



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, September 17, 2019, at or after 7:00 PM

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

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Marana Town Council and to the general public that the Town Council will hold a meeting open to the public on September 17, 2019, at or after 7:00 PM located in the Council Chambers of the Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

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

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

Meeting Times

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

Speaking at Meetings

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

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

Accessibility

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

Agendas

Copies of the agenda are available the day of the meeting in the lobby outside the Council Chambers or online at www.maranaaz.gov under Agendas and Minutes. For questions about the Council meetings, special services or procedures, please contact the Town Clerk, at (520) 382-1999, Monday through Friday from 8:00 AM to 5:00 PM.

This Notice and Agenda Posted no later than 24 hours prior to the meeting, at the Marana Municipal Complex, 11555 W. Civic Center Drive, the Marana Operations Center, 5100 W. Ina Road, and at www.maranaaz.gov under Agendas and Minutes.

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

CALL TO THE PUBLIC

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

PROCLAMATIONS

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. 2019-088: Relating to Addressing; renaming the portion of Hidden Saguaro Trail located east of Saguaro Peaks Boulevard to Garnet Range Loop (Christen Bilow)
- C2 Resolution No. 2019-089: Relating to Development; approving the 'Final Plat for Saguaro Bloom "7A", Lots 1-202, Blocks "7B" and "7C" (Future Residential) and Common Areas A (Drainage/Open Space) and "B" (Park),' located at the southeast corner of Lambert Lane and Saguaro Peaks Boulevard; and re-designating and reclassifying certain Town-owned drainageway and open space as right-of-way (Steven E. Vasquez)
- C3 Resolution No. 2019-090: Relating to Parks and Recreation; approving and authorizing the Town Manager to execute a Tree Resource Enhancement and Engagement Program Grant Agreement (No. TREE 17-105) between the Arizona Department of Forestry and Fire Management and the Town of Marana for grant funding for the El Rio Preserve Riparian Restoration Project (Kristin Taft)
- C4 Resolution No. 2019-091: Relating to Police Department; approving and authorizing the Chief of Police and the Town Manager to execute GOHS Contract Numbers 2020-PTS-030 and 2020-II-003 between the State of Arizona by and through the Governor's Office of Highway Safety (GOHS) and the Town of Marana for grant funding for DUI/Impaired Driving Enforcement Program, enforcement related materials and supplies, and STEP Enforcement Program (Kristin Taft)
- C5 Resolution No. 2019-092: Relating to Municipal Court; approving the reappointment of Michael Aaron, Kenneth Bowman, Maria Felix, and Ronald Newman and the appointment of Frank Anjakos as magistrates pro tempore for the Marana Municipal Court (Laine Sklar)
- C6 Resolution No. 2019-093: Relating to Development; approving a release of assurances for Del Webb at Dove Mountain VII Lots 455-553 subdivision and accepting public improvements for maintenance (Keith Brann)

C7 Resolution No. 2019-094: Relating to Utilities; approving and authorizing the Water Director to sign Amendment No. 2 to Resource Aggregation Contract No. 11 DSR 12215 among United States Department of Energy Western Area Power Administration, Town of Marana, Arizona Water Department, and Arizona Electric Power Cooperative, Inc. (Scott Schladweiler)

C8 Approval of the September 3, 2019 Regular Council Meeting Summary Minutes (Cherry L. Lawson)

LIQUOR LICENSES

- L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a new series 7 Beer and Wine bar liquor license application submitted by Brian Euaine Vance on behalf of Catalina Brewing Company located at 6918 N. Camino Martin Suite #120, Tucson, Arizona 85741 after proper posting has been completed (Cherry L. Lawson)
- L2 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an Owner Transfer series #009 Liquor Store liquor license application submitted by Inder Preet Kaur on behalf of Arco AM/PM, located at 3825 W. Orange Grove Road, Tucson, Arizona 85741 (Cherry L. Lawson)
- L3 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a new series #012 restaurant liquor license application submitted by Tyler Raymond Leveque on behalf of Baja Cafe, located at 3930 W. Ina Road #322, Tucson, Arizona 85741 (Cherry L. Lawson)

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

- A1 PUBLIC HEARING: Ordinance No. 2019.020, Relating to Development, approving amendments to the Marana Main Street Specific Plan (Cynthia Ross)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

- DI Relating to Floodplain Management; a presentation and possible direction regarding the findings from the second phase of the Town of Marana's northwest drainage study (Keith Brann)

- D2 Relating to Development and Public Works; update, discussion, and possible direction regarding public and private projects and development applications on the Town's [Marana Current and Proposed Projects](#) internet site (Jamsheed Mehta)
- D3 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

C1

Meeting Date: 09/17/2019

To: Mayor and Council

From: Christen Bilow, Business Process Analyst

Date: September 17, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2019-088: Relating to Addressing; renaming the portion of Hidden Saguaro Trail located east of Saguaro Peaks Boulevard to Garnet Range Loop (Christen Bilow)

Discussion:

Baker and Associates Engineering has submitted a request for approval of a final plat for Saguaro Bloom Block 7, which is on tonight's agenda for approval. The Saguaro Bloom Block 7 plat dedicates Garnet Range Loop, a road that will intersect on the north with Saguaro Peaks Boulevard and will tie in on the south to Hidden Saguaro Trail, which also intersects with Saguaro Peaks Boulevard.

Section X.040.C.15.d. of the Town's Addressing Manual defines a loop as a "horseshoe-shaped street having two distinct intersections with the same street." Section X.040.C.16.e. of the Town Addressing Manual provides that a loop street "shall have a unique street name and shall not assume the name of any aligned street, and shall only occur on one side of the intersected street."

To comply with the Town's Addressing Manual, the portion of Hidden Saguaro Trail located east of Saguaro Peaks Boulevard needs to be renamed Garnet Range Loop. There are no existing property addresses affected by the renaming of this segment of street.

Staff Recommendation:

Staff recommends adoption of Resolution 2019-088, renaming the portion of Hidden Saguaro Trail located east of Saguaro Peaks Boulevard to Garnet Range Loop.

Suggested Motion:

I move to adopt Resolution 2019-088, renaming the portion of Hidden Saguaro Trail located east of Saguaro Peaks Boulevard to Garnet Range Loop.

Attachments

Resolution 2019-088 Street Name Change

Map

MARANA RESOLUTION NO. 2019-088

RELATING TO ADDRESSING; RENAMING THE PORTION OF HIDDEN SAGUARO TRAIL LOCATED EAST OF SAGUARO PEAKS BOULEVARD TO GARNET RANGE LOOP

WHEREAS Baker and Associates Engineering, Inc. has applied on behalf of D. R. Horton, Inc. for approval of the 'Final Plat for Saguaro Bloom "7A", Lots 1-202, Blocks "7B" and "7C" (Future Residential) and Common Areas A (Drainage/Open Space) and "B" (Park)' (the "Saguaro Bloom Block 7 Plat"), located at the southeast corner of Lambert Lane and Saguaro Peaks Boulevard; and

WHEREAS Garnet Range Loop as depicted on the Saguaro Bloom Block 7 Plat is a loop street as defined in the Town's Addressing Manual by virtue of its intersection on the north with Saguaro Peaks Boulevard and its tie-in on the south to Hidden Saguaro Trail, which also intersects with Saguaro Peaks Boulevard; and

WHEREAS the Town's Addressing Manual provides that a loop street "shall have a unique street name and shall not assume the name of any aligned street, and shall only occur on one side of the intersected street"; and

WHEREAS the portion of Hidden Saguaro Trail located east of Saguaro Peaks Boulevard needs to be renamed Garnet Range Loop to comply with the Town's Addressing Manual; and

WHEREAS no existing addresses will be affected by this change; and

WHEREAS the Marana Town Council finds that changing the street name is in the best interests of the Town and the public.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona that the portion of Hidden Saguaro Trail located east of Saguaro Peaks Boulevard is hereby renamed Garnet Range Loop.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of September, 2019.

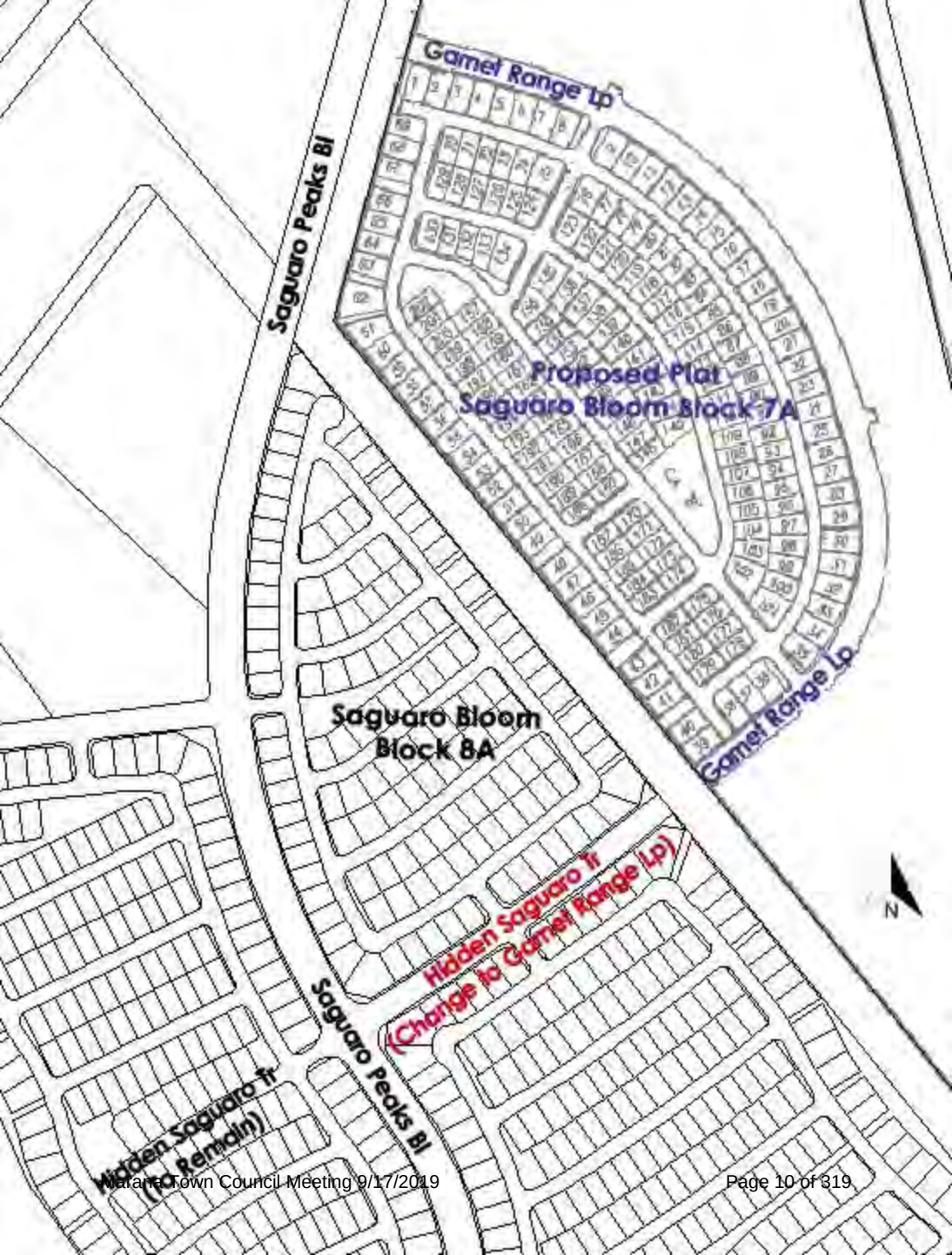
Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney





Council-Regular Meeting

C2

Meeting Date: 09/17/2019

To: Mayor and Council

From: Steven Vasquez, Senior Planner

Date: September 17, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2019-089; Relating to Development; approving the 'Final Plat for Saguaro Bloom "7A", Lots 1-202, Blocks "7B" and "7C" (Future Residential) and Common Areas A (Drainage/Open Space) and "B" (Park),' located at the southeast corner of Lambert Lane and Saguaro Peaks Boulevard; and re-designating and reclassifying certain Town-owned drainageway and open space as right-of-way (Steven E. Vasquez)

Discussion:

Request

Baker and Associates Engineering, Inc., on behalf of DR Horton, Inc., is requesting the approval of a final plat consisting of 202 lots, Blocks 7B and 7C (future residential) and Common Areas "A" and "B" on 121.14 acres within the Saguaro Bloom development.

Location

The subdivision will be located within Block 7 of the Saguaro Springs block plat (Bk. 58, Pg. 23) at the southeast corner of Lambert Lane and Saguaro Peaks Boulevard.

Zoning

The zoning for Block 7 is R-6 (Single Family Residential - minimum lot size of 6,000 square feet). The minimum lot size is 6,007 square feet. The maximum lot size is 11,075 square feet. The average lot size is 6,828 square feet.

Land Use

The plat proposes 202 lots, Blocks 7B and 7C (future residential) [71 acres], Common Area "A" (drainage/open space) [2.8 acres], Common Area B (Park) [1 acre]. The proposed density of Block 7A is 4.0 residences per acre. The gross density for all of Block

7 is currently 1.7 residences per acre and planned to increase density as Blocks 7B and 7C are developed.

