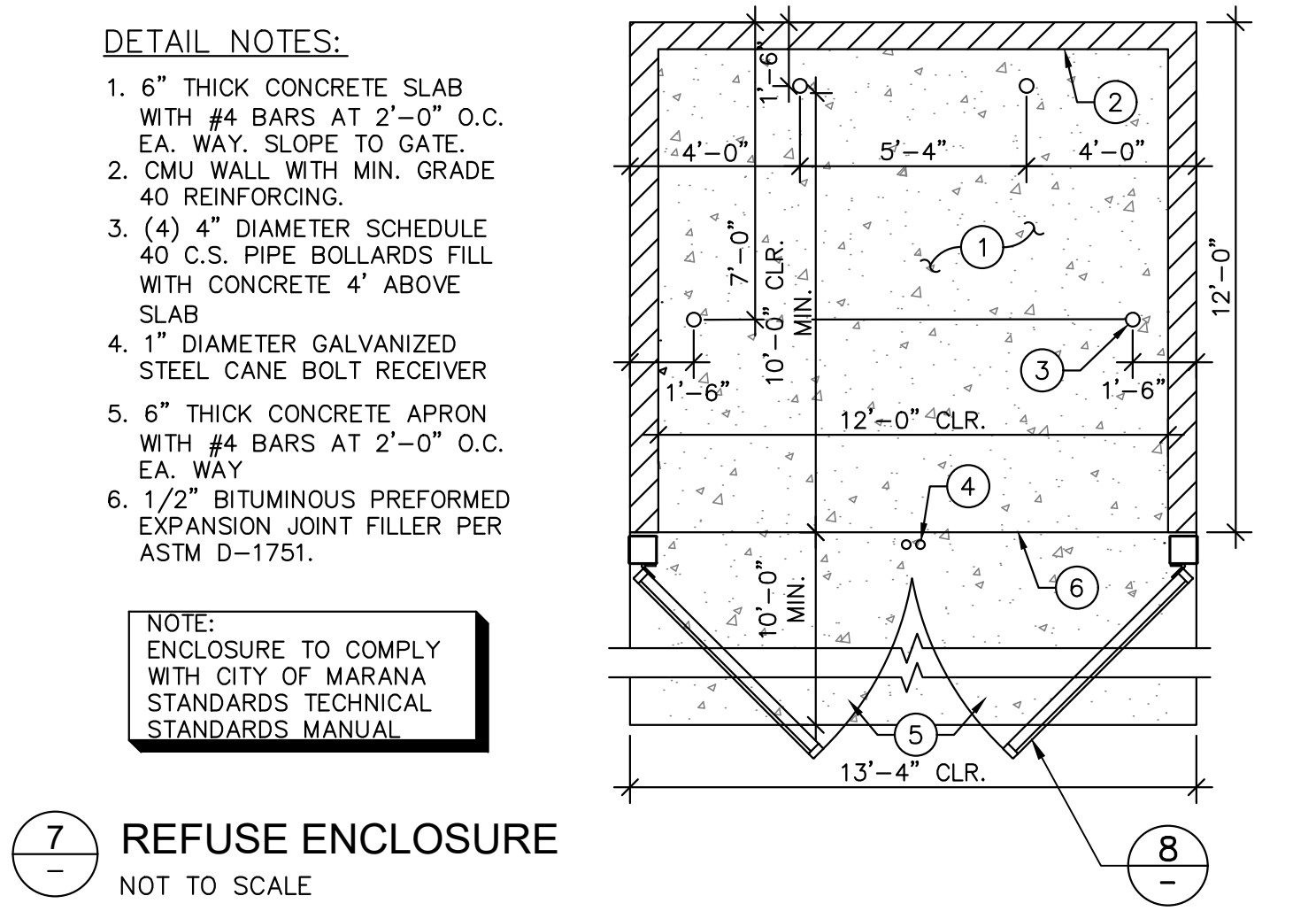
**4** TYPICAL PARKING SCREEN WALL ELEVATION  
NOT TO SCALE



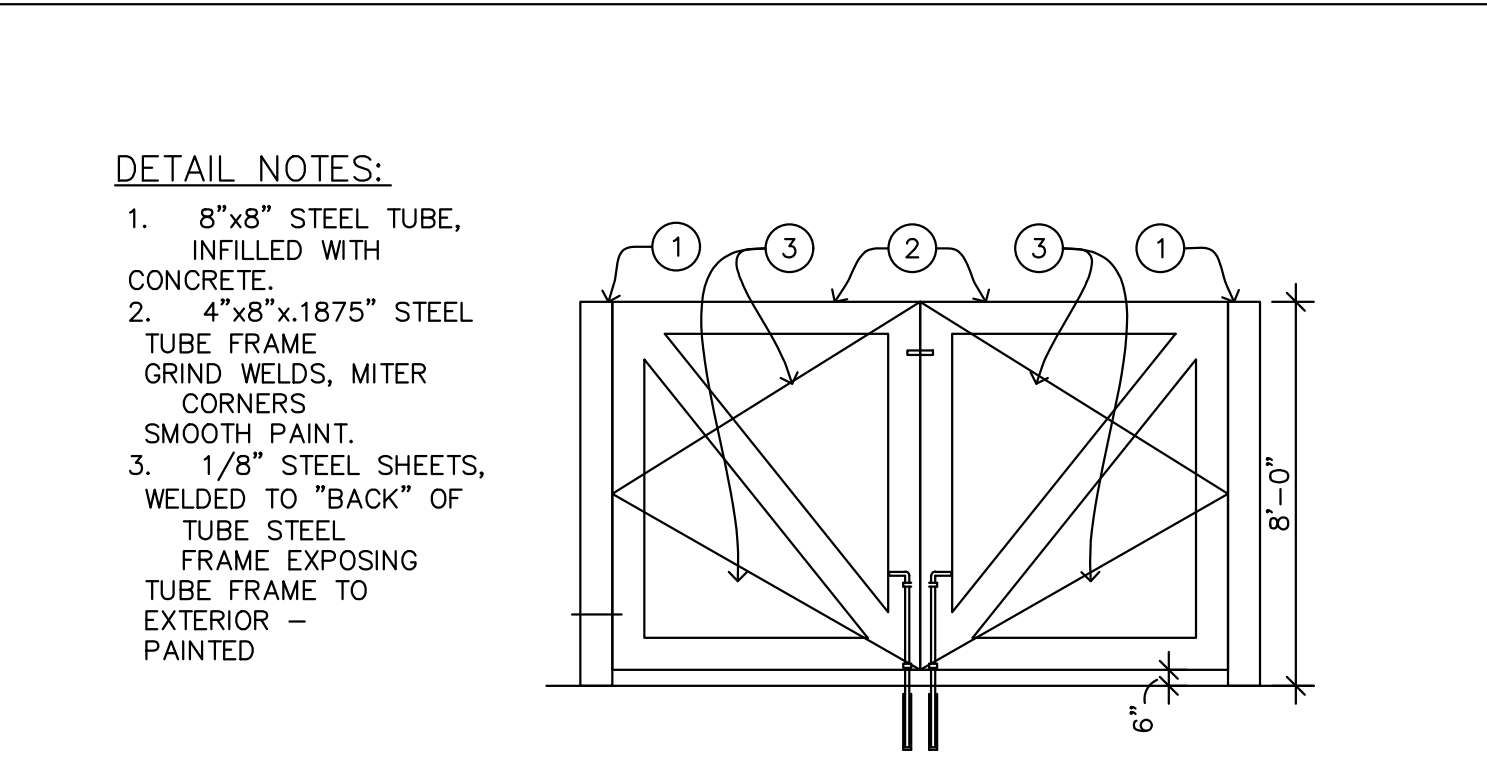
**5** PARKING SCREEN WALL DETAIL (TYP.)  
NOT TO SCALE



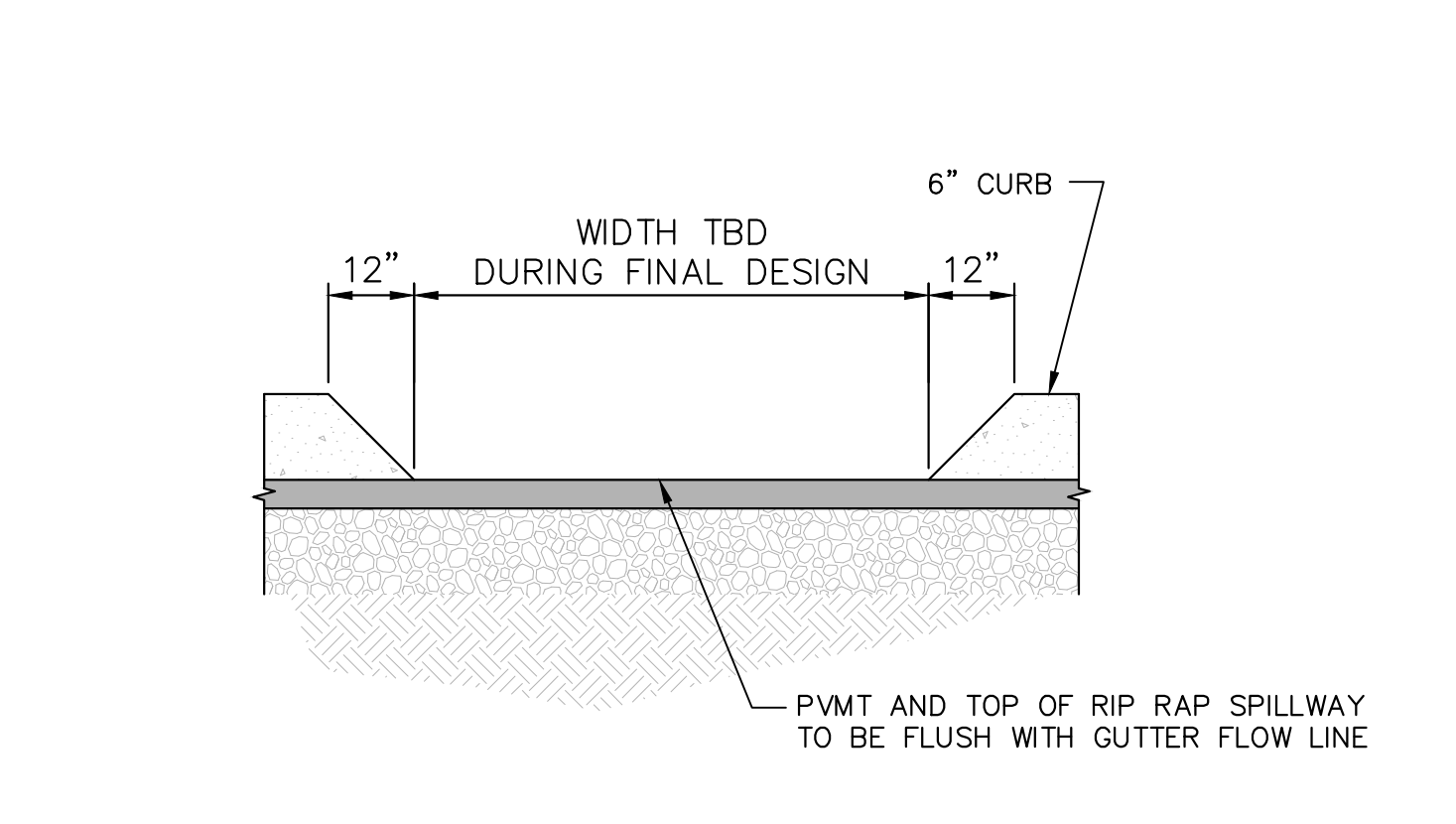
**6** BIKE RACK  
NOT TO SCALE



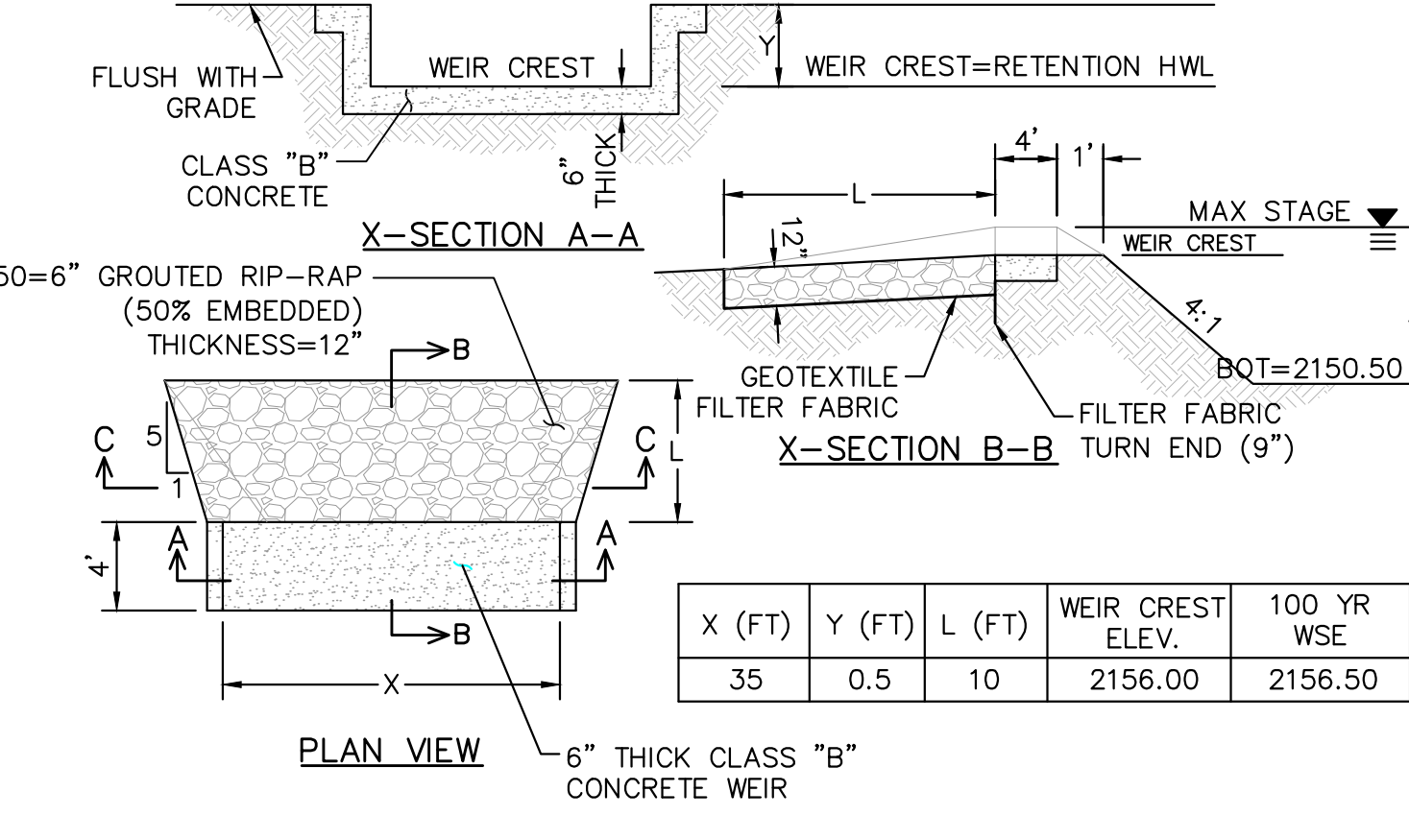
**7** REFUSE ENCLOSURE  
NOT TO SCALE



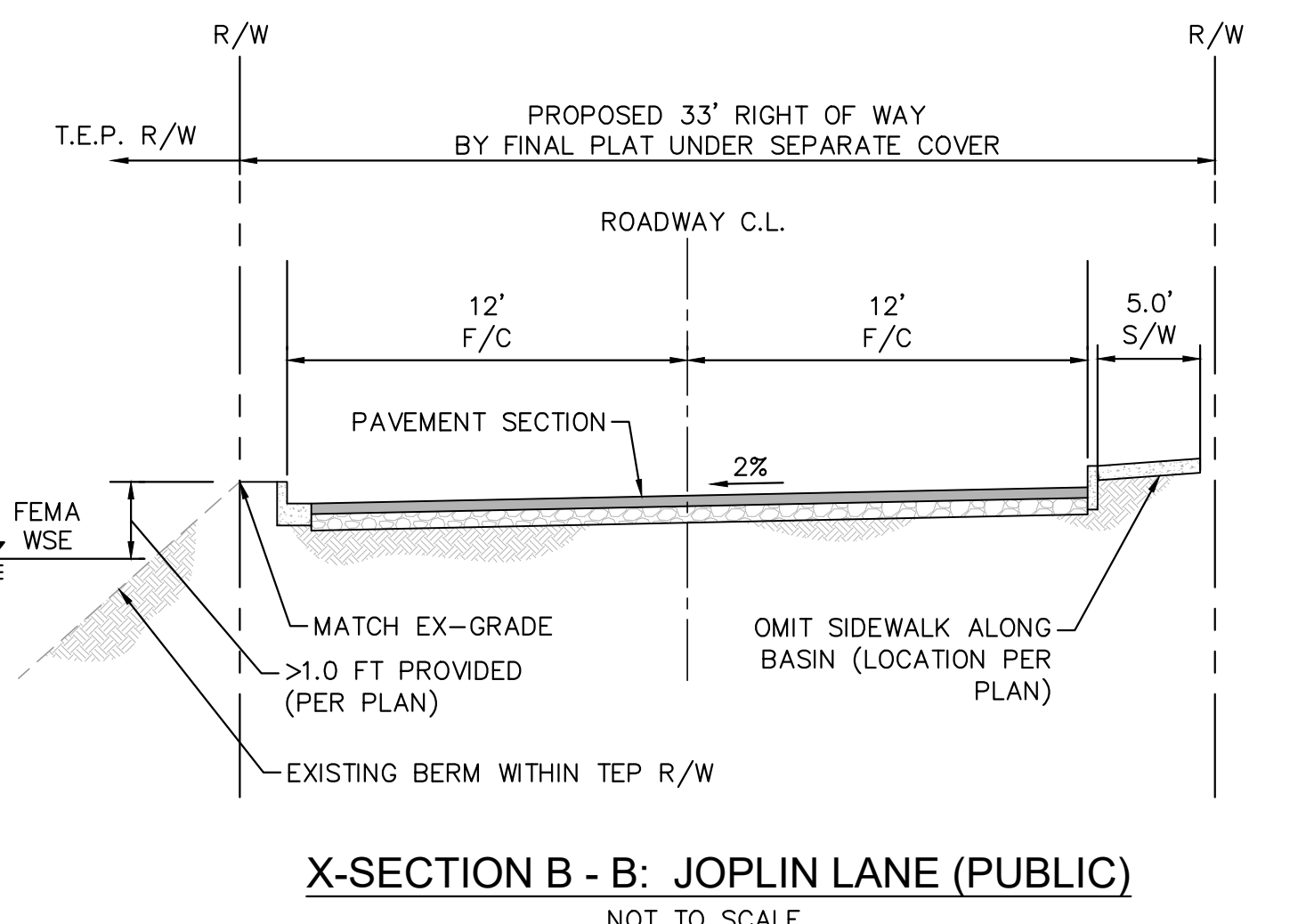
**8** REFUSE ENCLOSURE GATE  
NOT TO SCALE



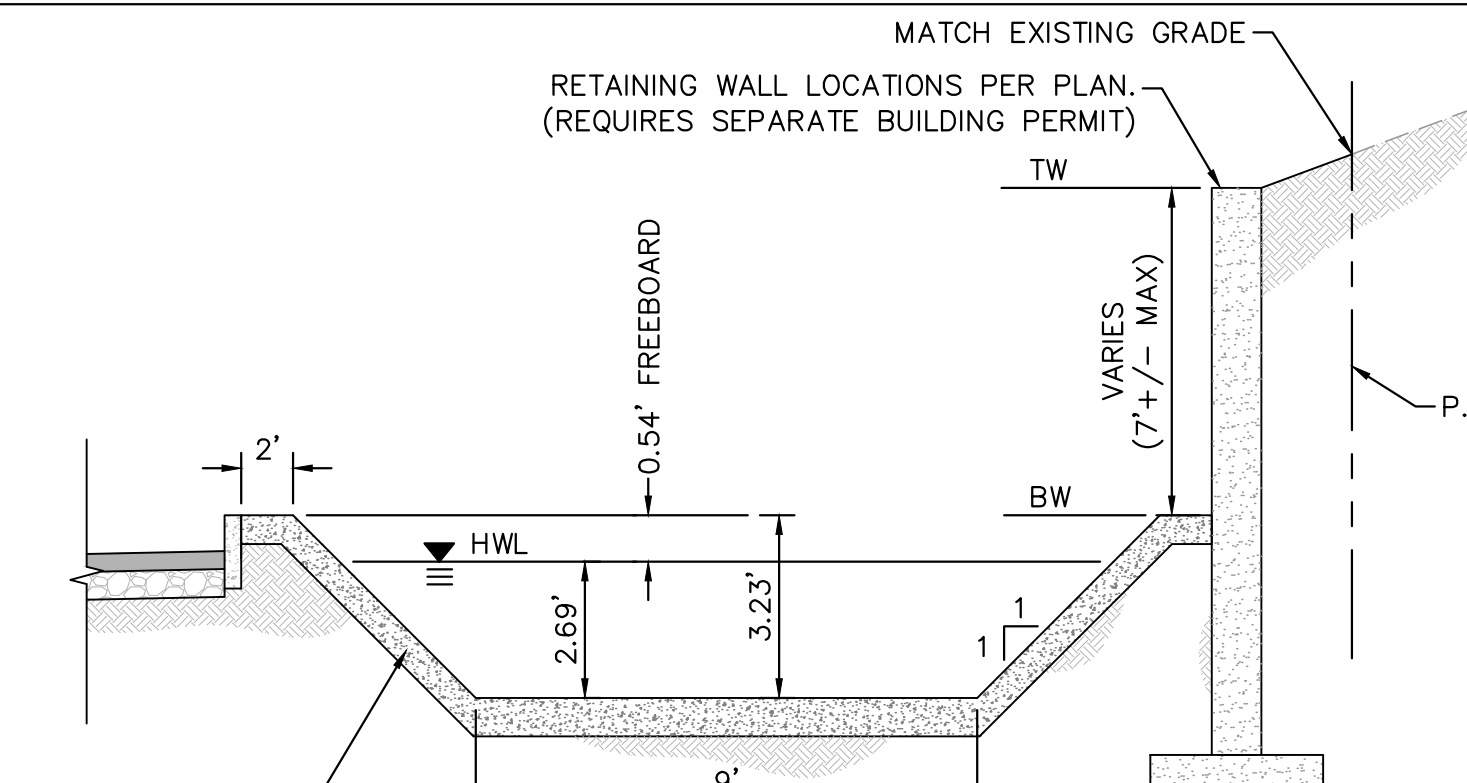
**9** CURB OPENING  
NOT TO SCALE



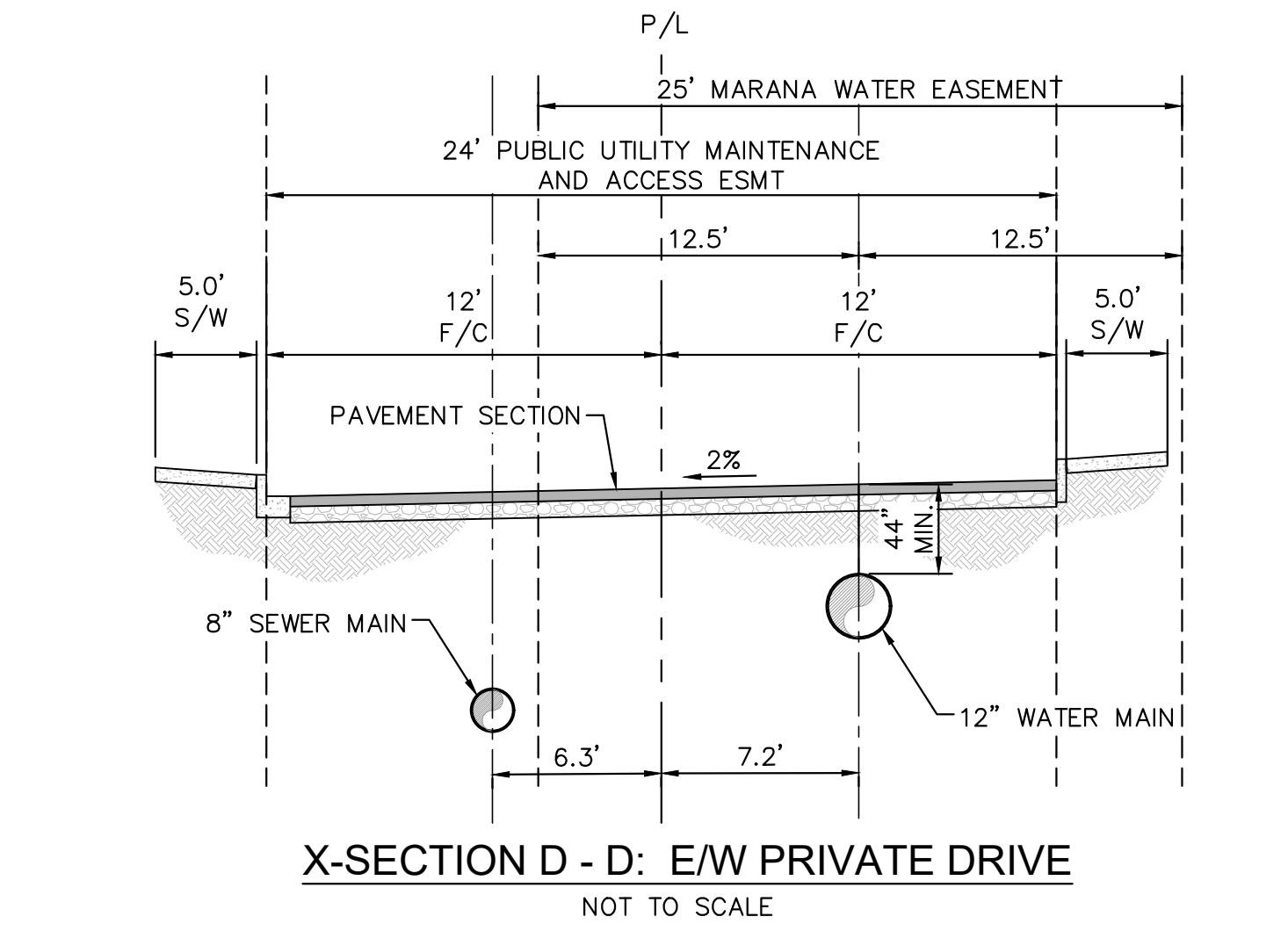
**X-SECTION A - A: DETENTION WEIR**  
NOT TO SCALE