Transportation

The subdivision has two entries with 78 foot right-of-way widths, both on Garnet Range Loop. One entry will be off Saguaro Peaks Boulevard, and the second entry will be off a portion of right-of-way through Block 8A renamed from Hidden Saguaro Trail to Garnet Range Loop to Saguaro Peaks Boulevard. Both of these entries will require reclassifying a portion of Block D adjacent to Block 7 from public drainageway and open space to right-of-way.

The subdivision has a typical internal, public street section utilizing a 42 foot wide right-of-way.

Park Requirement and Trail Connectivity

The 202 residential lots in Block 7A require a minimum of 37,370 square feet of improved recreation area. A 45,576 square foot active recreation area is planned in Common Area "B", located in the center of the southern portion of the subdivision, adjacent to lots 145 and 146.

A decomposed granite trail between lots 62 and 63, with an ADA-compliant ramp, to the existing drainage channel trails will provide connectivity to public sidewalks and planned trail connections. A decomposed granite trail between lots 43 and 44 will provide connectivity to public sidewalks and existing and planned trail connections.

Preliminary Plat

The preliminary plat for Saguaro Bloom Block 7A was approved by adoption of Resolution No. 2019-029 at the April 16, 2019 Town Council meeting.

Staff Recommendation:

Staff has reviewed the request against the requirements of the Land Development Code, the Town Code, and the General Plan. The final plat is in substantial conformance with all required development regulations. Staff recommends adoption of Resolution 2019-089, approving the 'Final Plat for Saguaro Bloom "7A", Lots 1-202, Blocks "7B" and "7C" (Future Residential) and Common Areas A (Drainage/Open Space) and "B" (Park).'

Suggested Motion:

I move to adopt Resolution 2019-089, approving the 'Final Plat for Saguaro Bloom "7A", Lots 1-202, Blocks "7B" and "7C" (Future Residential) and Common Areas A (Drainage/Open Space) and "B" (Park).'

Attachments

Resolution 2019-089 Approving the Final Plat for Saguaro
PRV1904-001 Saguaro Bloom Blk 7A FP
PRV1904-001 Saguaro Bloom Blk 7A FP Map

MARANA RESOLUTION NO. 2019-089

RELATING TO DEVELOPMENT; APPROVING THE 'FINAL PLAT FOR SAGUARO BLOOM "7A", LOTS 1-202, BLOCKS "7B" AND "7C" (FUTURE RESIDENTIAL) AND COMMON AREAS A (DRAINAGE/OPEN SPACE) AND "B" (PARK),' LOCATED AT THE SOUTHEAST CORNER OF LAMBERT LANE AND SAGUARO PEAKS BOULEVARD; AND RE-DESIGNATING AND RECLASSIFYING CERTAIN TOWN-OWNED DRAINAGEWAY AND OPEN SPACE AS RIGHT-OF-WAY

WHEREAS the Mayor and Town Council adopted Resolution No. 2004-015 on April 6, 2004, approving the Final Block Plat for Saguaro Springs, recorded in the Pima County Recorder's office on April 12, 2004 at Book 58 of maps and plats, Page 23 (Sequence 20040700643) (the "Saguaro Springs Block Plat"); and

WHEREAS Baker and Associates Engineering, Inc. has applied on behalf of D. R. Horton, Inc. for approval of the 'Final Plat for Saguaro Bloom "7A", Lots 1-202, Blocks "7B" and "7C" (Future Residential) and Common Areas "A" (Drainage/Open Space) and "B" (Park)' (the "Saguaro Bloom Block 7 Plat"), located at the southeast corner of Lambert Lane and Saguaro Peaks Boulevard; and

WHEREAS the Saguaro Bloom Block 7 Plat is consistent with the preliminary plat for Saguaro Bloom Block 7, approved by Resolution No. 2019-029 on April 16, 2019; and

WHEREAS the Saguaro Springs Block Plat included the dedication of "Saguaro Peaks Boulevard," a public road separated from the northern portion of the Saguaro Bloom Block 7 Plat by Block D of the Saguaro Springs Block Plat; and

WHEREAS the Final Plat for Saguaro Springs Block 8A was recorded in the Pima County Recorder's office on December 21, 2006 at Book 62 of maps and plats, Page 7 (Sequence 20062450478) (the "Saguaro Springs Block 8A Plat"); and

WHEREAS the Saguaro Springs Block 8A Plat included the dedication of "Hidden Saguaro Trail," a public road whose eastern terminus is Block D of the Saguaro Springs Block Plat; and

WHEREAS Block D of the Saguaro Springs Block Plat is designated as "Public Drainageway & Open Space"; and

WHEREAS the Saguaro Bloom Block 7 Plat includes the dedication of Garnet Range Loop; and

WHEREAS the north end of Garnet Range Loop as depicted on the Saguaro Bloom Block 7 Plat connects across Block D of the Saguaro Springs Block Plat to Saguaro Peaks Boulevard; and

WHEREAS the south end of Garnet Range Loop as depicted on the Saguaro Bloom Block 7 Plat connects across Block D of the Saguaro Springs Block Plat to the eastern terminus of Hidden Saguaro Trail as shown on the Saguaro Springs Block 8A Plat; and

WHEREAS the connection of the north end of Garnet Range Loop to Saguaro Peaks Boulevard requires the re-designation and reclassification of a 78-foot strip plus turn-outs of Block D of the Saguaro Springs Block Plat from "Public Drainageway & Open Space" to public right-of-way; and

WHEREAS the connection of the south end of Garnet Range Loop to Hidden Saguaro Trail requires the re-designation and reclassification of a 78-foot strip of Block D of the Saguaro Springs Block Plat from "Public Drainageway & Open Space" to public right-of-way; and

WHEREAS the Marana Town Council has determined that the Saguaro Bloom Block 7 Plat should be approved and that portions of Block D of the Saguaro Springs Block Plat should be re-designated and reclassified as public right-of-way and named Garnet Range Loop.

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

Section 1. The Saguaro Bloom Block 7 Plat is hereby approved.

Section 2. The 78-foot strip plus turn-outs of Block D of the Saguaro Springs Block Plat more particularly depicted and described on page 2 of the Saguaro Bloom Block 7 Plat and the 78-foot strip of Block D of the Saguaro Springs Block Plat more particularly depicted and described on page 5 of the Saguaro Bloom Block 7 Plat are hereby re-designated and reclassified from "Public Drainageway & Open Space" to public right-of-way and named Garnet Range Loop.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of September, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

DEDICATION

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

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

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

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

OTHER EASEMENTS SHOWN ON THIS PLAT ARE GRANTED TO THE TOWN OF MARANA AND TO THE PUBLIC FOR THE PURPOSE OR PURPOSES NOTED ON THIS PLAT.

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

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

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

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

TITLE SECURITY AGENCY, L.L.C.

A DELAWARE LIMITED LIABILITY COMPANY AS TRUSTEE UNDER TRUST NUMBER 201434-T, AND NOT IN ITS CORPORATE CAPACITY.

TRUST OFFICER

BENEFICIARY

D.R. HORTON, INC.
3580 W. INA ROAD, SUITE 100, TUCSON, AZ 85741
520-336-7002

ACKNOWLEDGMENT

STATE OF ARIZONA } S.S.
COUNTY OF PIMA

ON THIS, THE _____ DAY OF _____, 20____, BEFORE ME
PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/
HERSELF TO BE THE TRUST OFFICIAL OF _____
TITLE SECURITY AGENCY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER
TRUST NO. 201434-T AND NOT IN ITS CORPORATE CAPACITY AND ACKNOWLEDGED THAT
HE/SHE, AS THE TRUST OFFICIAL, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING
INSTRUMENT FOR THE PURPOSE(S) THEREIN CONTAINED.

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

NOTARY PUBLIC

ASSURANCES

ASSURANCE IN THE FORM OF THIRD PARTY TRUST AGREEMENTS FROM TITLE SECURITY AGENCY, L.L.C. TRUST NO. 201434-T, AS RECORDED IN SEQUENCE NO. _____ IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS, AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY: _____
TOWN OF MARANA DATE

ASSURED WATER SUPPLY

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

BY: _____
MARANA WATER DIRECTOR DATE

GENERAL NOTES

SEE GENERAL NOTES ON SHEET #6

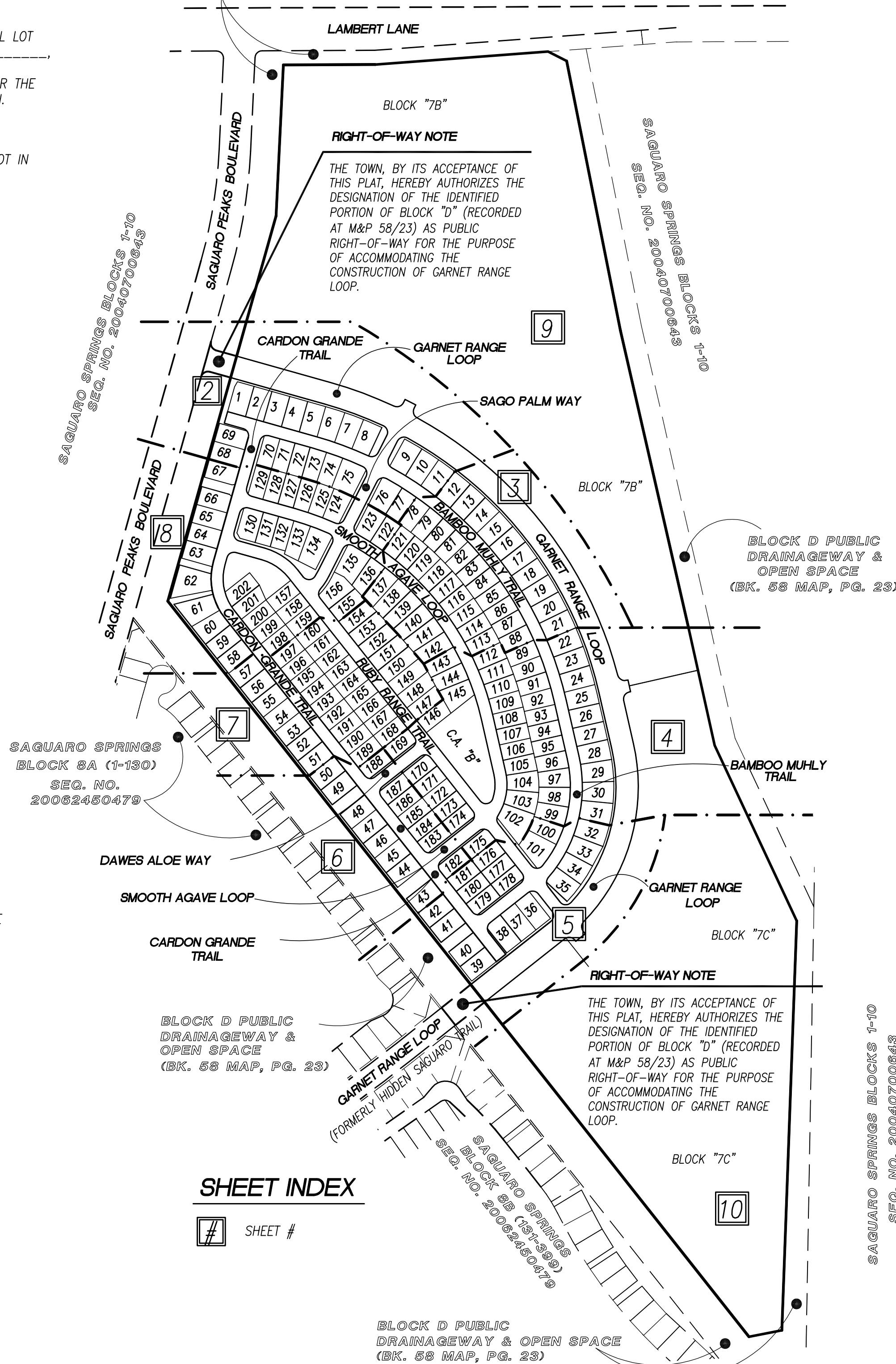
RECORDING DATA

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

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

F. ANN RODRIGUEZ
PIMA COUNTY RECORDER BY DEPUTY

BLOCK D PUBLIC
DRAINAGEWAY &
OPEN SPACE
(BK. 58 MAP, PG. 23)



SHEET INDEX

SHEET

BLOCK D PUBLIC
DRAINAGEWAY &
OPEN SPACE
(BK. 58 MAP, PG. 23)