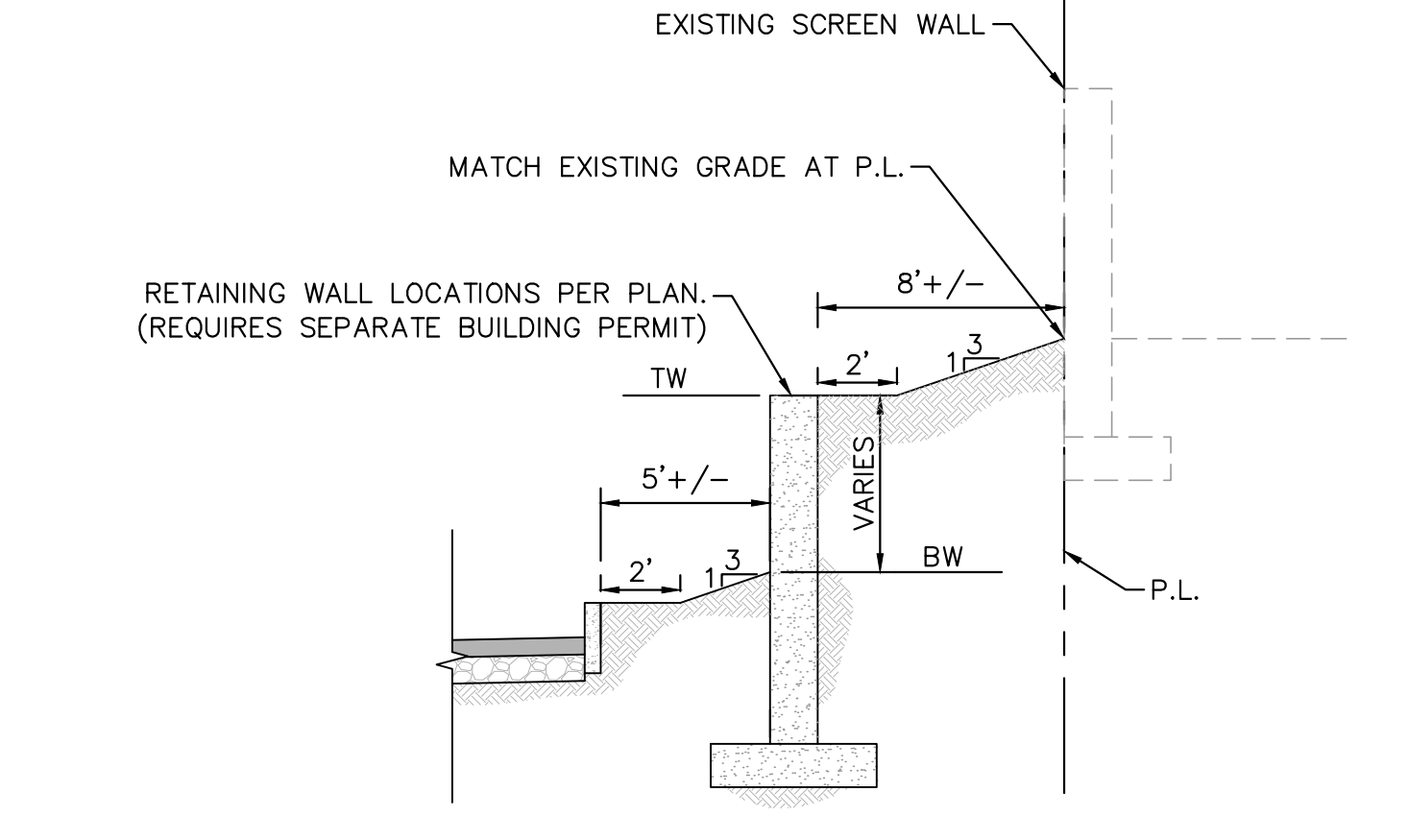
**X-SECTION B - B: JOPLIN LANE (PUBLIC)**  
NOT TO SCALE



**X-SECTION C - C: TRAPEZOIDAL CHANNEL**  
NOT TO SCALE



**X-SECTION D - D: E/W PRIVATE DRIVE**  
NOT TO SCALE



**X-SECTION E - E**  
NOT TO SCALE

**PROPERTY LINES - LINE AND CURVE TABLES**

| LINE TABLE |         |                | LINE TABLE |        |                | LINE TABLE |        |                |
|------------|---------|----------------|------------|--------|----------------|------------|--------|----------------|
| LINE       | LENGTH  | BEARING        | LINE       | LENGTH | BEARING        | LINE       | LENGTH | BEARING        |
| L1         | 334.88  | S74°14'49.36"E | L16        | 125.22 | N72°50'38.32"E | L31        | 464.31 | S89°19'21.58"W |
| L2         | 270.97  | N88°51'46.68"E | L17        | 38.79  | N45°41'46.68"W | L32        | 179.51 | N15°45'10.64"E |
| L3         | 71.99   | N0°41'46.68"W  | L18        | 190.17 | S0°55'50.16"W  | L33        | 111.23 | N44°24'37.69"E |
| L4         | 24.56   | N45°41'46.68"W | L19        | 5.27   | S88°51'46.58"W | L34        | 35.00  | N45°35'22.31"W |
| L5         | 234.67  | N42°44'36.68"W | L20        | 53.00  | S108°13.42"E   | L35        | 23.88  | N44°24'37.69"E |
| L6         | 503.83  | N42°44'36.68"W | L21        | 440.78 | N42°44'36.68"W | L36        | 75.05  | N15°45'10.64"E |
| L7         | 346.77  | S47°15'23.32"W | L22        | 147.16 | N42°44'36.68"W | L37        | 159.10 | N74°14'49.36"W |
| L8         | 99.70   | S0°41'46.68"E  | L23        | 49.27  | S0°41'46.68"E  | L38        | 189.72 | S2°06'24.25"W  |
| L9         | 59.12   | N42°44'36.68"W | L24        | 348.77 | N47°18'35.70"E | L39        | 53.07  | S1°03'43.95"W  |
| L10        | 1392.73 | S42°44'36.68"E | L25        | 269.63 | S0°42'19.41"E  | L40        | 19.45  | S88°51'46.58"W |
| L11        | 44.39   | S89°13'43.32"W | L26        | 346.07 | N45°41'47.00"W | L41        | 175.77 | N74°14'49.36"W |
| L12        | 628.94  | S89°13'43.32"W | L27        | 117.43 | S89°19'21.58"W | L42        | 217.59 | S15°45'10.64"W |
| L13        | 25.06   | S0°41'46.68"E  | L28        | 70.72  | S50°37'13.21"W | L43        | 87.00  | S0°41'46.68"E  |
| L14        | 25.00   | N89°18'13.32"E | L29        | 148.19 | S88°51'46.58"W | L44        | 45.78  | S47°15'23.32"W |
| L15        | 111.59  | S79°37'27.32"W | L30        | 103.34 | S88°51'46.58"W | L45        | 196.27 | S42°44'36.68"E |

**CURVE TABLE**

| CURVE | RADIUS   | LENGTH  | CHORD BEARING | CHORD   | DELTA     | TANGENT |
|-------|----------|---------|---------------|---------|-----------|---------|
| C1    | 1025.00' | 80.02'  | S80°40'31"W   | 80.00'  | 4°28'23"  | 40.03'  |
| C2    | 1025.00' | 55.17'  | S84°27'14"W   | 55.17'  | 3°05'03"  | 27.59'  |
| C3    | 1025.00' | 124.84' | S89°29'06"W   | 124.76' | 6°58'41"  | 62.49'  |
| C4    | 1025.00' | 116.16' | N83°46'45"W   | 116.10' | 6°29'36"  | 58.14'  |
| C5    | 159.00'  | 22.16'  | S86°01'36"E   | 22.14'  | 7°59'03"  | 11.10'  |
| C7    | 222.50'  | 66.66'  | S37°06'48"E   | 66.41'  | 17°09'57" | 33.58'  |
| C8    | 222.50'  | 85.94'  | S17°27'57"E   | 85.40'  | 22°07'47" | 43.51'  |
| C9    | 222.50'  | 22.15'  | S3°32'55"E    | 22.14'  | 5°42'17"  | 11.09'  |

**NOTE:**  
THIS DOCUMENT IS A "DEVELOPMENT PLAN" AND IS NOT FOR CONSTRUCTION. THE GRADING DESIGN, UTILITY LOCATIONS AND DETAILS SHOWN HEREIN ARE CONCEPTUAL. DETAILED CONSTRUCTION DOCUMENTS, INCLUDING ALL APPLICABLE DETAILS AND SPECIFICATIONS IN ACCORDANCE WITH MARANA REQUIREMENTS, WILL BE SUBMITTED UNDER SEPARATE COVER FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.

DPR 1810-001  
PC29505-002  
PRV1802-001

2942 N. 24TH STREET  
 SUITE #114 PHOENIX, AZ 85016  
 PHONE: (602) 943-6200  
 FAX: (602) 943-6201

**THOMPSON THRIFT**  
 RETAIL GROUP

SCALE (H):  
 SCALE (V):  
 DESIGNED BY:  
 DRAWN BY:  
 CHECKED BY:  
 DATE: 10-22-18

DEVELOPMENT PLAN - DETAILS & X-SECTIONS  
**CORTARO RANCH PHASE II**  
 NEC OF CORTARO FARMS RD. AND JOPLIN LN.  
 MARANA, ARIZONA

PROJECT NO.  
 154004  
 8 OF 8

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

Project Name: Cortaro Ranch Phase II

Description of Project: proposed 6 lot commercial subdivision

Number of Lots: 6

Parcel No.(s): 221-118-431A and 221-184-320

Gross Area (Acres): 16.5

Project Address: NWC of Cerius Stra and Cortaro Farms Road

Ref. Project No.: 154004

**CONTACT INFORMATION****Owner:** Cortaro Commercial JV LLC

Contact Name: Andrew Call

Address: 901 Wabash Avenue, Ste. 300

City: Terre Haute

State: IN

Zip: 47807

Email: [acall@thompsonthrift.com](mailto:acall@thompsonthrift.com)

Phone No.: (602) 313-8633

**Applicant:** Beck Consulting Engineers, Inc.

Contact Name: Justin Evinger

Address: 2942 N. 24th Street, Ste. 114

City: Phoenix

State: AZ

Zip: 85016

Email: [justin.evinger@beckcon.com](mailto:justin.evinger@beckcon.com)

Phone No.: (602) 810-2975

**Consultant/Engineer:** same as applicant

Contact Name:

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.)

Justin Evinger

10/23/2018

Applicant Name (PRINT)

Signature

Date

**FOR OFFICIAL USE ONLY**

Project No.

DPR1810-061

Date Received

10/23/18

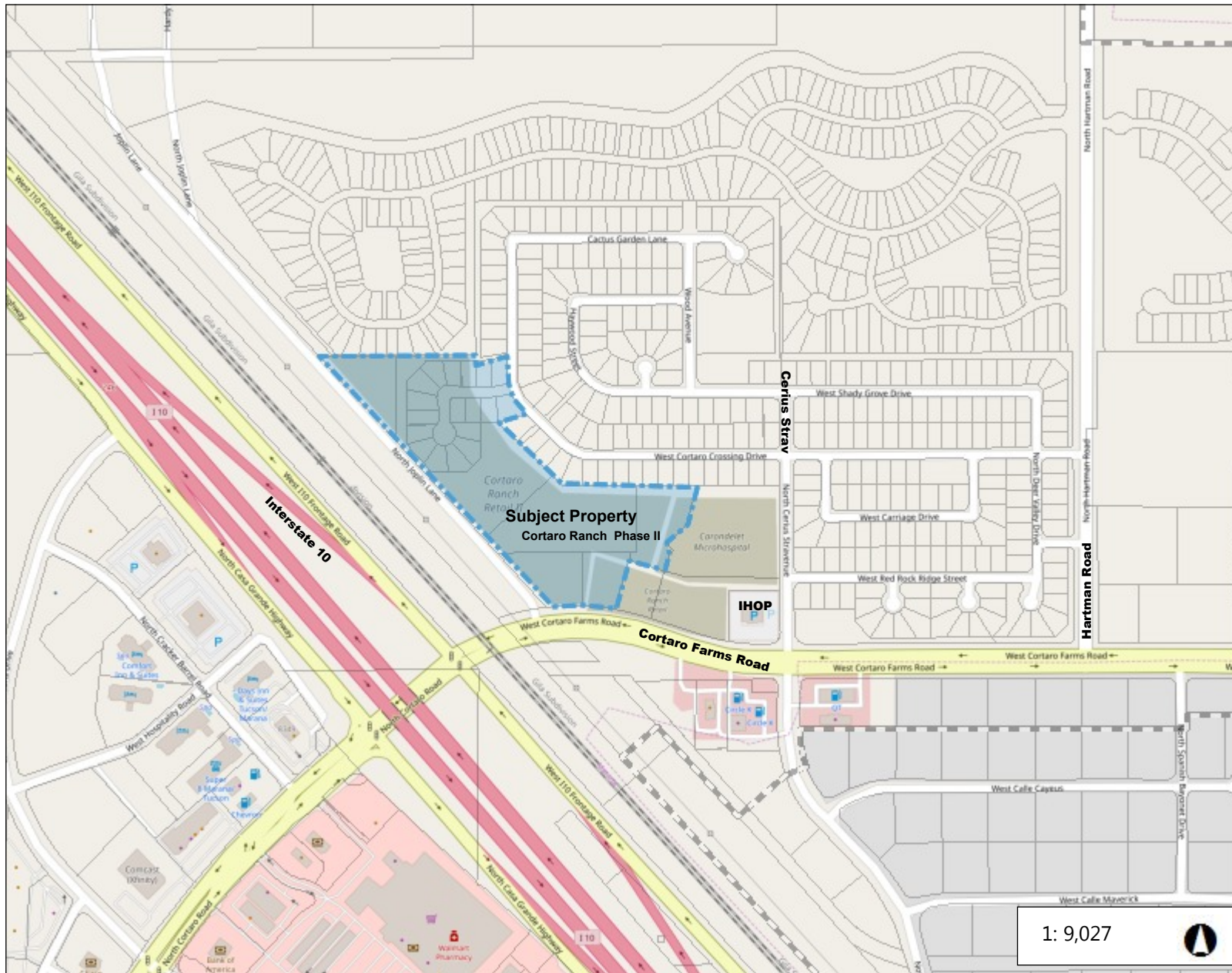
- |                                                         |                                            |                                                      |                                                  |
|---------------------------------------------------------|--------------------------------------------|------------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Annexation                     | <input type="checkbox"/> Rezone            | <input type="checkbox"/> Specific Plan               | <input type="checkbox"/> General Plan Amendment  |
| <input type="checkbox"/> Preliminary Plat               | <input type="checkbox"/> Final Plat        | <input type="checkbox"/> Significant Land Use Change | <input type="checkbox"/> Minor Land Division     |
| <input type="checkbox"/> Variance                       | <input type="checkbox"/> Development Plan  | <input type="checkbox"/> Development Plan Package    | <input type="checkbox"/> Dedications / Easements |
| <input type="checkbox"/> Lic. Agreement                 | <input type="checkbox"/> Landscape Plan    | <input type="checkbox"/> Conditional Use Permit      | <input type="checkbox"/> Report (Type): _____    |
| <input type="checkbox"/> SWPP                           | <input type="checkbox"/> Native Plant Plan | <input type="checkbox"/> Native Plant Exception      | <input type="checkbox"/> Other: _____            |
| <input type="checkbox"/> Improvement Plan (Type): _____ |                                            |                                                      |                                                  |

Revision Date 1/26/2017



Legend

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



Notes

0.3 0 0.14 0.3 Miles

MARANA PLANNING COMMISSION  
REGULAR COMMISSION MEETING  
11555 W. Civic Center Drive, Marana, Arizona 85653  
Council Chambers, February 27, 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

**MINUTES**

**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. All Commission Members were present. A quorum was present.

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

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

**ANNOUNCEMENTS.**

**GENERAL ORDER OF BUSINESS.** Approve Regular Planning Commission Meeting Minutes from January 30, 2019. *Motion to approve by Commissioner Tyson, seconded by Commissioner Fehrmann. Passed unanimously.*

**PUBLIC HEARINGS.**

**1. PCZ1812-001: Cortaro Ranch II Rezoning;** A request for a recommendation to the Marana Town Council for approval to rezone approximately 5.47 acres of land from R-8 (single-family residential) [4.08 acres] and LI (Light Industrial) [1.39 acres] to VC (Village Commercial). The property is generally located north of Cortaro Farms Road, west of Cerius Stravenue within a portion of Section 26, Township 12S, Range 12E. (Brian D. Varney)

**Brian Varney, Senior Planner** stated this was a request for a recommendation to the Town Council for approval of a rezoning for Cortaro Ranch Phase II. The rezone request totals 5.47 acres - 4.08 acres R-8 (Residential) and 1.39 acres LI (Light Industrial.) The requested zoning is VC (Village Commercial.)

In 1995 portions of Cortaro Ranch were rezoned to R-8 and VC. Tonight's request is to extend the VC zoning up to the northern property boundary. The portion that is currently zoned LI would serve as a retention/detention basin.

**Chairman Schnee** opened the public portion of the hearing. Seeing there were no speaker cards, **Chairman Schnee** closed the public portion of the hearing.

**Chairman Schnee** stated the intent of this request is to integrate the area as Village Commercial. **Mr. Varney** correct. **Chairman Schnee** asked what is the maximum height of the permitted buildings for that area. **Mr. Varney** stated that VC Zoning allows for a maximum building height of 50'. **Chairman Schnee** wanted to verify if the land was purchased from the HOA. **Mr. Varney** stated the applicant and HOA are currently working on a purchase/exchange for the property. He also noted that the applicant gave a presentation of the project at the HOA meeting in January. There were no concerns from those who attending the meeting. **Mr. Cassidy** made note that the HOA has common area in the rezoning area but he didn't see anywhere on the application that they were an applicant. **Mr. Varney** stated that he will check to make sure the applicant has received a letter from the HOA consenting to the rezoning. **Justin Evinger – engineer for Beck Consulting** – stated it was his understanding that the applicant is initiating a land swap package with the HOA. He was not sure if it has been processed at this time or still in the works. **Mr. Cassidy** stated that between the Commission's recommendation and prior to Town Council approval, that staff has an opportunity to verify they have the documentation attesting that all of the property owners of the properties being rezoned consent to the rezoning. **Commissioner Fehrmann** wanted to make sure the residents to the north will still have privacy with regard to the parking directly behind them. **Mr. Varney** noted the height of the residential sits up a bit higher than the commercial portion.

***Motion to approve by Chairman Schnee, seconded by Commissioner Fehrmann. Passed unanimously. 7-0***

#### **COMMISSION ACTION.**

**1. PRV1811-001: Final Plat for Cortaro Ranch Phase II Lots 1 through 6 and Common Areas "A" and "B";** A request for recommendation to the Marana Town Council for approval of a final plat for a 6-lot commercial subdivision generally located north of Cortaro Farms Road and west of Cerius Stravenue within a portion of Section 26, Township 12 South and Range 12 East. (Brian D. Varney)

Addressing the Commission, **Mr. Varney** stated this was a request for a recommendation to the Town Council for approval of a final plat. The plat area is comprised of 16.51 acres. With approval, the zoning will be VC through the balance of the project area. 6 commercial lots are proposed, ranging in size from 29,267 S.F. to 197,657 S.F. Common Area "A" is the retention/detention area. Common Area "B" will be the portion of land given to the HOA for open space/park site. The project will be directly accessed from Cortaro Farms Road, Cerius Stravenue, and Joplin Lane. The plat will dedicate 33' of right-of-way for Joplin Lane. The developer will construct Joplin Lane adjacent to its frontage.

There were no questions from the Commission.

***Motion to approve by Chairman Schnee, seconded by Commissioner Miller. Passed unanimously. 7-0***

**2. DPR1810-001: Development Plan for Cortaro Ranch Phase II;** A request for a recommendation to the Marana Town Council for approval of the Development Plan for Cortaro Ranch Phase II generally located north of Cortaro Farms Road and west of Cerius Stravenue within a portion of Section 26, Township 12 South and Range 12 East. (Brian D. Varney)

**Mr. Varney** stated this project is known as Cortaro Ranch Phase II and comprised of 16.51 acres. Lot 4/tenant 5 will possibly have a two-story structure planned. The remaining lots will be single story. A few quick-serve restaurants will occupy lots 1, 2, and possible 3.

**Chairman Schnee** thought the plan looked good. He had no questions. **Commissioner Schachter** with regard to the projected roadwork within the next 4-5 years, is the developer or tenants concerned with the possible impact to the area? **Mr. Varney** stated that a TIA Traffic Impact Analysis has been submitted to the town and staff feels everyone is at a good place currently. **Fausto Burrue** noted that staff has had initial discussions with the applicant to let them know that at some point in the future a new interchange would be constructed at Cortaro Road. The applicant is aware there will be an impact at whatever point the construction does occur.

The Commission had no comments or concerns.

***Motion to approve by Chairman Schnee, seconded by Commissioner Fehrmann. Passed unanimously. 7-0***

**INFORMATIONAL ITEMS/POSSIBLE ACTION ITEMS.**

**FUTURE AGENDA ITEMS.**

***ADJOURNMENT. Motion to adjourn at 6:55 p.m. by Vice Chair Duncan, 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 February 27, 2019. I further certify that a quorum was present.

---

Terri Byler, Commission Secretary



## Council-Regular Meeting

A4

**Meeting Date:** 03/19/2019

**To:** Mayor and Council

**Submitted For:** Steve Miller, Airport Manager

**From:** Jane Fairall, Deputy Town Attorney

**Date:** March 19, 2019

**Strategic Plan Focus Area:**  
Not Applicable

**Subject:** Resolution No. 2019-025: Relating to Marana Regional Airport; authorizing the Airport Director to submit an application for entry into the Federal Contract Tower Program at Marana Regional Airport (Steve Miller)

---

### Discussion:

The Marana Regional Airport (AVQ) is interested in the development and operation of a new air traffic control tower (ATCT) facility at the Airport to enhance the safety and efficiency for users of the Airport. The Town commissioned Quadrex Aviation to investigate operational and financial feasibility of gaining acceptance into the Federal Aviation Administration's (FAA) Federal Contract Tower (FCT) program. A copy of the study is attached for Council's information.

The Air Traffic Control Tower Feasibility Study includes determining the likelihood that AVQ would be a viable candidate under the FAA's criteria for entry into the FCT program. The FAA's eligibility determination is based primarily on the calculation of the value of lives and property saved from midair collisions and other accidents that could be prevented by providing controlled airspace around the Airport where it did not exist before. This benefit value is compared to the estimated annual operating costs of the control tower to yield a benefit-to-cost ratio. The FAA requires that the Benefit/Cost (B/C) ratio be least 1.0 in order to be considered as a "candidate" for acceptance into the FCT program. Successful entry into the program results in the FAA assuming the annual operating costs for providing the ATC controllers assuming that a control tower meeting their development standards is in place.

Candidate status for a proposed ATCT location allows the airport sponsor to proceed

with the planning, design, and construction of a control tower that meets the FAA's siting and design criteria and permits the use of funds from the Airport Improvement Program (AIP). ATCT planning tasks include a detailed site selection study, safety risk management analysis, and an environmental assessment to comply with NEPA guidelines. Upon the acceptable completion of the control tower construction, the FAA contracts with its regional ATC service provider to station controllers at the new location.

The Quadrex Aviation study found that the Airport had a Benefit/Cost ratio of 3.68, exceeding the required 1.0 benefit-to-cost ratio by a considerable amount. Based on this analysis, it appears that Marana Regional Airport would be a strong candidate for the FAA's Federal Contract Tower program. If approved, the resolution on the tonight's agenda will allow the Airport Director to apply for entry into the program.

If the FAA issues a favorable determination of the Airport's B/C, they will issue a letter stating that (1) AVQ has been accepted as a "candidate" for the FCT program, (2) an Air Traffic Control Tower meeting their standards must be available and, (3) the Town will be required to sign their standard Air Traffic Control Tower Operating Agreement. In addition, the B/C determination will remain valid for a period of five years.

In 2008-2009, the Town's Airport had previously participated in an ATCT site selection study through the FAA's Airway Facilities Tower Integration Laboratory (AFTIL). Since then, the FAA's site planning and safety risk management criteria has changed significantly. Assuming AVQ is accepted as a FCT candidate, it is recommended that the ATCT siting study be reviewed and updated to meet the current FAA requirements.

As a FCT candidate, AVQ will have access to federal funding assistance through the FAA's Airport Improvement Program (AIP) for the siting study update, environmental assessment and other tasks associated with the development of an Air Traffic Control Tower. Furthermore, the FAA Reauthorization Act lifted the \$2 million limit for the maximum federal participation in ATCT development and provided access to the AIP Small Airport Fund. These provisions will offer a greater likelihood that an ATCT can be constructed at AVQ with only a modest contribution (10 percent) by the Town for the sponsor share of the project.

### **Financial Impact:**

At this time there is no financial impact to the Town as this is a request to authorize the Airport Director to submit an application. However, in the future, if accepted into the Federal Contract Tower Program for the construction of a tower, the Town will then enter into other agreements that may require the Town to pay a contribution of up to 10% of the costs of the tower.

### **Staff Recommendation:**

Staff recommends approval of the resolution.

### **Suggested Motion:**

I move to adopt Resolution No. 2019-025, authorizing the Airport Director to submit an application for entry into the Federal Contract Tower Program at Marana Regional Airport.

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**Attachments**

Resolution No. 2019-025  
B/C Analysis Report

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## **MARANA RESOLUTION NO. 2019-025**

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RELATING TO THE MARANA REGIONAL AIRPORT; AUTHORIZING THE AIRPORT DIRECTOR TO SUBMIT AN APPLICATION FOR ENTRY INTO THE FEDERAL CONTRACT TOWER PROGRAM AT MARANA REGIONAL AIRPORT

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

WHEREAS the Town of Marana, Arizona is the owner and operator of the Marana Regional Airport; and

WHEREAS the Federal Aviation Administration (FAA) has instituted a Federal Contract Tower Program for providing air traffic control services at small airports where the level of aviation activity has reached a minimum threshold to justify the establishment of an air traffic control tower; and

WHEREAS the aviation activity at the Marana Regional Airport is presumed to have reached the FAA's minimum threshold for establishing an air traffic control tower under the Federal Contract Tower Program; and

WHEREAS the Town of Marana desires the Federal Aviation Administration to establish air traffic control services to enhance the safe use of the Marana Regional Airport; and

WHEREAS the Federal Aviation Administration requires the submission of an application as a prerequisite for consideration and acceptance as a candidate for entry into the Federal Contract Tower Program and to thus become eligible for financial assistance to develop and equip an air traffic control tower that meets the FAA's siting and design standards which when completed, will be funded and operated by certified contract air traffic controllers.

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

SECTION 1. The Airport Director is hereby authorized to submit an application with the Federal Aviation Administration for consideration as a candidate for entry into the Federal Contract Tower Program.

SECTION 2. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19<sup>th</sup> day of March, 2019.

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Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

---

Cherry Lawson, Town Clerk

---

Frank Cassidy, Town Attorney

***TECHNICAL REPORT***

**ATCT BENEFIT/COST ANALYSIS  
FOR ENTRY INTO THE  
FEDERAL CONTRACT TOWER PROGRAM**

*prepared for:*



**Marana Regional Airport  
Marana, Arizona**

**February 2019**

*prepared by:*



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APPENDIX A Supporting Documentation

## I. INTRODUCTION

The Town of Marana, Arizona, as owner and operator of the Marana Regional Airport (AVQ), has expressed interest in the development and operation of a new air traffic control tower (ATCT) facility at the Airport to enhance the safety and efficiency for users of the Airport. The Town commissioned Quadrex Aviation to investigate operational and financial feasibility of gaining acceptance into the Federal Aviation Administration's (FAA) Federal Contract Tower (FCT) program.

This *Air Traffic Control Tower Feasibility Study* includes determining the likelihood that AVQ would be a viable candidate under the FAA's criteria for entry into the FCT program. The FAA's eligibility determination is based primarily on the calculation of the value of lives and property saved from mid-air collisions and other accidents that could be prevented by providing controlled airspace around the Airport where it did not exist before. This benefit value is compared to the estimated annual operating costs of the control tower to yield a benefit-to-cost ratio. The FAA requires that the Benefit/Cost (B/C) ratio be least 1.0 in order to be considered as a "candidate" for acceptance into the FCT program. Successful entry into the program results in the FAA assuming the annual operating costs for providing the ATC controllers assuming that a control tower meeting their development standards is in place.

The following report presents the analysis regarding the level of activity and a preliminary assessment of the Airport's B/C ratio. The comments and opinions expressed in this report are exclusively those of Quadrex Aviation and do not reflect the position of the FAA, or any other federal, state, or local agency.