CERTIFICATIONS

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

JOSHUA S. MOYES
STRATEGIC SURVEYING, L.L.C.
REGISTERED LAND SURVEYOR NO. 47373
STATE OF ARIZONA

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

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

TOWN OF MARANA APPROVALS

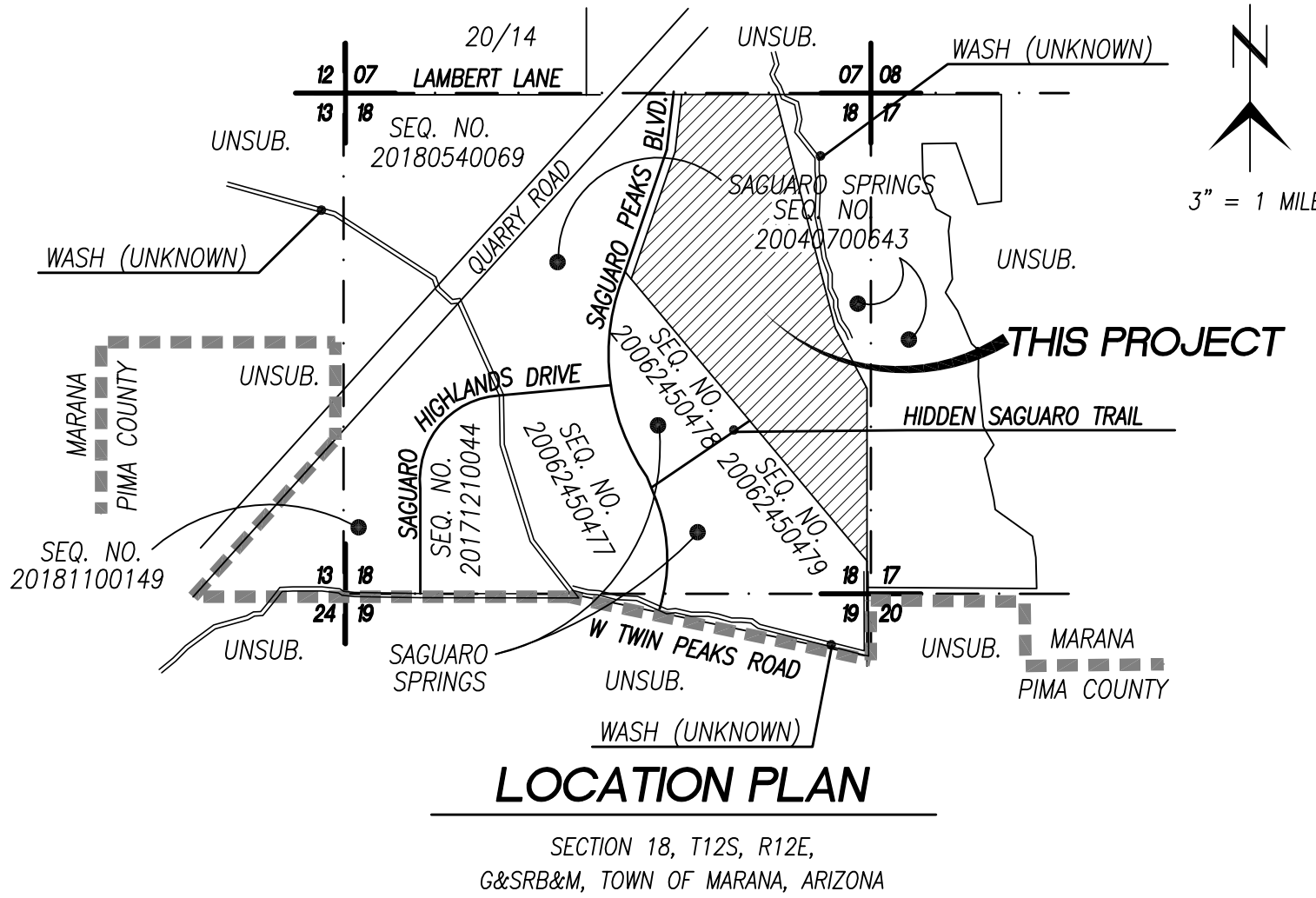
BY: _____ P.E.
MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER DATE

BY: _____
MARANA PLANNING DIRECTOR DATE

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

BY: _____
CLERK OF THE TOWN OF MARANA DATE

BY: _____
MARANA WATER DIRECTOR (FOR SEWER) DATE



LOCATION PLAN

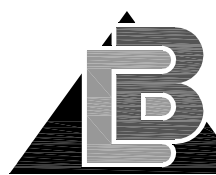
SECTION 18, T12S, R12E,
G&SRB&M, TOWN OF MARANA, ARIZONA

LEGEND

- ▲ FOUND SURVEY MONUMENT PER STRATEGIC SURVEYING, L.L.C.
- △ SURVEY MONUMENT PER TOM STD. DTL. M-103B TO BE SET
- SET PROPERTY CORNER
- └ OR ┐ 1/2" REBAR TO BE SET BY A REGISTERED LAND SURVEYOR
- / — CALCULATED POINT ONLY (NOTHING FOUND OR SET)
- SUBDIVISION BOUNDARY
- C23 CURVE DATA (SEE TABLE, SHEET #12)
- L10 LINE DATA (SEE TABLE, SHEET #12)
- PUBLIC R/W BY THIS PLAT NEW RIGHT-OF-WAY DEDICATED TO THE PUBLIC BY THIS PLAT
- NEW RIGHT-OF-WAY LINE
- NEW RIGHT-OF-WAY LINE (OFFSITE)
- - - EXISTING RIGHT-OF-WAY LINE
- - - STREET CENTERLINE
- - - EASEMENT LINE AS SHOWN (SEE ALSO "EASEMENT KEYNOTES," SHEETS #2 - #8)
- (R) RADIAL
- P/L PROPERTY BOUNDARY LIMITS
- ◇ B3 SIGHT VISIBILITY TRIANGLE EASEMENT AREA (SEE ALSO DETAILS, SHEET #11)

FINAL PLAT for
SAGUARO BLOOM "7A", LOTS 1-202,
BLOCKS "7B" AND "7C" (FUTURE RESIDENTIAL) AND
COMMON AREAS "A" (DRAINAGE/OPEN SPACE) AND "B" (PARK)

BEING A RESUBDIVISION OF BLOCK 7, AS RECORDED IN
SAGUARO SPRINGS, SEQUENCE NO. 20040700643
BEING A PORTION OF SECTION 18, T12S, R12E,
G&SRB&M, TOWN OF MARANA, ARIZONA



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

#PRV1904-001

REF: #PRV-1811-003;
PRV-9955fp; PC29607-002

JOB #2458

AUGUST 28, 2019

SHEET 1 OF 12

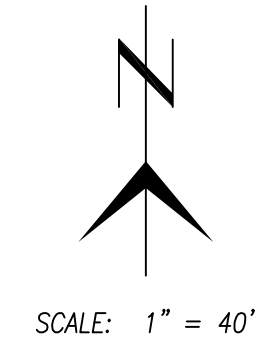
SEQUENCE # _____

MATCHLINE - SEE SHEET #9

BLOCK "7B"

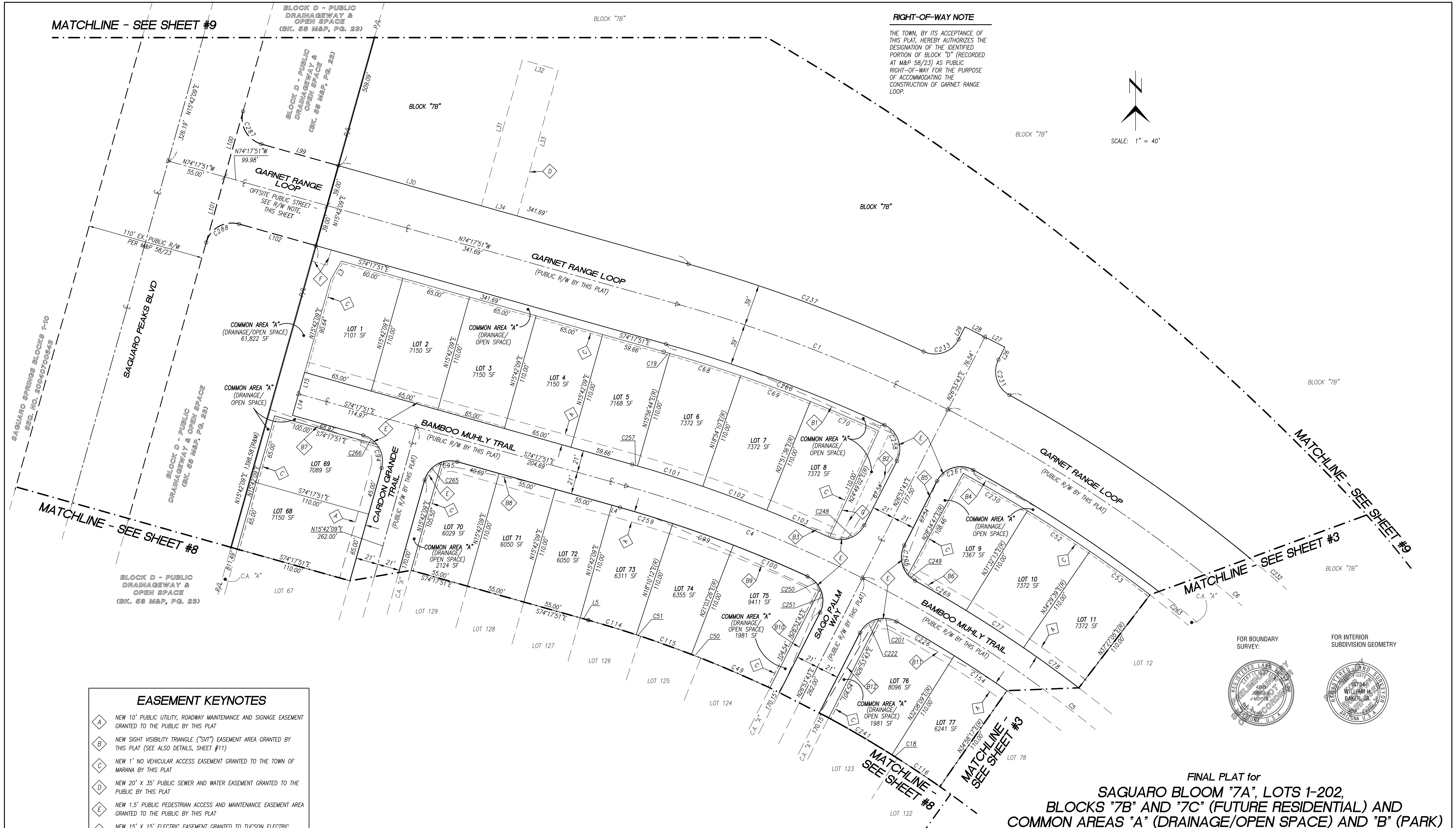
RIGHT-OF-WAY NOTE

THE TOWN, BY ITS ACCEPTANCE OF THIS PLAT, HEREBY AUTHORIZES THE DESIGNATION OF THE IDENTIFIED PORTION OF BLOCK "D" (RECORDED AT M&P 58/23) AS PUBLIC RIGHT-OF-WAY FOR THE PURPOSE OF ACCOMMODATING THE CONSTRUCTION OF GARNET RANGE LOOP.



SCALE: 1" = 40'

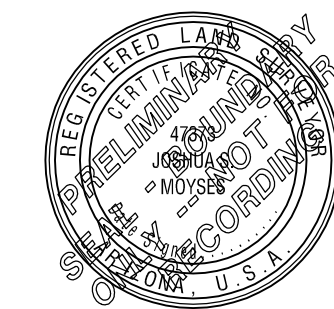
SEQUENCE #



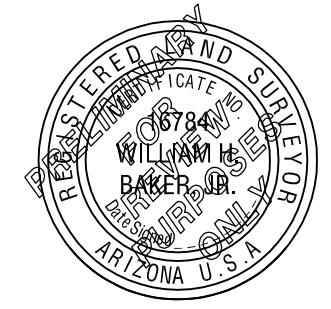
EASEMENT KEYNOTES

- A NEW 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
- B NEW SIGHT VISIBILITY TRIANGLE ("SVT") EASEMENT AREA GRANTED BY THIS PLAT (SEE ALSO DETAILS, SHEET #11)
- C NEW 1' NO VEHICULAR ACCESS EASEMENT GRANTED TO THE TOWN OF MARANA BY THIS PLAT
- D NEW 20' X 35' PUBLIC SEWER AND WATER EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
- E NEW 1.5' PUBLIC PEDESTRIAN ACCESS AND MAINTENANCE EASEMENT AREA GRANTED TO THE PUBLIC BY THIS PLAT
- F NEW 15' X 15' ELECTRIC EASEMENT GRANTED TO TUCSON ELECTRIC POWER BY THIS PLAT
- G NEW 10' ELECTRIC EASEMENT GRANTED TO TUCSON ELECTRIC POWER BY THIS PLAT
- H NEW 15' ELECTRIC EASEMENT GRANTED TO TUCSON ELECTRIC POWER BY THIS PLAT

FOR BOUNDARY SURVEY:



FOR INTERIOR SUBDIVISION GEOMETRY



FINAL PLAT for
SAGUARO BLOOM "7A", LOTS 1-202,
BLOCKS "7B" AND "7C" (FUTURE RESIDENTIAL) AND
COMMON AREAS "A" (DRAINAGE/OPEN SPACE) AND "B" (PARK)

BEING A RESUBDIVISION OF BLOCK 7, AS RECORDED IN
SAGUARO SPRINGS, SEQUENCE NO. 20040700643
BEING A PORTION OF SECTION 18, T12S, R12E,
G&SRB&M, TOWN OF MARANA, ARIZONA



Baker & Associates Engineering, Inc.