## II. AIRPORT FACILITY AND AIRCRAFT ACTIVITY SUMMARY

The Marana Regional Airport is located four miles north of the Town of Marana Arizona. AVQ is classified by the FAA as a general aviation airport with regional<sup>1</sup> significance and as a designated reliever airport for Tucson International Airport. Runway 12/30 is 6,901 feet long and 100 feet wide and serves as the Airport's primary runway. Runway 3/21 is 3,891 feet long and 75 feet wide and serves as the secondary crosswind runway. **Figure A** presents a current aerial view of the airport's facilities.

The Airport has three satellite-based (GPS) instrument approach procedures. Runway 12 has approach minimums with a minimum descent altitude (MDA) of 400 feet above ground level (AGL) in visibility conditions down to one mile. Runway 21 has a similar procedure with the same minimums while Runway 3's GPS approach provides an MDA of 500 feet in one visibility. **Appendix A** contains more detailed information on airport facilities, airspace, and instrument approach procedures.

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<sup>1</sup> Regional GA airports are characterized by FAA as supporting regional economies by connecting communities to statewide and interstate markets



Figure A  
Airport Facilities  
Marana Regional Airport

According to the most recent FAA's National Based Aircraft Inventory, there are currently 264 aircraft based at the Airport. **Table 1** provides a breakdown of based aircraft by general categories.

**Table 1**  
**Based Aircraft**  
**Marana Regional Airport**

| <u>Aircraft Type</u> | <u>No. of Aircraft</u> | <u>Percent of Total Aircraft</u> |
|----------------------|------------------------|----------------------------------|
| Single Engine Piston | 235                    | 89.0%                            |
| Multi-engine Piston  | 15                     | 5.7%                             |
| Multi-engine Turbine | 7                      | 2.7%                             |
| Helicopter           | 1                      | 0.4%                             |
| <u>Other</u>         | <u>6</u>               | <u>2.3%</u>                      |
| <b>Total</b>         | <b>264</b>             | <b>100.0%</b>                    |

*Source: FAA National Based Aircraft Inventory dated 7/19/2018 for AVQ*

As can be seen, multi-engine turbine aircraft (i.e., jets) and helicopters represent a marginal portion (3.1%) of total based aircraft. However, this data does not accurately illustrate the level of activity by aircraft type at AVQ which can be demonstrated by other objective data.

Currently without an operational air traffic control tower, aircraft activity characteristics (i.e., number of operations<sup>2</sup>, aircraft mix, etc.) at AVQ have not officially been recorded on a regular basis. Since aircraft operations are a fundamental component used for determining the need and justification (benefit) for air traffic control services, a review of other data sources was conducted.

Operations data for AVQ appears in the FAA's FAA Form 5010-1, Airport Master Record for the airport (See Appendix A) and shows an estimated total of 90,252 operations for the 12-month period ending April 19, 2017.

Aircraft operations that appear in the current FAA's Terminal Area Forecast (TAF) for the Airport is based on the previous Form 5010 dated July 31, 2014. For 2014 as the base year, 74,874 was shown as total annual operations and does not increase for future years.

Other data sources were explored including a record of the airport's annual fuel sales which is presented in **Table 2**. The table presents a six year record of AvGas and Jet A sales at the Airport as reported by the Airport's Fixed Based Operator (FBO). The significant margin between AvGas and Jet A provides very strong evidence that turbine-powered aircraft (primarily jets) frequent the airport.

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<sup>2</sup> An operation is counted as either an aircraft take-off or landing.

**Table 2**  
**Aviation Fuel Sales (2014-2018)**  
**Marana Regional Airport**

| <u>Year</u> | <u>AvGas</u> | <u>Jet A</u> | <u>Total</u>   |
|-------------|--------------|--------------|----------------|
| <b>2014</b> | 113,699      | 339,316      | <b>453,015</b> |
| <b>2015</b> | 95,228       | 269,887      | <b>365,115</b> |
| <b>2016</b> | 104,511      | 300,484      | <b>404,995</b> |
| <b>2017</b> | 109,343      | 315,152      | <b>424,495</b> |
| <b>2018</b> | 118,577      | 351,804      | <b>470,381</b> |

*Source: Tucson Aeroservice Center Inc. (FBO) Records*

One additional source of data is a record of IFR flight plan operations into and out of AVQ. **Table 3** presents a five year record of the Airport's IFR flights. The number of IFR flights do not reflect the majority of operations, but only those flights where the aircraft was operated under an IFR flight plan.

**Table 3**  
**IFR Flight Activity (FY 2014 - FY 2018)**  
**Marana Regional Airport**

| <u>Year</u> | <u>Arrivals</u> | <u>Departures</u> | <u>Total</u> |
|-------------|-----------------|-------------------|--------------|
| <b>2014</b> | 534             | 490               | <b>1,024</b> |
| <b>2015</b> | 422             | 434               | <b>856</b>   |
| <b>2016</b> | 526             | 516               | <b>1,042</b> |
| <b>2017</b> | 492             | 500               | <b>992</b>   |
| <b>2018</b> | 544             | 573               | <b>1,117</b> |

*Source: FAA TFMSC Records*

Without a completely accurate count of annual aircraft operations, an estimate is required to serve as a baseline for forecasting future operations which is a key data source for the FAA's B/C determination. In this case, the aircraft operations estimate from the current FAA Form 5010 was used represent baseline for 2017. **Table 4** presents the estimated aircraft operations categorized by type.

Short of an on-site survey of actual aircraft operations over an extended period of time, it can be somewhat speculative to use any data resources for determining baseline estimates of annual operations. However, the record of historical fuel sales and IFR operations (Tables 2 and 3) serve to substantiate the estimates in the most recent FAA's 5010 aircraft operations data.

It should be noted that, the Town has received letters of support from airport users regarding the need for an air traffic control tower at AVQ. These letters are included in **Appendix A**.

**Table 4**  
**Estimated Baseline Aircraft Operations (FY 2017)**  
**Marana Regional Airport**

| Operations<br>Type       | Total<br>Operations | Percent of Total<br>Operations |
|--------------------------|---------------------|--------------------------------|
| Itinerant Operations [1] |                     |                                |
| Air Carrier              | -                   | 0.0%                           |
| Air Taxi/Charter         | 10,000              | 11.1%                          |
| General Aviation         | 30,000              | 33.2%                          |
| Military                 | 20,252              | 22.4%                          |
| Subtotal Itinerant       | 60,252              | 66.8%                          |
| Local Operations [2]     |                     |                                |
| General Aviation         | 30,000              | 33.2%                          |
| Military                 | -                   | 0.0%                           |
| <u>Subtotal Local</u>    | <u>30,000</u>       | <u>33.2%</u>                   |
| <b>Total</b>             | <b>90,252</b>       | <b>100.0%</b>                  |

*Notes:*

*[1] Itinerant operation - aircraft arriving from or departing to another airport*

*[2] local operation - aircraft staying within the traffic pattern or within 20-miles*

*Source: FAA Form 5010 Airport Master Record (AVQ)*

### III. AIRCRAFT ACTIVITY FORECASTS

The standard source of forecast data used by the FAA in the Benefit/Cost analysis process is the FAA's Terminal Area Forecast (TAF). **Table 5** presents the FAA's current 2017-2035 TAF projections for future aircraft operations at AVQ. The FAA TAF uses the baseline data (2017 operations estimates) and applies an anticipated rate of growth to generate the FAA's official forecast for the airport. As Table 5 indicates, the FAA TAF projects modest but continual growth in air taxi and general aviation activity levels over the next 16-year period. Because the AVQ TAF demonstrates an optimistic outlook on the Airport's traffic, it was used for Base Case scenario to determine the Airport's Benefit/Cost ratio.

### IV. ATCT BENEFIT/COST RATIO ANALYSIS

#### A. Overview

The FAA's Air Traffic Division administers the funding for the operation of low activity VFR air traffic control towers through contract agreements with qualified ATC contractors on a regional basis. Several evaluations by the GAO and the DOT Inspector General's Office concluded that the Federal Contract Tower (FCT) program has proven itself to be very effective in providing equivalent safety benefits at a greatly reduced compared to FAA-staffed ATCT facilities. Over the past 20 years, more than 100 new ATCT facilities have been added to the FCT program, primarily by demonstrating that the safety and efficiency benefits of having a tower and managing the airport's airfield and airspace outweigh the cost of providing ATC services. In FY 2018, FCTs handled almost 29 percent of the nation's total air traffic operations at a fraction of total cost for ATC services.

**TABLE 5**  
**FAA TERMINAL AREA FORECAST (2017-2035)**  
**Air Traffic Control Tower Benefit/Cost Analysis**  
**Marana Regional Airport**

| Forecast<br>Year | Air<br>Carrier | Air Taxi &<br>Charter | GA<br>Itinerant | Military<br>Itinerant | Total<br>Itinerant | GA<br>Local | Military<br>Local | Total<br>Local | Total<br>Operations |
|------------------|----------------|-----------------------|-----------------|-----------------------|--------------------|-------------|-------------------|----------------|---------------------|
| 2017             | -              | 10,000                | 30,000          | 10,000                | 50,000             | 40,000      | -                 | 40,000         | 90,000              |
| 2018             | -              | 10,000                | 31,274          | 10,000                | 51,274             | 41,697      | -                 | 41,697         | 92,971              |
| 2019             | -              | 10,000                | 31,931          | 10,000                | 51,931             | 42,573      | -                 | 42,573         | 94,504              |
| 2020             | -              | 10,000                | 32,601          | 10,000                | 52,601             | 43,467      | -                 | 43,467         | 96,068              |
| 2021             | -              | 10,000                | 33,285          | 10,000                | 53,285             | 44,380      | -                 | 44,380         | 97,665              |
| 2022             | -              | 10,000                | 33,984          | 10,000                | 53,984             | 45,311      | -                 | 45,311         | 99,295              |
| 2023             | -              | 10,000                | 34,698          | 10,000                | 54,698             | 46,262      | -                 | 46,262         | 100,960             |
| 2024             | -              | 10,000                | 35,427          | 10,000                | 55,427             | 47,234      | -                 | 47,234         | 102,661             |
| 2025             | -              | 10,000                | 36,171          | 10,000                | 56,171             | 48,226      | -                 | 48,226         | 104,397             |
| 2026             | -              | 10,000                | 36,931          | 10,000                | 56,931             | 49,240      | -                 | 49,240         | 106,171             |
| 2027             | -              | 10,000                | 37,707          | 10,000                | 57,707             | 50,274      | -                 | 50,274         | 107,981             |
| 2028             | -              | 10,000                | 38,498          | 10,000                | 58,498             | 51,330      | -                 | 51,330         | 109,828             |
| 2029             | -              | 10,000                | 39,306          | 10,000                | 59,306             | 52,408      | -                 | 52,408         | 111,714             |
| 2030             | -              | 10,000                | 40,130          | 10,000                | 60,130             | 53,509      | -                 | 53,509         | 113,639             |
| 2031             | -              | 10,000                | 40,972          | 10,000                | 60,972             | 54,632      | -                 | 54,632         | 115,604             |
| 2032             | -              | 10,000                | 41,831          | 10,000                | 61,831             | 55,779      | -                 | 55,779         | 117,610             |
| 2033             | -              | 10,000                | 42,709          | 10,000                | 62,709             | 56,950      | -                 | 56,950         | 119,659             |
| 2034             | -              | 10,000                | 43,604          | 10,000                | 63,604             | 58,147      | -                 | 58,147         | 121,751             |
| 2035             | -              | 10,000                | 44,519          | 10,000                | 64,519             | 59,368      | -                 | 59,368         | 123,887             |

Source: FAA Terminal Area Forecast (FY 2017-2035) for AVQ

The decision process for the accepting new contract tower locations is primarily determined by a Benefit/Cost analysis methodology promulgated by the FAA. FAA Report APO 90-7, “*Establishment and Discontinuance Criteria for Air Traffic Control Towers*” outlines the methodology, input data, and the procedures for calculating the Benefit/Cost (B/C) ratio for various scenarios. The cost side of the B/C equation includes direct operational costs associated with ATC operations including controller labor, telecommunication services, and other expenses. Benefits are measured in terms of the economic values representing the lives and property saved by the prevention of midair collisions and other avoidable accidents, as well as the savings in flight time by managing the traffic pattern and other controlled airspace around the Airport. The cumulative benefit value of providing ATCT services must be greater than the cost (i.e., the benefit-to-cost ratio must be greater than 1.0) in order to qualify as a “candidate” for acceptance into the FCT program.

Candidate status for a proposed ATCT location allows the airport sponsor to proceed with the planning, design, and construction of a control tower that meets the FAA’s siting and design criteria and permits the use of funds from the Airport Improvement Program (AIP). ATCT planning tasks include a detailed site selection study, safety risk management analysis, and an environmental assessment to comply with NEPA guidelines. Upon the acceptable completion of the control tower construction, the FAA contracts with its regional ATC service provider to station controllers at the new location.

## B. Critical Values and Other FAA Assumptions

The FAA in the B/C analysis process uses various “critical values” that represent a econometric measure of specific items such as the value of a life, serious injury, or delay time. These are set by the federal Office of Management and Budget (OMB) and regularly updated. The current critical values for items used in the B/C Analysis are presented in **Table 6**. These values are applied to represent objective and comparable scenarios for evaluating the economic impact of proposals such as the establishment and operation of new ATCT facilities.

**Table 6**  
**FAA Critical Values & Assumptions**

|                                                      |              |
|------------------------------------------------------|--------------|
| Statistical Life.....                                | \$ 9,600,000 |
| Serious Injury.....                                  | 2,426,400    |
| Minor Medical Injury.....                            | 28,000       |
| Traveler’s Delayed Time ( <i>per hour</i> ).....     | 48.05        |
| Discount Rate ( <i>for net present value</i> ). .... | 7%           |

*Source: Office of Management & Budget, FAA Office of Policy and Plans*

## C. Site-Specific Data

Aside from data on-file with the FAA (Form 5010, Terminal Area Forecasts, etc.), airport sponsors can provide site-specific data to augment or substitute the FAA’s data used in the B/C determination. This data may include (but limited to) aircraft activity surveys, recent master plan forecasts, or other objective data. Letters from the sponsor’s legislative delegation, tenants, and users can also be supplied

to demonstrate the support for ATC services, especially if they represent prospects for additional activity. Evidence of other circumstances such as accident and incident reports implicating a lack of controlled airspace may also be provided.