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

#PRV1904-001

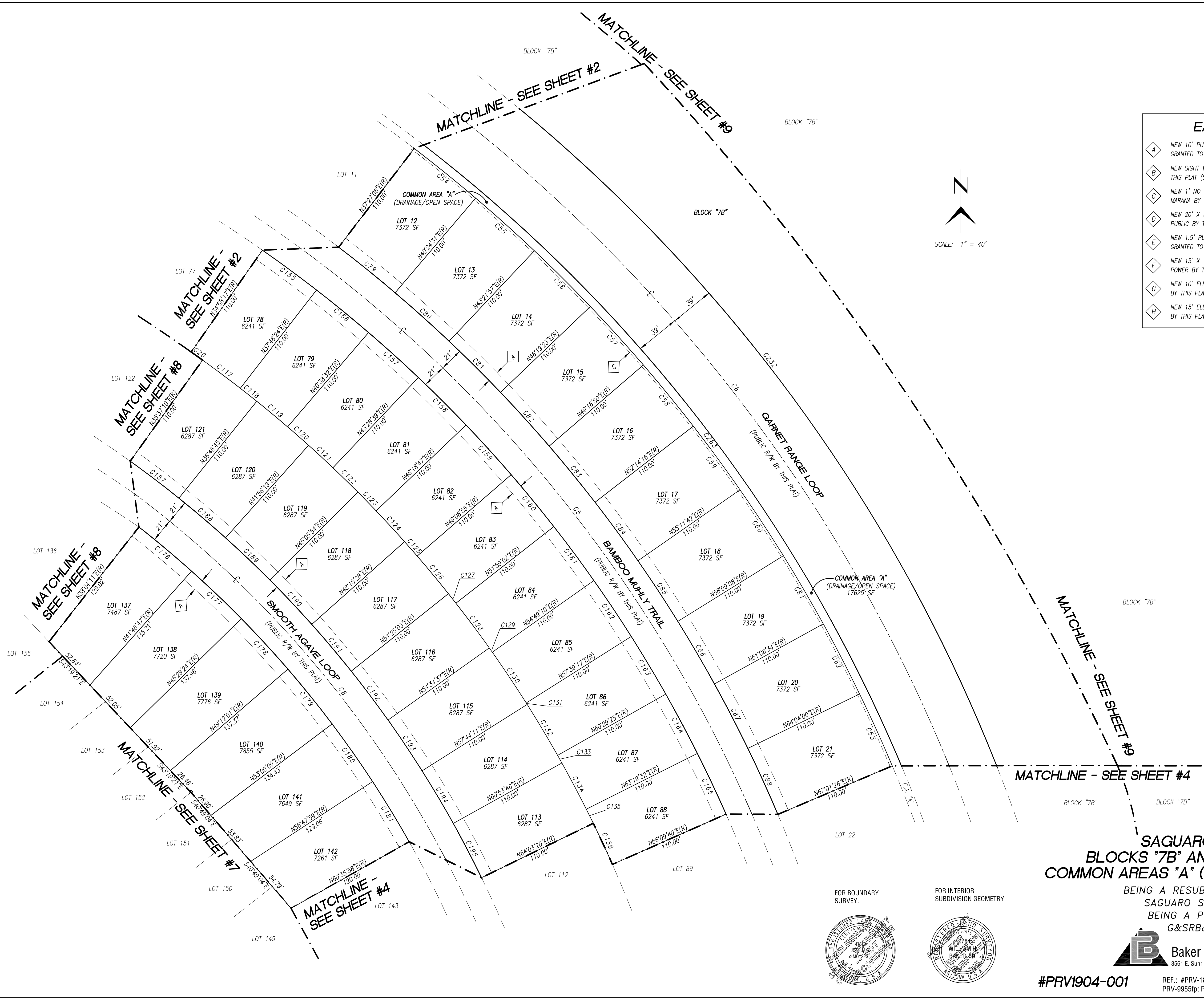
REF: #PRV-1811-003;
PRV-9955fp; PCZ9607-002

JOB #2458

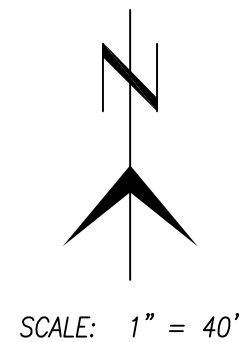
AUGUST 28, 2019

SHEET 2 OF 12

SEQUENCE #



EASEMENT KEYNOTES	
	NEW 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
	NEW SIGHT VISIBILITY TRIANGLE ("SVT") EASEMENT AREA GRANTED BY THIS PLAT (SEE ALSO DETAILS, SHEET #11)
	NEW 1' NO VEHICULAR ACCESS EASEMENT GRANTED TO THE TOWN OF MARANA BY THIS PLAT
	NEW 20' X 35' PUBLIC SEWER AND WATER EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
	NEW 1.5' PUBLIC PEDESTRIAN ACCESS AND MAINTENANCE EASEMENT AREA GRANTED TO THE PUBLIC BY THIS PLAT
	NEW 15' X 15' ELECTRIC EASEMENT GRANTED TO TUCSON ELECTRIC POWER BY THIS PLAT
	NEW 10' ELECTRIC EASEMENT GRANTED TO TUCSON ELECTRIC POWER BY THIS PLAT
	NEW 15' ELECTRIC EASEMENT GRANTED TO TUCSON ELECTRIC POWER BY THIS PLAT

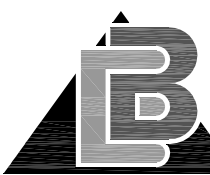


MATCHLINE - SEE SHEET #6

MATCHLINE - SEE SHEET #4

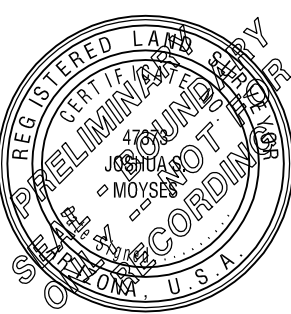
**FINAL PLAT for
SAGUARO BLOOM "7A", LOTS 1-202,
BLOCKS "7B" AND "7C" (FUTURE RESIDENTIAL) AND
COMMON AREAS "A" (DRAINAGE/OPEN SPACE) AND "B" (PARK)**

BEING A RESUBDIVISION OF BLOCK 7, AS RECORDED IN
SAGUARO SPRINGS, SEQUENCE NO. 20040700643
BEING A PORTION OF SECTION 18, T12S, R12E,
G&SRB&M, TOWN OF MARANA, ARIZONA



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

FOR BOUNDARY
SURVEY:



FOR INTERIOR
SUBDIVISION GEOMETRY



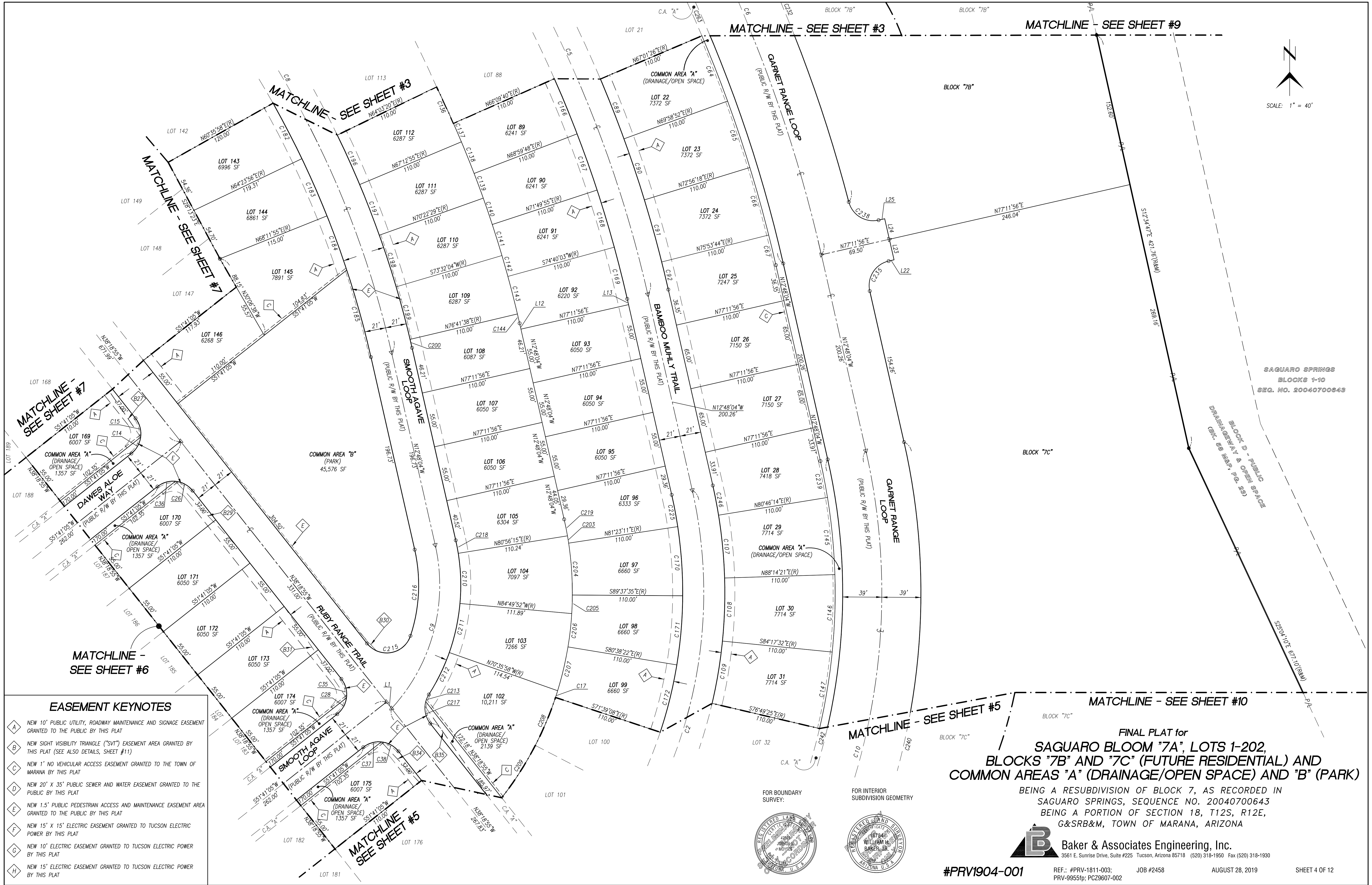
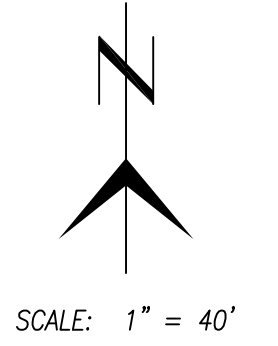
#PRV1904-001

REF.: #PRV-1811-003;
PRV-9955fp; PCZ9607-002

JOB #2458

AUGUST 28, 2019

SHEET 3 OF 12



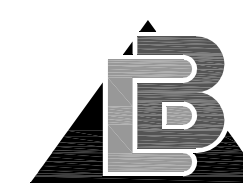
SAGUARO SPRINGS
BLOCKS 1-10
SEQ. NO. 20040700643

BLOCK D - PUBLIC
DRAINAGEWAY & OPEN SPACE
CONF. 68 MAP, PG. 220

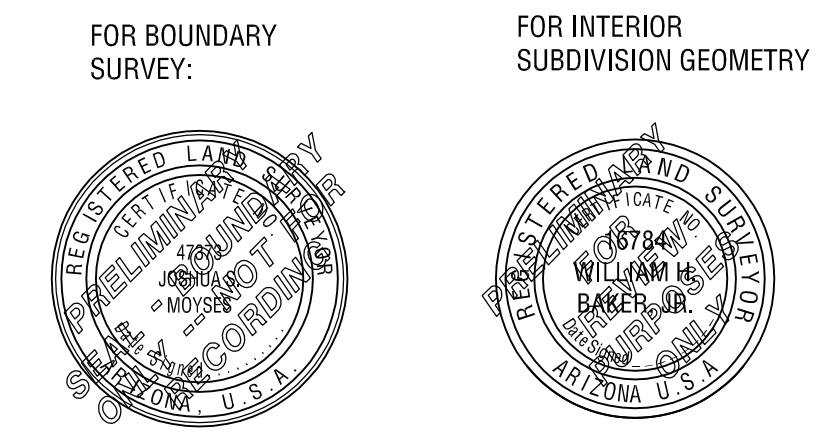
EASEMENT KEYNOTES

- A NEW 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
- B NEW SIGHT VISIBILITY TRIANGLE ("SVT") EASEMENT AREA GRANTED BY THIS PLAT (SEE ALSO DETAILS, SHEET #11)
- C NEW 1' NO VEHICULAR ACCESS EASEMENT GRANTED TO THE TOWN OF MARANA BY THIS PLAT
- D NEW 20' X 35' PUBLIC SEWER AND WATER EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
- E NEW 1.5' PUBLIC PEDESTRIAN ACCESS AND MAINTENANCE EASEMENT AREA GRANTED TO THE PUBLIC BY THIS PLAT
- F NEW 15' X 15' ELECTRIC EASEMENT GRANTED TO TUCSON ELECTRIC POWER BY THIS PLAT
- G NEW 10' ELECTRIC EASEMENT GRANTED TO TUCSON ELECTRIC POWER BY THIS PLAT
- H NEW 15' ELECTRIC EASEMENT GRANTED TO TUCSON ELECTRIC POWER BY THIS PLAT

FINAL PLAT for
**SAGUARO BLOOM 7A, LOTS 1-202,
BLOCKS 7B AND 7C (FUTURE RESIDENTIAL) AND
COMMON AREAS A (DRAINAGE/OPEN SPACE) AND B (PARK)**
BEING A RESUBDIVISION OF BLOCK 7, AS RECORDED IN
SAGUARO SPRINGS, SEQUENCE NO. 20040700643
BEING A PORTION OF SECTION 18, T12S, R12E,
G&SRB&M, TOWN OF MARANA, ARIZONA



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



#PRV1904-001

REF: #PRV-1811-003; JOB #2458 AUGUST 28, 2019 SHEET 4 OF 12
PRV-9955fp; PCZ9607-002

SEQUENCE # _____

RIGHT-OF-WAY NOTE

THE TOWN, BY ITS ACCEPTANCE OF THIS PLAT, HEREBY AUTHORIZES THE DESIGNATION OF THE IDENTIFIED PORTION OF BLOCK "D" (RECORDED AT M&P 58/23) AS PUBLIC RIGHT-OF-WAY FOR THE PURPOSE OF ACCOMMODATING THE CONSTRUCTION OF GARNET RANGE LOOP.

BLOCK D - PUBLIC DRAINAGEWAY & OPEN SPACE (BK. 58 M&P, PG. 23)

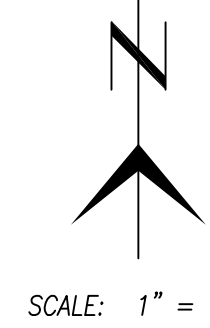
MATCHLINE - SEE SHEET #6

MATCHLINE - SEE SHEET #4

MATCHLINE - SEE SHEET #4

MATCHLINE - SEE SHEET #10

MATCHLINE - SEE SHEET #10



EASEMENT KEYNOTES

- A NEW 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
- B NEW SIGHT VISIBILITY TRIANGLE ("SVI") EASEMENT AREA GRANTED BY THIS PLAT (SEE ALSO DETAILS, SHEET #11)
- C NEW 1' NO VEHICULAR ACCESS EASEMENT GRANTED TO THE TOWN OF MARANA BY THIS PLAT
- D NEW 20' X 35' PUBLIC SEWER AND WATER EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
- E NEW 1.5' PUBLIC PEDESTRIAN ACCESS AND MAINTENANCE EASEMENT AREA GRANTED TO THE PUBLIC BY THIS PLAT
- F NEW 15' X 15' ELECTRIC EASEMENT GRANTED TO TUCSON ELECTRIC POWER BY THIS PLAT
- G NEW 10' ELECTRIC EASEMENT GRANTED TO TUCSON ELECTRIC POWER BY THIS PLAT
- H NEW 15' ELECTRIC EASEMENT GRANTED TO TUCSON ELECTRIC POWER BY THIS PLAT

FINAL PLAT for
SAGUARO BLOOM "7A", LOTS 1-202,
BLOCKS "7B" AND "7C" (FUTURE RESIDENTIAL) AND
COMMON AREAS "A" (DRAINAGE/OPEN SPACE) AND "B" (PARK)

BEING A RESUBDIVISION OF BLOCK 7, AS RECORDED IN
SAGUARO SPRINGS, SEQUENCE NO. 20040700643
BEING A PORTION OF SECTION 18, T12S, R12E,
G&SRB&M, TOWN OF MARANA, ARIZONA



Baker & Associates Engineering, Inc.

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

#PRV1904-001

REF.: #PRV-1811-003;
PRV-9955fp; PCZ9607-002

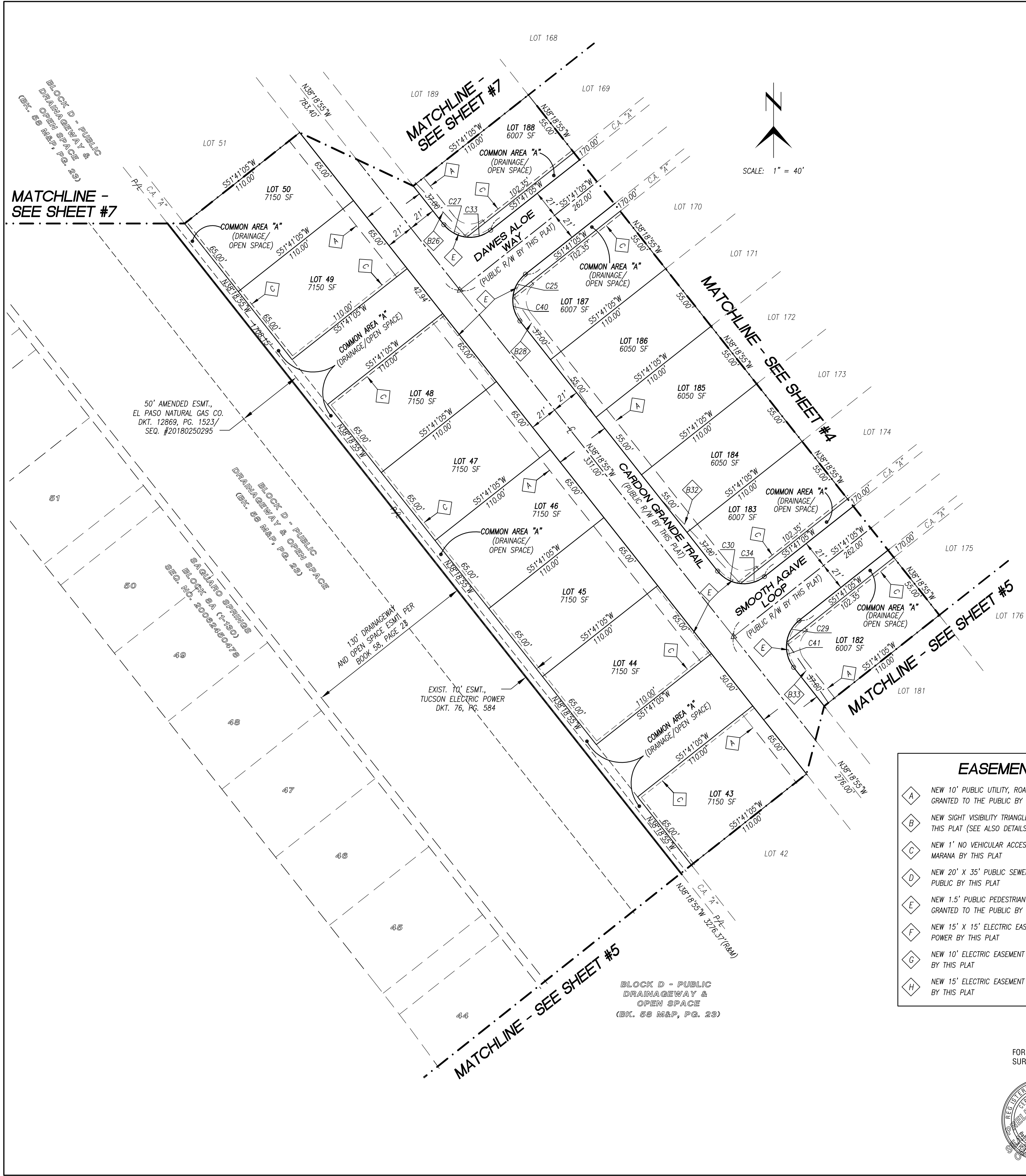
JOB #2458

AUGUST 28, 2019

SHEET 5 OF 12

SEQUENCE #

SEQUENCE #



GENERAL NOTES

1. THE GROSS AREA OF THE SUBDIVISION IS 5,277,088 SF, OR 121.14 ACRES.
2. THE TOTAL NUMBER OF LOTS IS 202; THE TOTAL NUMBER OF BLOCKS IS 2.
3. THE TOTAL AREA OF COMMON AREA "A" (DRAINAGE/OPEN SPACE) IS 2.8 ACRES (125,724 S.F.). THE TOTAL AREA OF COMMON AREA "B" (PARK) IS 1.0 ACRES (45,576 S.F.). THE TOTAL AREA OF BLOCK "7B" (FUTURE RESIDENTIAL) IS 41.2 ACRES (1,796,275 S.F.). THE TOTAL AREA OF BLOCK AREA "7C" (FUTURE RESIDENTIAL) IS 29.8 ACRES (1,298,586 S.F.).
4. TOTAL MILES OF NEW PUBLIC STREETS IS 2.4.
5. MINIMUM ALLOWABLE LOT SIZE 6,000 SF (PER R-6 ZONING). MINIMUM PROVIDED LOT SIZE IS 6,007 SF. AVERAGE LOT SIZE IS 6,828 SF. MAXIMUM LOT SIZE PROVIDED IS 11,075 SF (NOT A RESTRICTION). MAXIMUM ALLOWABLE BUILDING HEIGHT - SEE TABLE, BELOW.
6. BUILDING SETBACKS PER R-6 ZONING
 - FRONT: 16' MINIMUM EXCEPT WHERE GARAGES OPEN OR FACE DIRECTLY ONTO AN ABUTTING STREET, IN WHICH CASE THE GARAGE SETBACK SHALL BE A MINIMUM OF 20'. A MAXIMUM OF 35 PERCENT OF THE LOTS MAY HAVE A REDUCED SETBACK TO THE 16', WITH THE BALANCE OF THE SETBACKS BEING 20' OR GREATER.
 - SIDE: 5' MINIMUM WITH A STREET SIDE YARD (SETBACK) HAVING A MINIMUM OF 10'.
 - REAR: 20' MINIMUM. WHERE THE FRONT YARD (SETBACK) IS INCREASED ABOVE THE 20', THEN THE REAR YARD (SETBACK) MAY BE REDUCED 1' FOR EACH FOOT OF INCREASE, BUT SHALL NOT BE REDUCED TO BELOW 15'. WHERE THE FRONT YARD (SETBACK) IS DECREASED BELOW THE MINIMUM 20', THE REAR YARD (SETBACK) SHALL BE INCREASED 1' FOR EACH FOOT OF DECREASE, BUT SHALL NOT BE REQUIRED TO BE OVER 25'.
7. THERE WILL BE 2 PARKING SPACES PROVIDED FOR EACH LOT ON-SITE (202 x 2 = 404).
8. EXISTING ZONING FOR THIS PROJECT IS R-6, PER TOWN OF MARANA ORDINANCE NO. 97.04.
9. THE GROSS DENSITY FOR THIS PROJECT IS 1.7 RAC. GROSS DENSITY FOR LOTS 1-202 ONLY IS 4.0 RAC.
10. IN ADDITION TO THE ITEMS SHOWN ON SHEETS 2 THROUGH 10, THIS SITE IS ALSO SUBJECT TO THE FOLLOWING IDENTIFIED TITLE ITEMS:
 - BLANKET AVIGATION EASEMENT AND RELEASE FOR MARANA NORTHWEST REGIONAL AIRPORT PER DOCKET 12292/6650.
 - BLANKET UTILITY EASEMENT RIGHTS PER RIGHT-OF-WAY ABANDONMENT PROCEEDING PER DOCKET 1536/365.
 - ALL MINERAL RIGHTS AS RESERVED IN MINERAL DEED AND RESERVATIONS OF SURFACE RIGHTS PER SEQ. 20152610784.
11. NO FURTHER SUBDIVIDING OR LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
12. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
13. OBJECTS AND MATERIALS WITHIN THE SIGHT-VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30 INCHES AND 72 INCHES ABOVE THE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
14. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY IN WRITING THAT ALL IMPROVEMENTS, WHETHER PUBLIC OR PRIVATE, HAVE BEEN CONSTRUCTED, PLACED, INSTALLED, ETC., IN SUBSTANTIAL CONFORMANCE WITH THE ACCEPTED PLANS FOR THIS DEVELOPMENT. CERTIFICATIONS MUST BE SUBMITTED TO THE TOWN OF MARANA PRIOR TO THE REQUEST FOR FINAL INSPECTION AND THE RELEASE OF ASSURANCES.
15. BASIS OF BEARING: THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 12 EAST, AS SHOWN ON THE FINAL PLAT OF SAGUARO SPRINGS, BLOCK 1 THRU 10 AND "A" THRU "D" AND LOTS 1 THRU 9 AND "A" AND "B", AS RECORDED IN BOOK 58 OF MAPS AND PLATS, PAGE 23. SAID BEARING BEING NORTH 89°47'51" EAST.
16. INSTALLATION OF ITEMS SUCH AS LANDSCAPE, HARDSCAPE, IRRIGATION DRAINAGE IMPROVEMENTS, SIGNAGE, MONUMENTATION, WALLS, ETC., WITHIN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATIONS WITHIN THE PUBLIC RIGHTS-OF-WAY.
17. ALL NEW AND EXISTING UTILITIES EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48 KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS, WITHIN OR CONTIGUOUS TO THE SITE, SHALL BE PLACED UNDERGROUND.
18. THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AS ASSURED WATER SUPPLY UNDER ARC 45-576.
19. THIS SUBDIVISION IS SUBJECT TO THE AMENDED AND RESTATED MASTER DECLARATION OF EXISTING COVENANTS, CONDITIONS AND RESTRICTIONS AS RECORDED IN SEQUENCE NUMBER 20123660676.