#### D. B/C Evaluation Criteria

Generally, FAA policy considers new FCT applicant initially using the establishment criteria outlined in APO 90-7 which applies the statistical “mean” or average potential for the risk of avoidable accidents where the risk is the differential between having or not having an ATCT. This statistical risk is applied to the airport’s level of aviation activity across the various classes of aircraft to determine the likelihood of an accident. Characteristics of a composite aircraft value is also developed in the B/C model which defines the average number of occupants and the value of the aircraft at risk. For example, the consequences of a mid-air collision with four fatalities and two aircraft destroyed could total \$40 million (4 dead at \$9.6 million each plus two aircraft valued at \$800,000 each). The opportunity to prevent accidents like this represents the primary benefit of providing air traffic services.

For FCT applicants, FAA assumes that there are no “hard counts” of aircraft operations. Therefore, forecast aircraft operations are discounted by 7.5 percent to account for the number of operations that would not be handled when the ATCT facility is closed<sup>3</sup>.

While aircraft activity determines with the benefit side of the equation, costs are primarily represented by the FAA's annual cost to operate the ATC as charged by the regional FAA contractor. Under the FCT program, the estimated average annual cost for an entry-level contract control tower ranges from \$400,000 to \$600,000. In addition, FAA pays for telecommunications services and other direct expenses which is estimated at \$50,000 annually. For estimating the Airport’s B/C ratio, a cost of **\$550,000** will be used to represent annual ATC costs. FAA’s practice is to hold the annual ATC costs constant throughout the 15-year period and are only adjusted for net present value.

#### E. AVQ Base Case Scenario Benefit/Cost Analysis

The Base Case scenario represents the projected Benefit/Cost ratio that would result from using the FAA’s current data for AVQ, the current Terminal Area Forecast (Table B-1) and other standard assumptions. In other words, this B/C would be the likely result if the FAA were asked to provide a B/C for the Airport immediately without receiving additional site-specific information. It demonstrates a “base -case” scenario which does not account for several factors that are presently unknown as to how the FAA will use site-specific data for considering AVQ as an “Establishment” case.

The discounted cumulative cost, which includes the controller operations and other non-controller costs at \$550,000 per year over the 15-year period, is **\$5,009,353**. The calculated discounted of the ATC tower operational benefits based on the TAF activity is **\$18,415,860** as measured in the economic value of accidents prevented and flight efficiencies. Dividing benefits by cost yields a ratio of **3.68**. Under this scenario, the Airport would exceed the required 1.0 benefit-to-cost ratio by a considerable

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<sup>3</sup> FAA APO Report 90-7 assumes an initial 12-hour daily operational period

**TABLE 7**  
**PRO FORMA BENEFIT/COST DETERMINATION**  
**ATCT Benefit Cost Analysis**  
**Marana Regional Airport**

| <u>Period</u> | <u>Year</u> | <u>Collision<br/>Benefit (B1)</u> | <u>Accident<br/>Benefit (B2)</u> | <u>Efficiency<br/>Benefit (B3)</u> | <u>Total<br/>Benefit</u> | <u>Benefit<br/>Adjustment [1]</u> | <u>Discount<br/>Factor (@7%)</u> | <u>Present<br/>Value<br/>(NPV)</u> | <u>ATC<br/>Cost</u> | <u>Present<br/>Value<br/>(NPV)</u> |
|---------------|-------------|-----------------------------------|----------------------------------|------------------------------------|--------------------------|-----------------------------------|----------------------------------|------------------------------------|---------------------|------------------------------------|
| 1             | 2020        | 806,921                           | 158,372                          | 1,039,274                          | 2,004,567                | 92.5%                             | 0.935                            | 1,732,920                          | 550,000             | 514,019                            |
| 2             | 2021        | 829,425                           | 159,754                          | 1,042,992                          | 2,032,171                | 92.5%                             | 0.873                            | 1,641,854                          | 550,000             | 480,391                            |
| 3             | 2022        | 852,702                           | 161,164                          | 1,046,797                          | 2,060,663                | 92.5%                             | 0.816                            | 1,555,956                          | 550,000             | 448,964                            |
| 4             | 2023        | 876,799                           | 162,604                          | 1,050,689                          | 2,090,092                | 92.5%                             | 0.763                            | 1,474,932                          | 550,000             | 419,592                            |
| 5             | 2024        | 901,750                           | 164,076                          | 1,054,754                          | 2,120,580                | 92.5%                             | 0.713                            | 1,398,548                          | 550,000             | 392,142                            |
| 6             | 2025        | 927,562                           | 165,577                          | 1,058,820                          | 2,151,959                | 92.5%                             | 0.666                            | 1,326,396                          | 550,000             | 366,488                            |
| 7             | 2026        | 954,301                           | 167,112                          | 1,062,971                          | 2,184,384                | 92.5%                             | 0.623                            | 1,258,300                          | 550,000             | 342,512                            |
| 8             | 2027        | 981,962                           | 168,677                          | 1,067,209                          | 2,217,848                | 92.5%                             | 0.582                            | 1,193,997                          | 550,000             | 320,105                            |
| 9             | 2028        | 1,010,581                         | 170,275                          | 1,071,533                          | 2,252,389                | 92.5%                             | 0.544                            | 1,133,264                          | 550,000             | 299,164                            |
| 10            | 2029        | 1,040,214                         | 171,906                          | 1,075,944                          | 2,288,064                | 92.5%                             | 0.508                            | 1,075,901                          | 550,000             | 279,592                            |
| 11            | 2030        | 1,070,887                         | 173,571                          | 1,080,442                          | 2,324,900                | 92.5%                             | 0.475                            | 1,021,702                          | 550,000             | 261,301                            |
| 12            | 2031        | 1,102,644                         | 175,270                          | 1,085,112                          | 2,363,026                | 92.5%                             | 0.444                            | 970,521                            | 550,000             | 244,207                            |
| 13            | 2032        | 1,135,527                         | 177,005                          | 1,089,782                          | 2,402,314                | 92.5%                             | 0.415                            | 922,109                            | 550,000             | 228,230                            |
| 14            | 2033        | 1,169,600                         | 178,778                          | 1,094,539                          | 2,442,917                | 92.5%                             | 0.388                            | 876,350                            | 550,000             | 213,299                            |
| 15            | 2034        | 1,204,890                         | 180,587                          | 1,099,469                          | 2,484,946                | 92.5%                             | 0.362                            | 833,109                            | 550,000             | 199,345                            |
| Total         |             | 14,865,765                        | 2,534,728                        | 16,020,327                         | 33,420,820               |                                   |                                  | 18,415,860                         | 8,250,000           | 5,009,353                          |

**B/C = 3.68**

Benefit/Cost Ratio =  $\frac{18,415,860}{5,009,353}$

| <u>Notes</u> | <u>A/C Type</u> | <u>A/C Value</u> | <u>Occupants</u> | <u>Calculation Basis</u> | <u>ATC Cost</u>       |
|--------------|-----------------|------------------|------------------|--------------------------|-----------------------|
|              | AC              | 8,262,515        | 15.25            | Establishment Criteria   | 550,000               |
|              | AT              | 2,835,412        | 4.49             |                          | Annual Cost Share: -  |
|              | GA Itinerant    | 1,502,231        | 3.03             |                          | Monthly Cost Share: - |
|              | GA Local        | 563,750          | 2.2              | Calculation Factors      |                       |
|              | Military        | 64,274,799       | 4.05             | Tower Count 92.5%        |                       |
|              |                 |                  |                  |                          | 02/07/19              |

margin and therefore would be favorably considered by the FAA as an eligible facility to participate in the Contract Tower Program. **Table 7** presents the benefit/cost calculations for the Base Case (Establishment) scenario including the cumulative and discounted life cycle costs and benefits of the ATCT over the 15-year period, assuming a FY 2020 entry into the FCT program.

## V. CONCLUSIONS AND RECOMMENDATIONS

Based on this analysis, it appears that Marana Regional Airport would be a strong candidate for the FAA's Federal Contract Tower program. It should be noted that the FAA is currently in the process of updating certain static factors incorporated into its B/C methodology. No date has been offered about when they expect to begin applying the new B/C evaluation policies and procedures. It is also unclear what differences the updated methodology will have on current B/C results. Nonetheless, the strength of AVQ's aviation activity, especially military operations could be expected to support a positive (1.0+) benefit/cost ratio.

It is recommended that the Town prepare and submit an application for entry into the FCT program as soon as practicable. It is our understanding that the FAA is currently preparing guidance for a standard FCT application package. However, in anticipation of the guidance, the following information should be submitted to the FAA as a formal request for consideration.

- Cover Letter Request
- FCT Application Form (non-FAA)
- FAA Form 5010-1, Airport Master Record
- FAA Air Traffic Activity Data System (ATADS) (Operations/Instrument Ops Data)
- FAA Terminal Area Forecast (TAF) (Operations/Based Aircraft Data)
- Existing/Proposed ATCT Location/Site Plan (AFTIL Report)
- Sponsor's Preliminary Benefit/Cost Data and Analysis (this report)
- Current Airport Layout Plan (depicting proposed ATCT site)

Under the 2018 FAA Reauthorization Act legislation, FAA is directed to review FCT applications and issue a Benefit Cost determination within 90 days of receipt [49 U.S.C. Section 47124(b)(3)(G)]. Upon receipt of an unfavorable B/C determination, the Airport has 90 days to request an appeal of the findings and to provide additional information to support the appeal.

Assuming the FAA issues a favorable determination of the Airport's B/C, they will issue a letter stating that (1) AVQ has been accepted as a "candidate" for the FCT program, (2) an Air Traffic Control Tower meeting their standards must be available and, (3) the Town will be required to sign their standard Air Traffic Control Tower Operating Agreement. In addition, the B/C determination will remain valid for a period of five years.

In 2008-2009, AVQ had previously participated in an ATCT site selection study though the FAA's Airway Facilities Tower Integration Laboratory (AFTIL). Since then, the FAA's site planning and safety risk management criteria has changed significantly. Assuming AVQ is accepted as a FCT candidate, it is recommended that the ATCT siting study be reviewed and updated to meet the current FAA requirements.

As a FCT candidate, AVQ will have access to federal funding assistance through the FAA's Airport Improvement Program (AIP) for the siting study update, environmental assessment and other tasks associated with the development of an Air Traffic Control Tower.

Furthermore, the FAA Reauthorization Act lifted the \$2 million limit for the maximum federal participation in ATCT development and provided access to the AIP Small Airport Fund. These provisions will offer a greater likelihood that an ATCT can be constructed at AVQ with only a modest contribution (10 percent) by the Town for the sponsor share of the project.

###

***APPENDIX A***  
***SUPPORTING DOCUMENTATION***



## **Council-Regular Meeting**

**A5**

**Meeting Date:** 03/19/2019

**To:** Mayor and Council

**From:** Jane Fairall, Deputy Town Attorney

**Date:** March 19, 2019

**Strategic Plan Focus Area:**

Not Applicable

**Subject:** Ordinance No. 2019.007: Relating to Finance; amending the Town of Marana Comprehensive Fee Schedule to eliminate certain vehicle storage fees and to clarify an administrative fee related to the release of impounded vehicles; waiving vehicle storage fees retroactively for vehicles currently impounded on Town property; and declaring an emergency (Jane Fairall)

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### **Discussion:**

The proposed ordinance will revise the Town's comprehensive fee schedule to eliminate vehicle storage fees for vehicles that Marana Police Department impounds and stores on Town property. A large majority of vehicles impounded by MPD are stored at the Town's contract towing provider's yard (currently Eddie's Towing). However, from time to time, a vehicle may be stored on Town property, usually if it is being held as evidence in a case. The current fee schedule includes a base fee of \$25 per vehicle and a daily fee of \$10 per day for vehicles stored on Town property. MPD staff has requested that these fees be eliminated because often in these cases vehicles are held for an extended period of time resulting in a large amount of fees accruing. Many times the fees end up exceeding the value of the vehicle. Additionally, in many of these scenarios, the vehicle owner is not the person responsible for the vehicle being impounded, but would be responsible for paying the fees to get the vehicle back.

The other recommended fee schedule revision is to clarify that the administrative fee for release of an impounded vehicle applies to vehicles that are impounded at the contract towing provider's yard pursuant to state statute for various traffic offenses, but not to vehicles that are impounded on Town property for other reasons. This administrative fee is set at \$150 by state statute.

The proposed ordinance also includes a provision that would waive the storage fees retroactively for any vehicles that are currently stored on Town property.

Staff proposes that these changes be made immediately so that MPD staff is not required to charge fees that appear to be unjust. An emergency clause has been included in the adopting ordinance.

**Financial Impact:**

The elimination of the vehicle storage fees is not expected to have a material impact on the Town's budget.

**Staff Recommendation:**

Staff recommends approval of the fee schedule revisions.

**Suggested Motion:**

I move to adopt Ordinance No. 2019.007, amending the Town of Marana comprehensive fee schedule to eliminate certain vehicle storage fees and to clarify an administrative fee related to the release of impounded vehicles; waiving vehicle storage fees for vehicles currently impounded on Town property; and declaring an emergency.