EASEMENT KEYNOTES

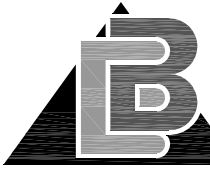
- A NEW 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
- B NEW SIGHT VISIBILITY TRIANGLE ("SVT") EASEMENT AREA GRANTED BY THIS PLAT (SEE ALSO DETAILS, SHEET #11)
- C NEW 1' NO VEHICULAR ACCESS EASEMENT GRANTED TO THE TOWN OF MARANA BY THIS PLAT
- D NEW 20' X 35' PUBLIC SEWER AND WATER EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
- E NEW 1.5' PUBLIC PEDESTRIAN ACCESS AND MAINTENANCE EASEMENT AREA GRANTED TO THE PUBLIC BY THIS PLAT
- F NEW 15' X 15' ELECTRIC EASEMENT GRANTED TO TUCSON ELECTRIC POWER BY THIS PLAT
- G NEW 10' ELECTRIC EASEMENT GRANTED TO TUCSON ELECTRIC POWER BY THIS PLAT
- H NEW 15' ELECTRIC EASEMENT GRANTED TO TUCSON ELECTRIC POWER BY THIS PLAT

BUILDING HEIGHT TABLE

- A. BUILDINGS AND STRUCTURES ERECTED IN THIS ZONE SHALL HAVE A HEIGHT NOT GREATER THAN TWO-STORIES OR TWENTY-FIVE (25) FEET, EXCEPT AS OTHERWISE PERMITTED.
- B. 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 APPROVAL OF THE TOWN COUNCIL.

FINAL PLAT for
SAGUARO BLOOM "7A", LOTS 1-202,
BLOCKS "7B" AND "7C" (FUTURE RESIDENTIAL) AND
COMMON AREAS "A" (DRAINAGE/OPEN SPACE) AND "B" (PARK)

BEING A RESUBDIVISION OF BLOCK 7, AS RECORDED IN
SAGUARO SPRINGS, SEQUENCE NO. 20040700643
BEING A PORTION OF SECTION 18, T12S, R12E,
G&SRB&M, TOWN OF MARANA, ARIZONA



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

#PRV1904-001

REF: #PRV-1811-003;
PRV-9955fp; PC29607-002

JOB #2458

AUGUST 28, 2019

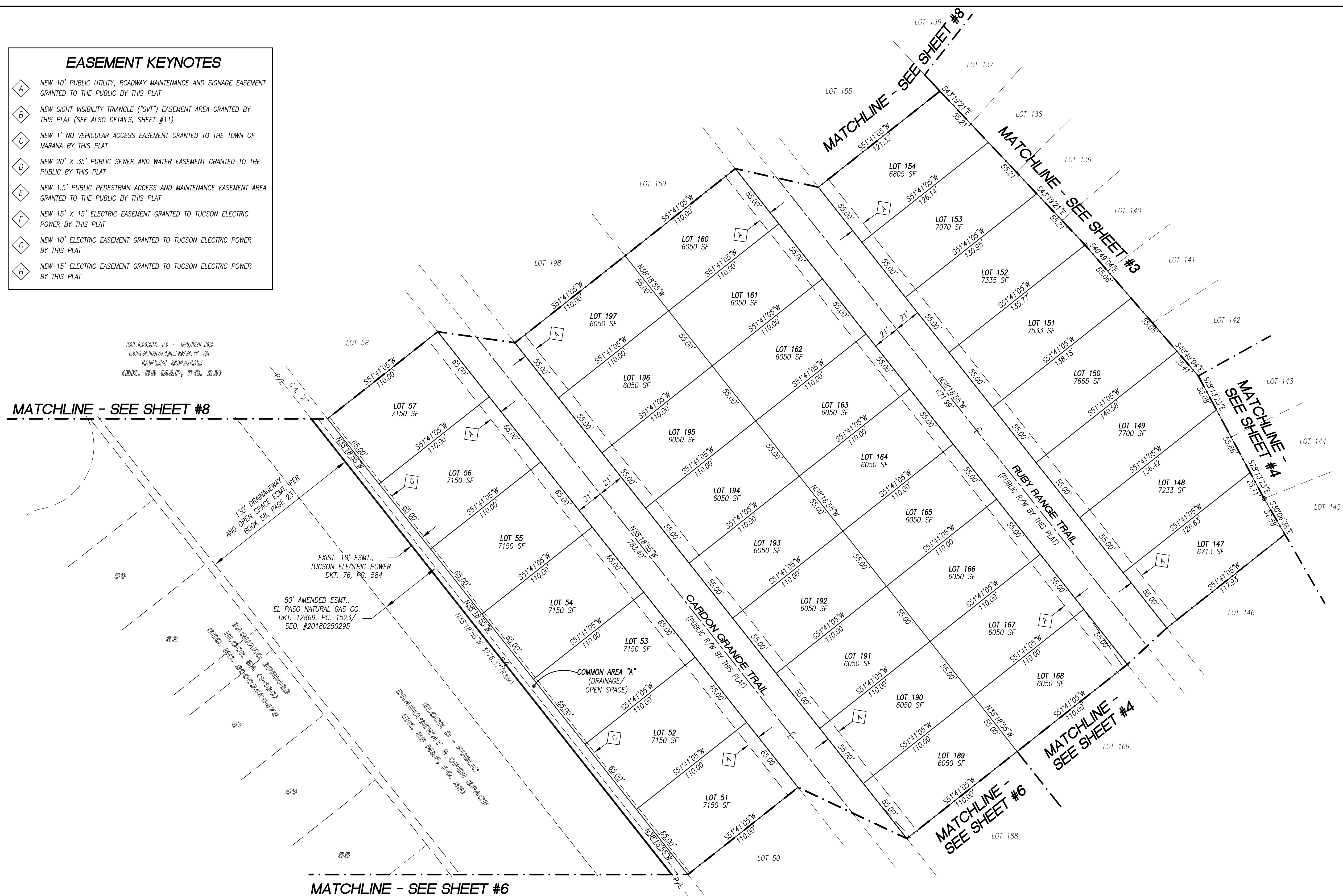
SHEET 6 OF 12

SEQUENCE #

EASEMENT KEYNOTES

A	NEW 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
B	NEW SIGHT VISIBILITY TRIANGLE ("SVI") EASEMENT AREA GRANTED BY THIS PLAT (SEE ALSO DETAILS, SHEET #11)
C	NEW 1' NO VEHICULAR ACCESS EASEMENT GRANTED TO THE TOWN OF MARANA BY THIS PLAT
D	NEW 20' X 35' PUBLIC SEWER AND WATER EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
E	NEW 1.5' PUBLIC PEDESTRIAN ACCESS AND MAINTENANCE EASEMENT AREA GRANTED TO THE PUBLIC BY THIS PLAT
F	NEW 15' X 15' ELECTRIC EASEMENT GRANTED TO TUCSON ELECTRIC POWER BY THIS PLAT
G	NEW 10' ELECTRIC EASEMENT GRANTED TO TUCSON ELECTRIC POWER BY THIS PLAT
H	NEW 15' ELECTRIC EASEMENT GRANTED TO TUCSON ELECTRIC POWER BY THIS PLAT

SEQUENCE #.:

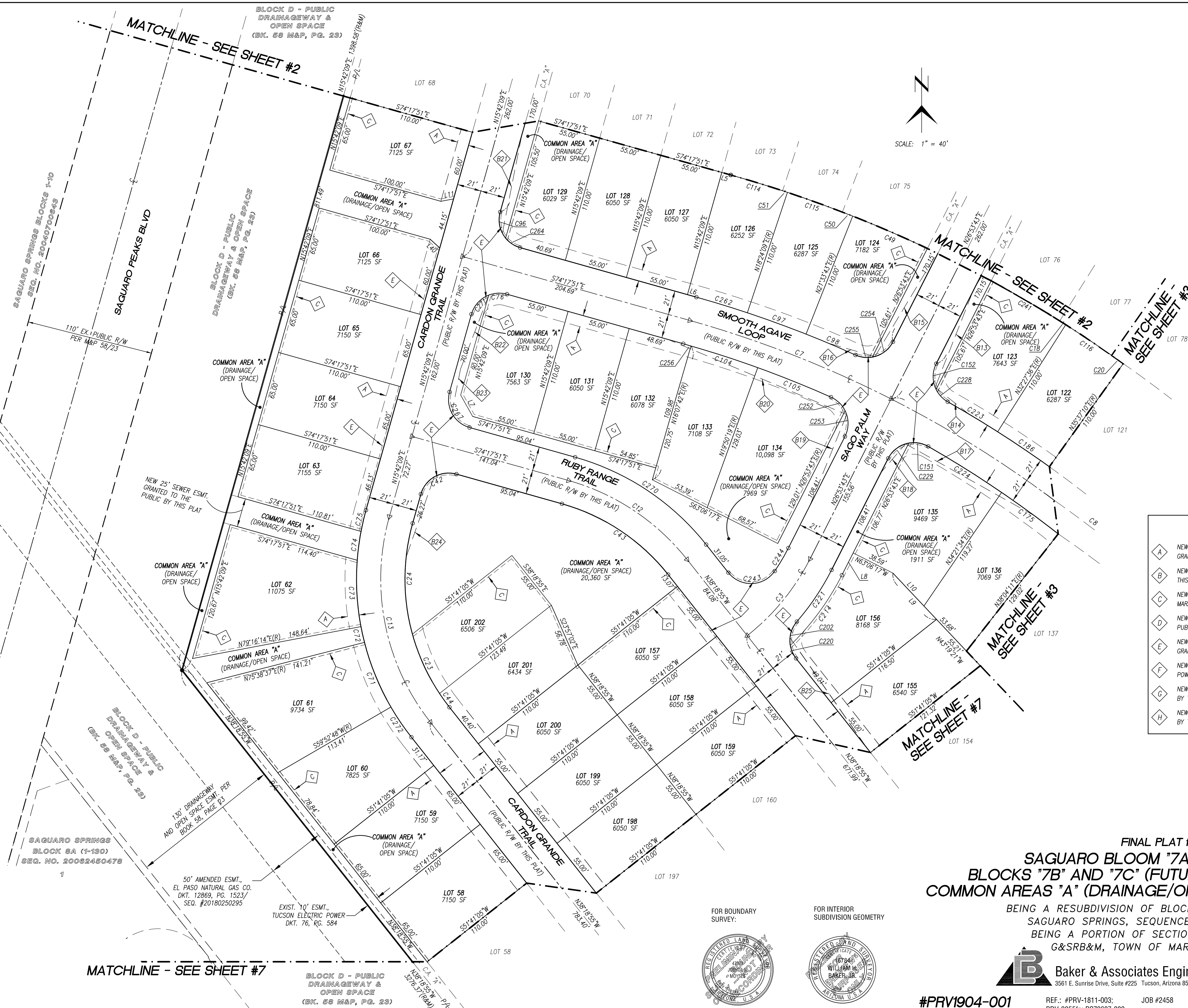


BEING A RESUBDIVISION OF BLOCK 7, AS RECORDED IN
SAGUARO SPRINGS, SEQUENCE NO. 20040700643
BEING A PORTION OF SECTION 18, T12S, R12E,
G&SRB&M, TOWN OF MARANA, ARIZONA

REF.: #PRV-1811-003;
PRV-9955fp; PCZ9607-002

SHEET 7 OF 12

Marana Town Council Meeting 9/17/2015



EASEMENT KEYNOTES

- | | |
|---|--|
|  | NEW 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT |
|  | NEW SIGHT VISIBILITY TRIANGLE ("SVT") EASEMENT AREA GRANTED BY THIS PLAT (SEE ALSO DETAILS, SHEET #11) |
|  | NEW 1' NO VEHICULAR ACCESS EASEMENT GRANTED TO THE TOWN OF MARANA BY THIS PLAT |
|  | NEW 20' X 35' PUBLIC SEWER AND WATER EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT |
|  | NEW 1.5' PUBLIC PEDESTRIAN ACCESS AND MAINTENANCE EASEMENT AREA GRANTED TO THE PUBLIC BY THIS PLAT |
|  | NEW 15' X 15' ELECTRIC EASEMENT GRANTED TO TUCSON ELECTRIC POWER BY THIS PLAT |
|  | NEW 10' ELECTRIC EASEMENT GRANTED TO TUCSON ELECTRIC POWER BY THIS PLAT |
|  | NEW 15' ELECTRIC EASEMENT GRANTED TO TUCSON ELECTRIC POWER BY THIS PLAT |

FINAL PLAT for
SAGUARO BLOOM "7A", LOTS 1-202,
BLOCKS "7B" AND "7C" (FUTURE RESIDENTIAL) AND
COMMON AREAS "A" (DRAINAGE/OPEN SPACE) AND "B" (PARK)

BEING A RESUBDIVISION OF BLOCK 7, AS RECORDED IN
SAGUARO SPRINGS, SEQUENCE NO. 20040700643
BEING A PORTION OF SECTION 18, T12S, R12E,
G&SRB&M, TOWN OF MARANA, ARIZONA



Baker & Associates Engineering, Inc.

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

#PRV1904-001

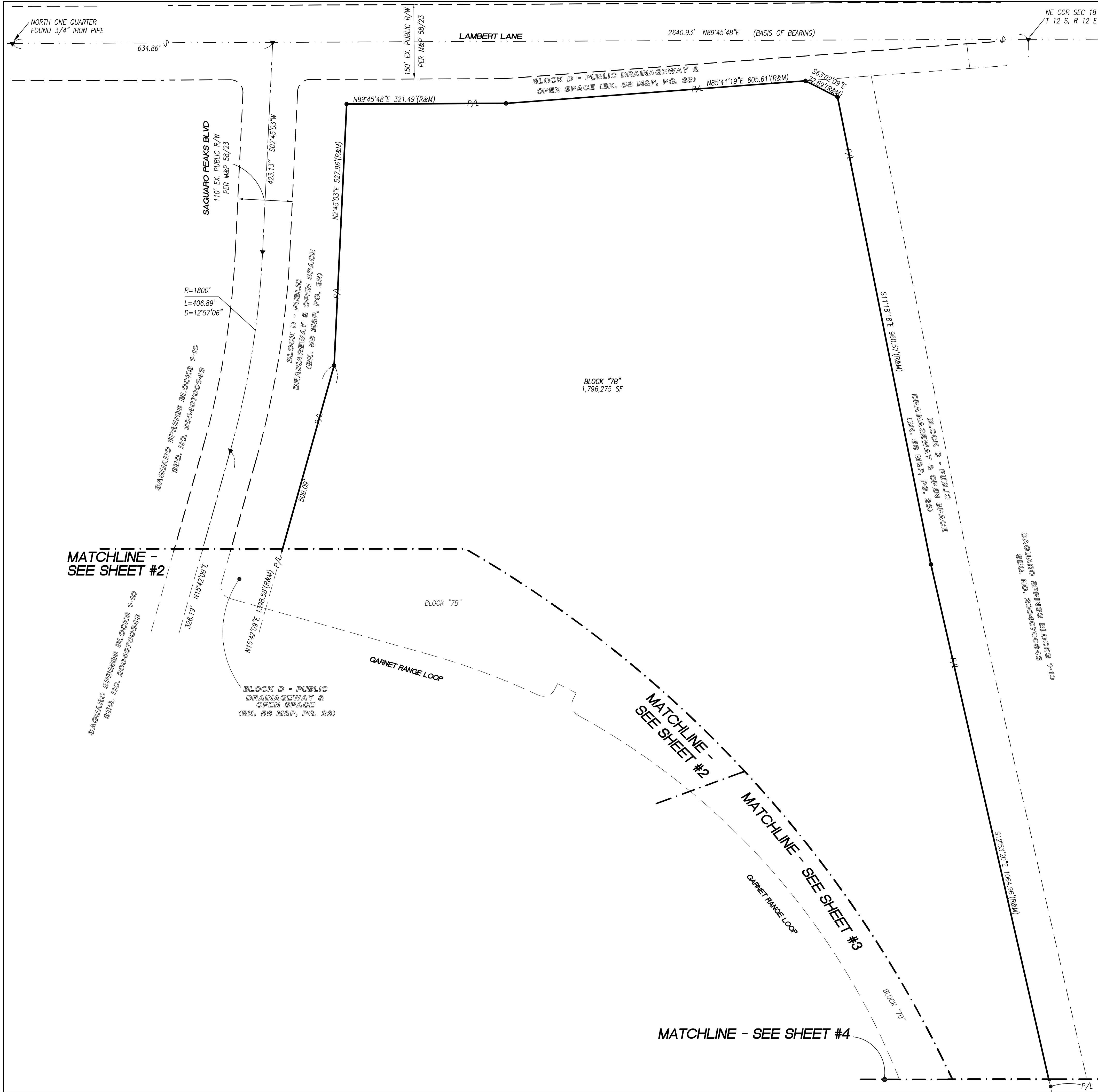
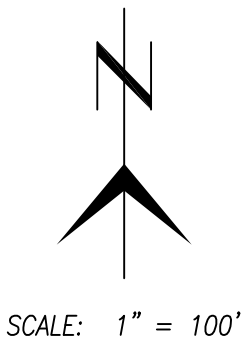
REF.: #PRV-1811-003;
PRV-9955fp; PCZ9607-002

JOB #2458

AUGUST 28, 2019

SHEET 8 OF 12

SEQUENCE #



FOR BOUNDARY
SURVEY:

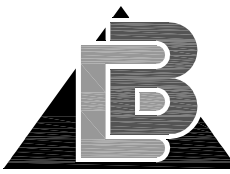


FOR INTERIOR
SUBDIVISION GEOMETRY



FINAL PLAT for
SAGUARO BLOOM "7A", LOTS 1-202,
BLOCKS "7B" AND "7C" (FUTURE RESIDENTIAL) AND
COMMON AREAS "A" (DRAINAGE/OPEN SPACE) AND "B" (PARK)

BEING A RESUBDIVISION OF BLOCK 7, AS RECORDED IN
SAGUARO SPRINGS, SEQUENCE NO. 20040700643
BEING A PORTION OF SECTION 18, T12S, R12E,
G&SRB&M, TOWN OF MARANA, ARIZONA



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

#PRV1904-001

REF.: #PRV-1811-003;
PRV-9955fp; PCZ9607-002

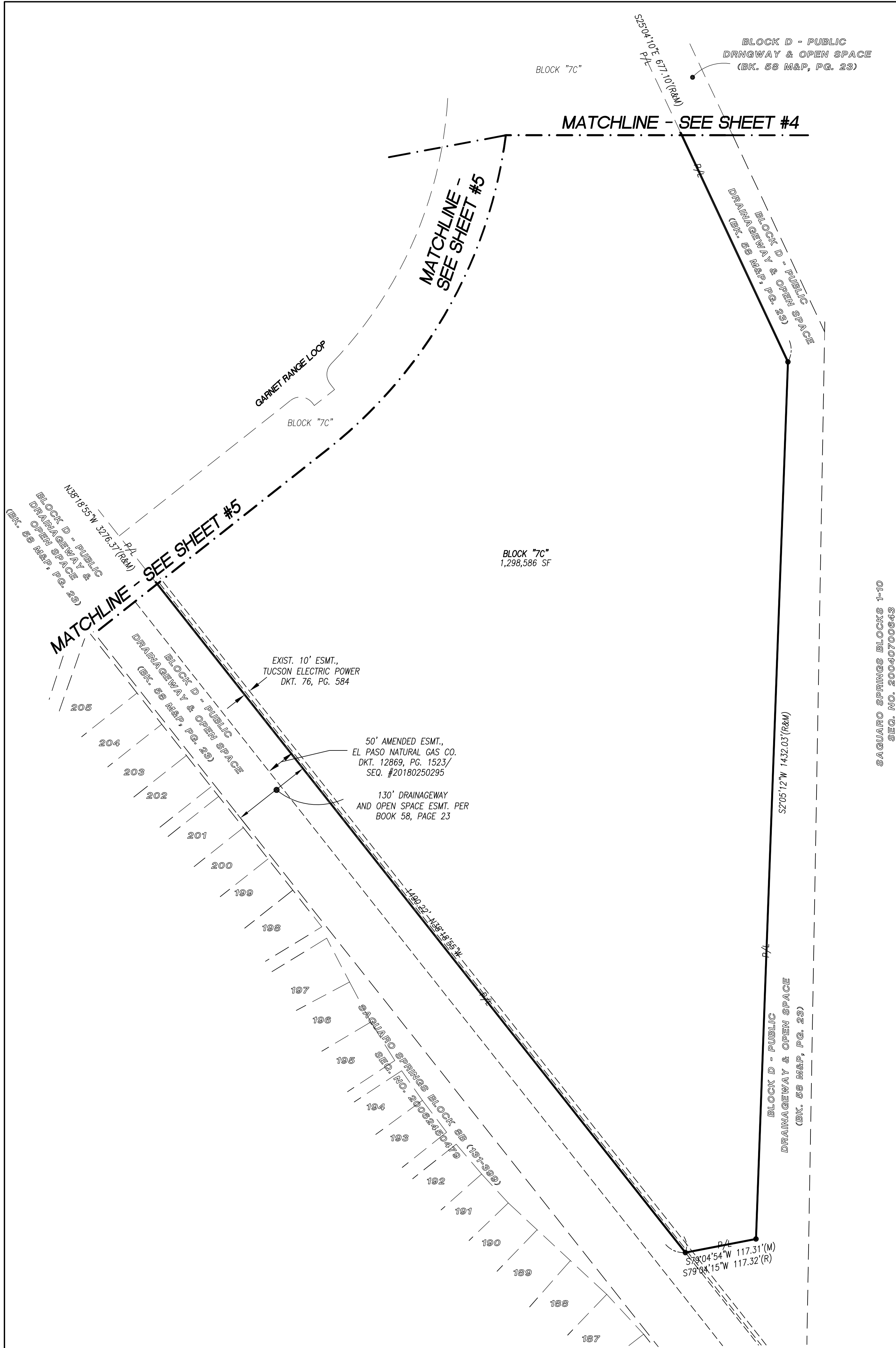
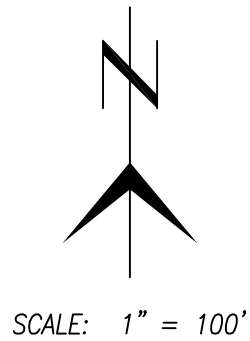
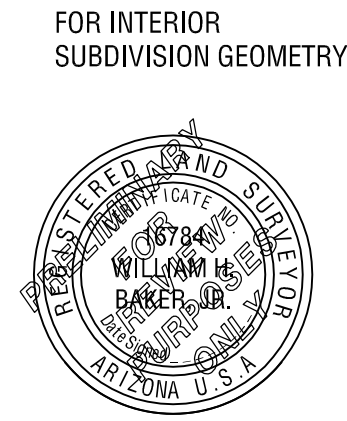
JOB #2458

AUGUST 28, 2019

SHEET 9 OF 12

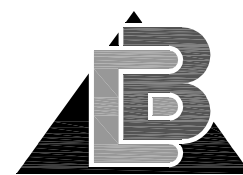
SEQUENCE # _____

SEQUENCE # _____



FINAL PLAT for
SAGUARO BLOOM "7A", LOTS 1-202,
BLOCKS "7B" AND "7C" (FUTURE RESIDENTIAL) AND
COMMON AREAS "A" (DRAINAGE/OPEN SPACE) AND "B" (PARK)

BEING A RESUBDIVISION OF BLOCK 7, AS RECORDED IN
SAGUARO SPRINGS, SEQUENCE NO. 20040700643
BEING A PORTION OF SECTION 18, T12S, R12E,
G&SRB&M, TOWN OF MARANA, ARIZONA



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

#PRV1904-001

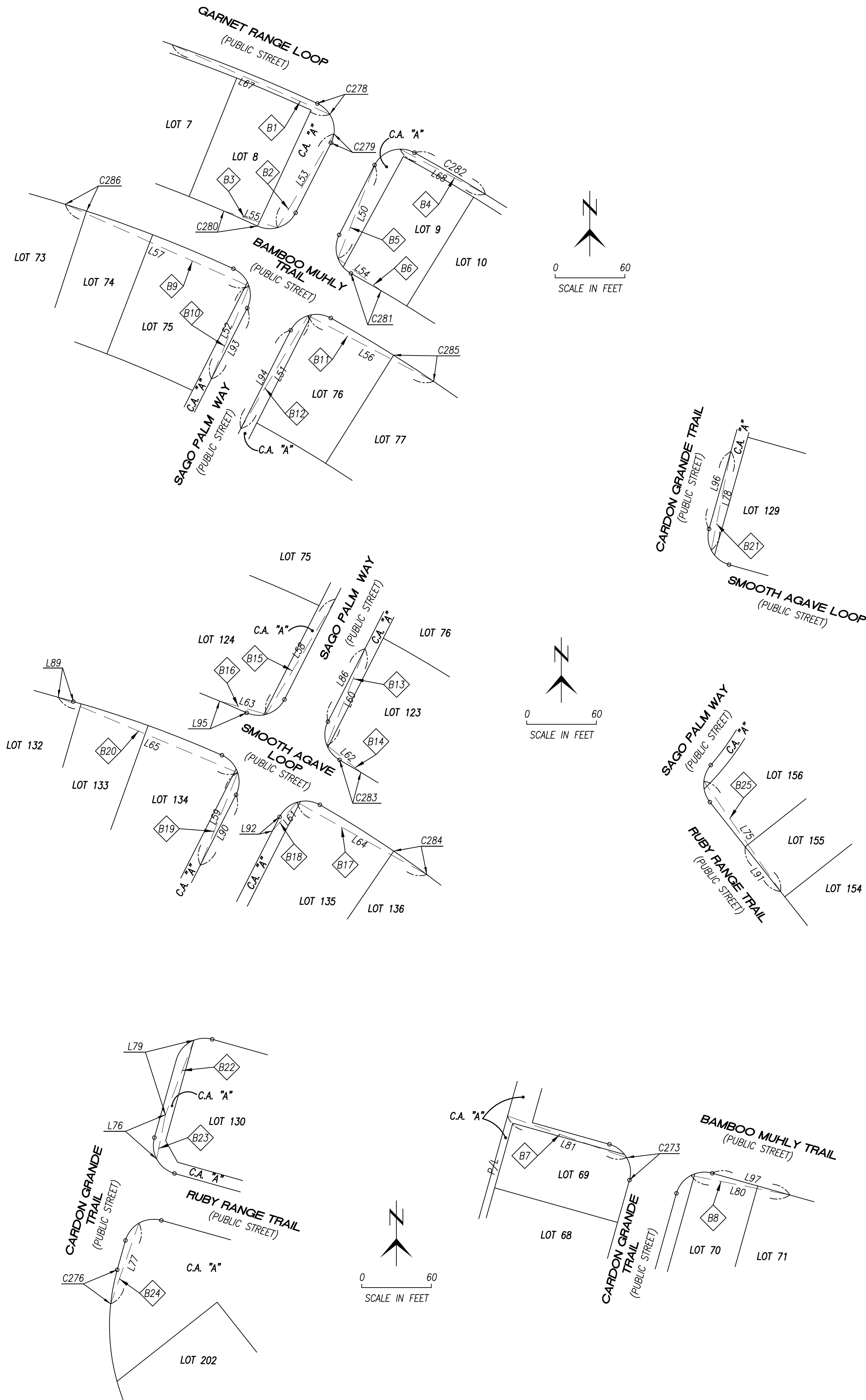
REF.: #PRV-1811-003;
PRV-9955fp; PCZ9607-002