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**Attachments**

Ordinance No. 2019.007

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## MARANA ORDINANCE NO. 2019.007

RELATING TO FINANCE; AMENDING THE TOWN OF MARANA COMPREHENSIVE FEE SCHEDULE TO ELIMINATE CERTAIN VEHICLE STORAGE FEES AND TO CLARIFY AN ADMINISTRATIVE FEE RELATED TO THE RELEASE OF IMPOUNDED VEHICLES; WAIVING VEHICLE STORAGE FEES RETROACTIVELY FOR VEHICLES CURRENTLY IMPOUNDED ON TOWN PROPERTY; AND DECLARING AN EMERGENCY

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

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

WHEREAS from time to time the Town Council has adopted amendments to the comprehensive fee schedule, most recently on January 15, 2019, via Ordinance No. 2019.003; and

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

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

SECTION 1. The Town of Marana comprehensive fee schedule adopted via Ordinance No. 2017.004, as previously amended, is hereby amended (with deletions shown with ~~strikeouts~~ and additions shown with double underlining) (only amendments to the fee schedule are shown; the remainder of the fee schedule is unchanged):

| Fee/Description                                                                                              | Amount   | Unit of Measure | Notes                                                                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------|----------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>COMMUNITY SERVICES:<br/>PUBLIC SAFETY AND<br/>COURTS</b>                                                  |          |                 |                                                                                                                                                                          |
| <del>Towed</del> <u>Impounded</u> Vehicle<br>Release; <del>Administration</del><br><u>Administrative</u> Fee | \$150.00 | Per vehicle     | <u>Applies to vehicles impounded<br/>pursuant to A.R.S. Title 28,<br/>Chapter 8, Article 9. Does not<br/>apply to vehicles impounded<br/>or stored on Town property.</u> |

|                                            |                    |                        |                                                                                                                      |
|--------------------------------------------|--------------------|------------------------|----------------------------------------------------------------------------------------------------------------------|
| <del>Vehicle Storage Fee; Base Fee</del>   | <del>\$25.00</del> | <del>Per vehicle</del> | <del>Applies to vehicles stored on Town property.</del>                                                              |
| <del>Vehicle Storage Fee; Daily Rate</del> | <del>\$10.00</del> | <del>Per day</del>     | <del>Applies to vehicles stored on Town property. Fractions of a day are rounded up to the cost of a full day.</del> |

SECTION 2. The vehicle storage fees eliminated by Section 1 of this ordinance are hereby waived retroactively for any vehicles impounded or stored on Town property as of the date of adoption of this ordinance.

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

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

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

SECTION 6. Since it is necessary for the preservation of the peace, health and safety of the Town of Marana that this ordinance become immediately effective, an emergency is hereby declared to exist, and this ordinance shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, Arizona, this 19th day of March, 2019.

\_\_\_\_\_  
Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Cherry L. Lawson, Town Clerk

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



## **Council-Regular Meeting**

**A6**

**Meeting Date:** 03/19/2019

**To:** Mayor and Council

**From:** Jane Fairall, Deputy Town Attorney

**Date:** March 19, 2019

**Strategic Plan Focus Area:**

Not Applicable

**Subject:** Ordinance No. 2019.008: Relating to Traffic and Highways; amending Marana Town Code Title 12 (Traffic and Highways), Chapter 12-5 (Impoundment of vehicles); revising section 12-5-3 (Return of impounded vehicle); and declaring an emergency (Jane Fairall)

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### **Discussion:**

This item is a companion to the previous item amending the comprehensive fee schedule to eliminate vehicle storage fees for vehicles impounded on Town property. Chapter 12-5 of the Marana Town Code authorizes Marana Police Department personnel to impound vehicles under certain circumstances, and provides processes and procedures for the impoundment process in these circumstances. The proposed ordinance will delete one sentence in Section 12-5-3 related to storage fees for vehicles stored on Town property, to correspond to the elimination of those fees from the comprehensive fee schedule.

As with the fee schedule ordinance, this ordinance includes an emergency clause so that the MPD can discontinue charging this fee immediately.

### **Financial Impact:**

The elimination of the vehicle storage fees is not expected to have a material impact on the Town's budget.

### **Staff Recommendation:**

Staff recommends approval of the revision to Marana Town Code Section 12-5-3.

### **Suggested Motion:**

I move to adopt Ordinance No. 2019.008, amending Marana Town Code Title 12 (Traffic and Highways), Chapter 12-5 (Impoundment of vehicles); revising section 12-5-3 (Return of impounded vehicle); and declaring an emergency.

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### **Attachments**

Ordinance No. 2019.008

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## MARANA ORDINANCE NO. 2019.008

RELATING TO TRAFFIC AND HIGHWAYS; AMENDING MARANA TOWN CODE TITLE 12 (TRAFFIC AND HIGHWAYS), CHAPTER 12-5 (IMPOUNDMENT OF VEHICLES); REVISING SECTION 12-5-3 (RETURN OF IMPOUNDED VEHICLE); AND DECLARING AN EMERGENCY

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

WHEREAS the Marana Police Department is authorized by various state statutes and Chapter 12-5 of the Marana Town Code to impound vehicles in certain circumstances; and

WHEREAS the Town Council finds that the revisions to Chapter 12-5 of the Marana Town Code set forth in this ordinance are necessary for the public health, safety and general welfare of the Town of Marana.

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

SECTION 1. Marana Town Code Title 12 (Traffic and Highways) is hereby amended to revise section 12-5-3 (Return of impounded vehicle) as follows (with deletions shown with ~~strikeouts~~):

### **12-5-3 Return of impounded vehicle**

A. Unless the vehicle is being held for forfeiture proceedings or unless the vehicle is being held as evidence in a pending criminal case, the police department shall allow the return to the owner of the impounded vehicle when the owner has furnished evidence of identity and ownership and signed a receipt. The owner shall be required to pay any towing and storage fees which have accrued. ~~If the vehicle is stored on town property, the owner shall pay an amount established by a fee schedule adopted by the council and amended from time to time for each day or any fraction of a day the vehicle is kept in the custody of the police department.~~ Payment of any towing and storage fees shall not release the owner or driver of the vehicle of any other penalty which may be imposed for any violation of town ordinances, this code, state or federal laws.

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

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

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

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 19th day of March, 2019.

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Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

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Cherry L. Lawson, Town Clerk

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Frank Cassidy, Town Attorney



## **Council-Regular Meeting**

**D1**

**Meeting Date:** 03/19/2019

**To:** Mayor and Council

**From:** Yiannis Kalaitzidis, Finance Director

**Date:** March 19, 2019

**Strategic Plan Focus Area:**  
Progress & Innovation

**Subject:** Presentation: Relating to Finance; presentation, discussion and possible direction on proposed changes to the Town of Marana comprehensive fee schedule and other various rate and fee adjustments (Yiannis Kalaitzidis)

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### **Discussion:**

Since 2009, the Town has reviewed its town-wide, Comprehensive Fee Schedule annually to ensure that the Town is continuing to cover its costs, where appropriate, and that it is charging fair and equitable fees to its customers.

Staff conducted this year's review of the Comprehensive Fee Schedule with the following goals in mind:

1. Ensure that fees reflect the actual cost of providing programs and services to customers, where appropriate.
2. Identify opportunities to streamline, consolidate and modernize the application and use of our fees to encourage/facilitate development.
3. Eliminate errors, inconsistencies and unused items within the existing comprehensive fee schedule.

This evening we are only asking Mayor and Council to review the list of proposed changes and provide staff with feedback and direction regarding proposed changes. Information received tonight will be incorporated into the proposed changes which will be brought back for consideration and possible approval on May 21, 2019.

Pursuant to A.R.S. Section 9-499.15, the Town will properly post notice of possible changes to the Comprehensive Fee Schedule. This statute requires that the Town provide notice on its website of any new or increased fees for businesses at least 60 days

before the meeting at which the new fees and/or fee increases will be considered for approval.

**Staff Recommendation:**

Presentation, discussion, and possible direction only.

**Suggested Motion:**

Presentation, discussion and possible direction only.

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**Attachments**

PowerPoint presentation

Report of revisions

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# **Comprehensive Fee Schedule Update**

Yiannis Kalaitzidis, CPA  
Finance Director

March 19, 2019



# BACKGROUND & FY 2020 GOALS

- First comprehensive schedule in 2009
- Commitment to maintaining the schedule
- Goals in comprehensive fee schedule update
  - Standardize fees across departments
  - Ensure fees are fair, equitable and reflect the value of services provided to customers
  - Eliminate errors, inconsistencies and unused items within the existing comprehensive fee schedule
  - Identify opportunities to streamline, consolidate and modernize to encourage/facilitate development



# FY 2020 CHANGE SUMMARY

- Total of 37 Requested Changes for FY 2020 Update
  - Added Fees: 8
  - Eliminated Fees: 9
  - Total Modification to Existing Fees: 20
    - Changes: 5
    - Clarifications: 12
    - Increases: 1
    - Decreases: 2



# GENERAL SERVICES: PROPOSED CHANGES

- Proposed Fee Additions:
  - Agreement preparation fee
  - Liquor license application; Fair/Festival license
- Proposed Fee Clarifications:
  - Consultant plan review fee



# DEVELOPMENT SERVICES: PROPOSED CHANGES

- **Proposed Fee Additions:**
  - Wireless permit application; 6409(a) or administrative wireless facilities
  - Wireless permit application; 3<sup>rd</sup> party review deposit
- **Proposed Fee Eliminations:**
  - Special event building permit
  - Native plant permit; exception fee
  - Sign review fee; 3 or more signs
  - Change of copy fee
  - Welcome to Marana business package
  - Manufactured home or factory-built building
  - Site or Plot plan review; Custom home or model plan
  - Development agreement preparation fee
  - Development agreement supplemental fee



# DEVELOPMENT SERVICES: PROPOSED CHANGES CONT.

- **Proposed Fee Clarifications:**
  - Signs; Permanent sign
  - Plan Review; Residential model home & new residential permit with pre-approved model
  - Consultant plan review fees
- **Proposed Fee Decreases:**
  - General Plan Map Amendment-Minor
  - Temporary Use Permit; Administrative Process, no council action required
- **Proposed Fee Increases:**
  - Signs; sign program
- **Proposed Fee Modifications:**
  - Miscellaneous Town Council and/or Planning Commission action
  - General Plan map amendment-major
  - Specific Plan Major Amendment



# MUNICIPAL COURT: PROPOSED CHANGES

- Proposed Fee Clarifications:
  - Fee for taking default judgment
  - Jail reimbursement fee
  - Prosecution fee
  - Administrative warrant fee
  - Court improvement fee
  - Jury cancellation fee
  - Court-monitored probation fees



# PARKS & RECREATION: PROPOSED CHANGES

- Proposed Fee Additions:
  - Commercial use fee for trails & paths
  - Concession stand commercial use fee
  - Concession lost key fee
  - Youth non-profit contract user groups; Park facility rental; Multi-purpose, baseball, softball field, basketball court, tennis court, or volleyball court (premium hour fee)
- Proposed Fee Modifications:
  - Park facility rental; Community garden plot



# FY 2020 TIMELINE

| Fiscal Year 2019 - 2020 |                                                                  |
|-------------------------|------------------------------------------------------------------|
| Dates:                  | Task Description:                                                |
| December 3, 2018        | Comprehensive Fee Schedule kick-off                              |
| January 4, 2019         | Comprehensive fee schedule proposed changes to Finance           |
| January 14, 2019        | Comprehensive fee schedule proposed changes to committee members |
| January 24, 2019        | Comprehensive Fee Schedule committee meeting #1                  |
| February, 1, 2019       | Comprehensive Fee Schedule committee meeting #2                  |
| <i>March 19, 2019</i>   | <i>Council Study Session</i>                                     |
| March 25, 2019          | Outreach to MPA/SABA/Other relevant stakeholders                 |
| May 21, 2019            | Possible Adoption of Comprehensive Fee Schedule update           |
| July 1, 2019            | Possible effective date of new fee structure                     |

- Notice of intent to consider changes posted at least 60 days prior to meeting (ARS §9-499.15)
- Outreach to possible stakeholders

# DISCUSSION



| Proposed Action               | Fee Description                                   | Current Unit of Measure | Proposed Unit of Measure | Current Amount | Proposed Amount | Notes                                                                                                                                                                                                                                                                                                                                                                                                 | Basis for Change                                                                                                                                                                                                                                                                                                      |
|-------------------------------|---------------------------------------------------|-------------------------|--------------------------|----------------|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>General Services</b>       |                                                   |                         |                          |                |                 |                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                       |
| Clarification of existing fee | Consultant Plan Review Fee                        | Per submittal           |                          | See note       |                 | Fees determined per contract with Town, paid by the applicant to the Town for any third party peer review determined by the Town to be necessary to ensure compliance with requirements.                                                                                                                                                                                                              | Added to the notes to better describe the intended use of this fee and move to general services so it can be utilized by other departments, not just building.                                                                                                                                                        |
| Add new fee                   | Agreement Preparation Fee                         | n/a                     | see Notes                | n/a            | see Notes       | Actual fees and costs charged by the Town's outside counsel for preparing an agreement, if the Town determines outside counsel is needed for the particular agreement; applies to all types of agreements. The Town Manager has the authority to waive this fee for agreements the Manager believes provide substantial benefits to the Town equal to or greater than outside counsel costs and fees. | Eliminating similar, but rarely used, fee for development agreements. This will allow the Town to recover costs for the use of outside counsel for any type of agreement when outside counsel is deemed necessary. Still allows Town Manager to waive the fee if benefits to the Town outweigh outside counsel costs. |
| Add new fee                   | Liquor License Application; Fair/Festival License | n/a                     | Per application          | n/a            | \$25.00         | Fee is in addition to any fees payable to the State of Arizona Department of Liquor Licenses and Control                                                                                                                                                                                                                                                                                              | This is a relatively new type of liquor license under state law and the Town does not currently have a fee for it. As this type of license is similar to and requires a similar amount of staff time for processing as a special event liquor license application, the same fee of \$25 is proposed.                  |

| Proposed Action               | Fee Description                                                                   | Current Unit of Measure | Proposed Unit of Measure | Current Amount | Proposed Amount | Notes                                                                                                                                                                                                                                                                    | Basis for Change                                                                                                                                                                                                                                                                                                    |
|-------------------------------|-----------------------------------------------------------------------------------|-------------------------|--------------------------|----------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Development Services</b>   |                                                                                   |                         |                          |                |                 |                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                     |
| Add new fee                   | Wireless permit application; 6409(a) or Administrative wireless facilities        |                         | Per Application          |                | \$150           | Fee is non-refundable and due at time of submittal                                                                                                                                                                                                                       | Establish a fee for services as described in the Marana Town Code 17-18-5. Fee based on 1.5 hours of review time (\$70/hour) and additional admin time (\$45). Fees for Conditional use permits are already established.                                                                                            |
| Add new fee                   | Wireless permit application; 3rd party review deposit                             |                         | Per Application          |                | \$500           | If consultant fees exceed the deposit, the balance will be collected and due prior to permit issuance. If the consultant fees are less than the deposit, a refund will be issued.                                                                                        | Establish fee for services as described in the Marana Town Code 17-18.                                                                                                                                                                                                                                              |
| Clarification of existing fee | Signs; <u>Permanent Sign</u> Review fee                                           | Per plan                |                          | \$75.00        | see note        | Fee is \$75.00 for up to 2 signs and \$150.00 for 3 or more signs.                                                                                                                                                                                                       | Modified description to add "permanent sign" which is the intended type of sign review. Other types of signs (temporary) have a different fee structure. Replaced amount to say "see note", which identifies 2 amounts depending on the number of signs. The note itself is not a change, just the reference to it. |
| Clarification of existing fee | <u>Plan Review</u> ; Residential Model Home <del>Design</del> Review              | Per Submittal           |                          | \$100.00       |                 |                                                                                                                                                                                                                                                                          | Clarification to description to better describe the intended use.                                                                                                                                                                                                                                                   |
| Clarification of existing fee | Plan Review; New <del>SFR</del> <u>Residential permit</u> with pre-approved model | Per Submittal           |                          | \$40.00        |                 |                                                                                                                                                                                                                                                                          | Clarification to description to better describe the intended use.                                                                                                                                                                                                                                                   |
| Clarification of existing fee | Right of Way permit, base fee                                                     | Per Permit              | Per Permit               | \$250.00       | \$ 250.00       | Includes basic ROW access, traffic control review, and/or hauling within ROW of 7 or more trucks. Town projects subject to provisions of Marana ORD 2016.002. <u>Driveways constructed concurrent with a custom home Type 1 grading permit are exempt from ROW fees.</u> | We have already permitted and charged fees for the home's grading and construction. The driveway fee seems petty.                                                                                                                                                                                                   |
| Decrease existing fee         | General Plan Map Amendment-Minor                                                  | Per Amendment           | Per Amendment            | \$1,700.00     | \$1,500.00      |                                                                                                                                                                                                                                                                          | Reduce fee                                                                                                                                                                                                                                                                                                          |
| Decrease existing fee         | Temporary Use Permit; Administrative Process, no council action required          | Per Application         | Per Application          | \$75.00        | \$50.00         | Applies to Christmas tree lots, and other seasonal/holiday-related sales lots and includes safety inspection                                                                                                                                                             | Decrease fee to \$50.00 to match a special event permit fee. This process is similar and should not be charged at a higher rate.                                                                                                                                                                                    |

| Proposed Action                   | Fee Description                                     | Current Unit of Measure       | Proposed Unit of Measure | Current Amount | Proposed Amount | Notes                                                                                                                                                                                              | Basis for Change                                                                                                                                                                                                                                                                                                |
|-----------------------------------|-----------------------------------------------------|-------------------------------|--------------------------|----------------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Development Services Cont.</b> |                                                     |                               |                          |                |                 |                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                 |
| Eliminate existing fee            | Special Event Building Permit                       | Per Permit                    |                          | \$30.00        |                 | Plus applicable special event permit fees. This permits is required if structure is greater than 400 square feet.                                                                                  | Remove fee. We are only processing 1 or 2 a year and they are processed as a miscellaneous building permit which already has an established fee.                                                                                                                                                                |
| Eliminate existing fee            | Native Plant Permit; Exception Fee                  | Per Submittal                 |                          | \$50.00        |                 |                                                                                                                                                                                                    | Remove fee. A fee requirement is listed in the Town code. No major review is needed, just minor verification of request for approval. The process of verification will remain, but without a fee.                                                                                                               |
| Eliminate existing fee            | Sign Review Fee; 3 or more Signs                    | Total fee for 3 or more signs |                          | \$150.00       |                 |                                                                                                                                                                                                    | Duplicate. Included in the notes of the Sign Review Fee: Fee is \$75.00 for up to 2 signs and \$150.00 for 3 or more signs.                                                                                                                                                                                     |
| Eliminate existing fee            | Change of Copy Fee                                  | Per Submittal                 |                          | \$15.00        |                 |                                                                                                                                                                                                    | Remove fee. A permit is no longer required for a sign change of copy per the recently approved sign code update.                                                                                                                                                                                                |
| Eliminate existing fee            | Welcome to Marana business package                  | Per submittal                 |                          | \$100.00       |                 | Fee includes new business license, 1 banner sign permit and occupancy compliance inspection.                                                                                                       | This is not being utilized. This is a packaged fee, which combines 3 other fees into 1 and allows for 1 free temporary sign. A note has been added to the temporary sign fee to allow for the same free banner sign for a new business, providing greater opportunity for use among the effected customer base. |
| Eliminate existing fee            | Manufactured Home or Factory-built building         | Per submittal                 |                          | See note       |                 | Fee determined per state of Arizona schedule. IGA indicates base fee for the installation of a Manufactured Home \$350. Factory-built Building permitting fees are charged per state requirements. | Remove fee. IGA with the State has expired. All submittals and fees are processed by the State.                                                                                                                                                                                                                 |
| Eliminate existing fee            | Site or Plot plan review; Custom home or Model Plan | Per Submittal                 |                          | \$100.00       |                 |                                                                                                                                                                                                    | Duplicate of Plan Review; Residential Model Home                                                                                                                                                                                                                                                                |
| Eliminate existing fee            | Development Agreement Preparation Fee               | Per agreement                 | n/a                      | \$500.00       | n/a             | This is the proposed base fee. The Town Manager has the authority to waive this fee for agreements the Manager believes provides substantial economic development benefits to the Town.            | The fee has rarely been charged as most development agreements provide substantial economic development benefits to the Town and the fee is waived.                                                                                                                                                             |

| Proposed Action                   | Fee Description                                               | Current Unit of Measure | Proposed Unit of Measure | Current Amount               | Proposed Amount | Notes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Basis for Change                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------|---------------------------------------------------------------|-------------------------|--------------------------|------------------------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Development Services Cont.</b> |                                                               |                         |                          |                              |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                    |
| Eliminate existing fee            | Development Agreement Supplemental Fee                        | per hour                | n/a                      | \$100                        | n/a             | Or actual fees and costs charged by outside counsel, if the Town determines outside counsel is needed for the particular agreement. This fee is in addition to the "Development agreement preparation fee," and is for time spent by attorneys beyond either (1) the first five hours of attorney time, if the agreement is being prepared by in-house attorneys, or (2) the first \$500 of outside counsel fees and costs, if the agreement is being prepared by outside counsel. The Town Manager has the authority to waive this fee for agreements the Manager believes provide substantial economic development benefits to the Town. | The fee has rarely been charged as most development agreements provides substantial economic development benefits to the Town and the fee is waived. Fee will be replaced with new Agreement Preparation Fee to cover outside counsel costs.                                                                                                                       |
| Increase existing fee             | Signs; <del>Planned</del> sign program                        | Per submittal           | Per Application          | \$560.00                     | \$600.00        | Revisions to accepted plans are charged \$200.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Fee increased to account for the additional staff time required for planning commission as part of the sign code update. Removed "planned" from the description to allow this fee to also be used for new residential subdivision sign program fee established in the sign code update. It is expected that staff time will be similar for both programs           |
| Modify existing fee               | Signs; Temporary Sign                                         | Per Sign                |                          | \$10.00                      |                 | Fee does not apply for construction zones per Town Sign Code and <u>temporary signs that are part of an approved residential subdivision sign program. Fee is waived, one-time only for a new business to display in accordance with the Town Sign Code at or near opening.</u>                                                                                                                                                                                                                                                                                                                                                            | Modified notes to waive the temporary sign application fee when the temporary sign is part of an approved residential sign program. The sign is reviewed for compliance with the sign code when the residential sign program is reviewed. An additional review or charge is not necessary. Added a note to allow 1 free banner sign as incentive to new businesses |
| Modify existing fee               | Miscellaneous Town Council and/or Planning Commission Action  | Per submittal           |                          | \$250                        |                 | For <u>wireless permit appeals</u> , planning, zoning or developer-generated actions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Note change only to add appeals in description to establish fee for wireless permit appeals per Marana Town Code 17-18-5.                                                                                                                                                                                                                                          |
| Modify existing fee               | Specific Plan <del>Land Use</del> Designation Major Amendment | Per submittal           | Per submittal            | See Note                     | \$5,000.00      | <del>Fee is same as total application fee for specific plan as calculated.</del> Fee includes associated text amendments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Modification to encompass all changes associated with a land use change. Also modified the fee structure to a flat fee that more accurately reflects staff time to review/approve.                                                                                                                                                                                 |
| Modify existing fee               | General Plan Map Amendment-Major                              | Per Amendment           | Per Amendment            | \$2600.00 + \$40.00 per acre | \$3,000.00      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | No history of previous requests were found. Reduced fee to simplify and more accurately represent the work involved for mapping, notices and public hearing                                                                                                                                                                                                        |

| Proposed Action               | Fee Description                 | Current Unit of Measure | Proposed Unit of Measure | Current Amount | Proposed Amount | Notes                                                                                                                                                                                                    | Basis for Change                                             |
|-------------------------------|---------------------------------|-------------------------|--------------------------|----------------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| <b>Municipal Court</b>        |                                 |                         |                          |                |                 |                                                                                                                                                                                                          |                                                              |
| Clarification of existing fee | Fee for Taking Default Judgment | Per judgment            | Per judgment             | \$65.00        | \$65.00         | <u>Town Magistrate may waive fee based on defendant's financial report or in the interests of justice</u>                                                                                                | Add note to clarify Town Magistrate's authority to waive fee |
| Clarification of existing fee | Jail Reimbursement Fee          | Per sentence            | Per sentence             | See note       | See note        | Fee is the actual cost to the Town. <u>Town Magistrate may waive fee based on defendant's financial report or in the interests of justice</u>                                                            | Add note to clarify Town Magistrate's authority to waive fee |
| Clarification of existing fee | Prosecution Fee                 | Per citation            | Per citation             | \$40.00        | \$40.00         | <u>Town Magistrate may waive fee based on defendant's financial report or in the interests of justice</u>                                                                                                | Add note to clarify Town Magistrate's authority to waive fee |
| Clarification of existing fee | Administrative Warrant Fee      | Per warrant             | Per warrant              | \$30           | \$30            | <u>Town Magistrate may waive fee based on defendant's financial report or in the interests of justice</u>                                                                                                | Add note to clarify Town Magistrate's authority to waive fee |
| Clarification of existing fee | Court Improvement Fee           | Per citation            | Per citation             | \$35           | \$35.00         | <u>Town Magistrate may waive fee based on defendant's financial report or in the interests of justice</u>                                                                                                | Add note to clarify Town Magistrate's authority to waive fee |
| Clarification of existing fee | Jury Cancellation Fee           | Per incidence           | Per incidence            | See note       | See note        | Fee is the actual cost to the Town. <u>Town Magistrate may waive fee based on defendant's financial report or in the interests of justice</u>                                                            | Add note to clarify Town Magistrate's authority to waive fee |
| Clarification of existing fee | Court-Monitored Probation Fees  | Per sentence            | Per sentence             | See note       | See note        | Fee is the actual cost to the Town but not less than the amount specified in A.R.S. 13-901(A). <u>Town Magistrate may waive fee based on defendant's financial report or in the interests of justice</u> | Add note to clarify Town Magistrate's authority to waive fee |

| Proposed Action               | Fee Description                                                                                                                                                             | Current Unit of Measure | Proposed Unit of Measure | Current Amount | Proposed Amount | Notes                                                                                                                                                                                                                                                               | Basis for Change                                                                                                                                                                                                            |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|--------------------------|----------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Parks &amp; Recreation</b> |                                                                                                                                                                             |                         |                          |                |                 |                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                             |
| Add new fee                   | Commercial Use Fee for Trails & Paths (excursions, races, guided tours, etc.)                                                                                               |                         | Per Person               |                | \$2.00          | For commercial activity on established Town trails and shared use path. May be subject to an approved Commercial Use Permit (additional cost \$75 with resubmittal every 6 months) or Special Event Permit (additional \$50 or \$300 based on event location type). | Allows department to coordinate and authorize commercial use of trail and path assets to ensure impact and liabilities are being considered in advance. Aligns Marana fees for similar use with Pima County and Oro Valley. |
| Add new fee                   | Concession Stand Commercial Use Fee (Special Events, Sports Tournaments, Races, etc.)                                                                                       |                         | Daily                    |                | \$75.00         | Commercial or special event use of concession stands. Requires approved Concession Stand Rental Agreement (Fee does not apply during regular season for Youth/Nonprofit leagues with approved field contract user agreements)                                       | Allows the department to expand access to Town operated concession stands for commercial use.                                                                                                                               |
| Add new fee                   | Concession Stand Lost Key Fee                                                                                                                                               |                         | Per Occurrence           |                | \$100           |                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                             |
| Add new fee                   | Youth Non-Profit Contract User Groups; Park Facility Rental; Multi-Purpose, Baseball, Softball Field, Basketball Court, Tennis Court or Volleyball Court (Premium Hour Fee) |                         | Per Hour                 |                | \$5.00          | Discounted rate for qualifying youth, contract, non-profit league providers. Use is a flat rate during approved park hours (premium use hours and fees do not apply). User must be eligible for a field contract with the Town and provide proof of 501c3           | A reduced fee creation in efforts to better support services being provided for Marana's youth that are supplemental to Town services.                                                                                      |
| Modify existing fee           | Park Facility Rental; Community Garden Plot                                                                                                                                 |                         |                          |                |                 | <del>8'x40' plot, Includes: selfwatering garden beds and access to shared tools. and programing access.</del>                                                                                                                                                       | Update Description:<br><del>8'x40' plot, Includes: selfwatering garden beds and</del><br><del>access to shared tools. and programing access.</del>                                                                          |