JOB #2458

AUGUST 28, 2019

SHEET 10 OF 12

SEQUENCE # _____



NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C1	11°11'34"	1400.00	273.49
C2	58°40'04"	462.00	473.06
C3	24°47'22"	200.00	86.53
C4	11°11'34"	1222.50	238.82
C5	50°18'12"	1222.50	1073.31
C6	50°18'12"	1400.00	1229.14
C7	11°11'34"	960.50	187.64
C8	50°18'12"	960.50	843.28
C9	55°32'00"	181.00	175.43
C10	60°17'10"	639.50	672.88
C11	04°11'59"	639.50	46.88
C12	35°58'56"	200.00	125.60
C13	54°01'04"	200.00	188.56
C14	43°56'44"	25.00	19.17
C15	46°03'16"	25.00	20.10
C16	00°04'59"	600.50	0.87
C17	01°13'03"	331.00	7.03
C18	00°19'27"	1091.50	6.17
C19	00°14'35"	1353.50	5.74
C20	00°38'54"	1091.50	12.35
C21	46°03'21"	25.00	20.10
C22	43°56'39"	25.00	19.17
C23	18°12'11"	179.00	56.87
C24	31°08'10"	179.00	97.27
C25	43°56'44"	25.00	19.17
C26	46°03'16"	25.00	20.10
C27	46°03'16"	25.00	20.10
C28	43°56'44"	25.00	19.17
C29	43°56'44"	25.00	19.17
C30	46°03'16"	25.00	20.10
C31	46°03'16"	25.00	20.10
C32	53°07'48"	25.00	23.18
C33	43°56'44"	25.00	19.17
C34	43°56'44"	25.00	19.17
C35	46°03'16"	25.00	20.10
C36	43°56'44"	25.00	19.17
C37	43°56'44"	25.00	19.17
C38	46°03'16"	25.00	20.10
C39	43°56'44"	25.00	19.17
C40	46°03'16"	25.00	20.10
C41	46°03'16"	25.00	20.10
C42	90°00'00"	25.00	39.27
C43	35°58'56"	179.00	112.41
C44	04°40'43"	179.00	14.62
C45	11°32'13"	25.00	5.03
C46	78°27'47"	25.00	34.24
C47	89°55'01"	25.00	39.23
C48	36°52'12"	25.00	16.09
C49	03°42'21"	1091.50	70.60
C50	00°30'17"	1091.50	9.62
C51	00°13'57"	1091.50	4.43
C52	02°57'26"	1353.50	69.86
C53	02°57'26"	1353.50	69.86
C54	02°57'26"	1353.50	69.86
C55	02°57'26"	1353.50	69.86
C56	02°57'26"	1353.50	69.86
C57	02°57'26"	1353.50	69.86
C58	02°57'26"	1353.50	69.86
C59	02°57'26"	1353.50	69.86
C60	02°57'26"	1353.50	69.86
C61	02°57'26"	1353.50	69.86
C62	02°57'26"	1353.50	69.86
C63	02°57'26"	1353.50	69.86
C64	02°57'26"	1353.50	69.86
C65	02°57'26"	1353.50	69.86
C66	02°57'26"	1353.50	69.86
C67	01°18'12"	1353.50	30.79
C68	02°57'26"	1353.50	69.86
C69	02°57'26"	1353.50	69.86
C70	02°57'26"	1353.50	69.86
C71	15°45'49"	221.00	60.80
C72	03°37'37"	221.00	13.99
C73	14°58'53"	221.00	57.79
C74	06°33'06"	221.00	25.27
C75	04°53'57"	221.00	18.90
C76	36°52'12"	25.00	16.09
C77	02°57'26"	1243.50	64.18
C78	02°57'26"	1243.50	64.18
C79	02°57'26"	1243.50	64.18
C80	02°57'26"	1243.50	64.18
C81	02°57'26"	1243.50	64.18
C82	02°57'26"	1243.50	64.18
C83	02°57'26"	1243.50	64.18
C84	02°57'26"	1243.50	64.18
C85	02°57'26"	1243.50	64.18
C86	02°57'26"	1243.50	64.18
C87	02°57'26"	1243.50	64.18
C88	02°57'26"	1243.50	64.18
C89	02°57'26"	1243.50	64.18
C90	02°57'26"	1243.50	64.18
C91	02°57'26"	1243.50	64.18
C92	01°18'12"	1243.50	28.28
C93	40°20'46"	25.00	17.60
C94	53°07'48"	25.00	23.18
C95	34°55'38"	25.00	15.24
C96	55°04'22"	25.00	24.03
C97	03°09'34"	981.50	54.12
C98	02°42'50"	981.50	46.49
C99	02°53'15"	1201.50	60.55
C100	03°35'50"	1201.50	75.44

CURVE TABLE

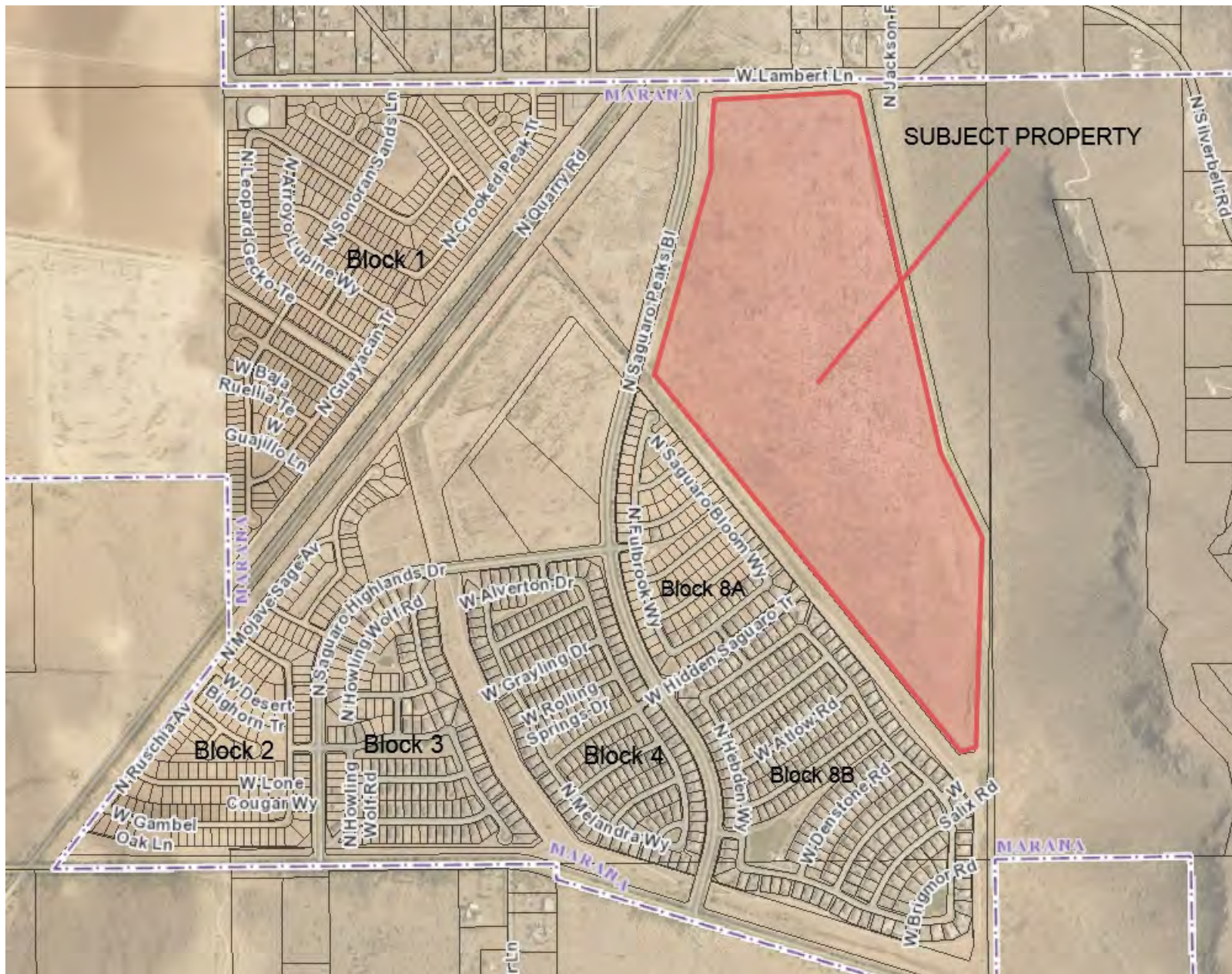
NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C101	02°57'26"	1243.50	64.18
C102	02°57'26"	1243.50	64.18
C103	02°57'26"	1243.50	64.18
C104	03°42'37"	939.50	60.84
C105	04°10'25"	939.50	68.44
C106	67°54'15"	25.00	29.63
C107	07°28'07"	483.00	62.96
C108	07°28'07"	483.00	62.96
C109	07°28'07"	483.00	62.96
C110	07°28'07"	483.00	62.96
C111	07°28'07"	483.00	62.96
C112	07°28'07"	483.00	62.96
C113	05°34'22"	483.00	46.98
C114	02°28'03"	1091.50	47.01
C115	02°39'17"	1091.50	50.58
C116	02°30'41"	1091.50	47.84
C117	02°11'14"	1091.50	41.67
C118	00°58'21"	1091.50	18.52
C119	01°51'47"	1091.50	35.49
C120	01°17'47"	1091.50	24.70
C121	01°32'20"	1091.50	29.32
C122	01°37'14"	1091.50	30.87
C123	01°12'53"	1091.50	23.14
C124	01°56'41"	1091.50	37.05
C125	00°53'26"	1091.50	16.97
C126	02°16'08"	1091.50	43.22
C127	00°34'00"	1091.50	10.79
C128	02°35'35"	1091.50	49.40
C129	00°14'33"	1091.50	4.62
C130	02°50'08"	1091.50	54.02
C131	00°04'54"	1091.50	1.56
C132	02°45'13"	1091.50	52.46
C133	00°24'21"	1091.50	7.73
C134	02°25'47"	1091.50	46.28
C135	00°43'48"	1091.50	13.91
C136	02°06'20"	1091.50	40.11
C137	01°03'15"	1091.50	20.08
C138	01°46'53"	1091.50	33.94
C139	01°22'42"	1091.50	26.26
C140	01°27'26"	1091.50	27.76
C141	01°42'08"	1091.50	32.43
C142	01°07'59"	1091.50	21.59
C143	02°01'35"	1091.50	38.61
C144	00°30'18"	1091.50	9.62
C145	07°28'07"	593.00	77.30
C146	07°28'07"	593.00	77.30
C147	07°28'07"	593.00	77.30
C148	07°28'07"	593.00	77.30
C149	07°28'07"	588.00	76.65
C150	07°28'07"	588.00	76.65
C151	39°45'11"	25.00	17.35
C152	53°07'48"	25.00	23.18
C153	53°07'48"	25.00	23.18
C154	02°50'08"	1201.50	59.46
C155	02°50'08"	1201.50	59.46
C156	02°50'08"	1201.50	59.46
C157	02°50'08"	1201.50	59.46
C158	02°50'08"	1201.50	59.46
C159	02°50'08"	1201.50	59.46
C160	02°50'08"	1201.50	59.46
C161	02°50'08"	1201.50	59.46
C162	02°50'08"	1201.50	59.46
C163	02°50'08"	1201.50	59.46
C164	02°50'08"	1201.50	59.46
C165	02°50'08"	1201.50	59.46
C166	02°50'08"	1201.50	59.46
C167	02°50'08"	1201.50	59.46
C168	02°50'08"	1201.50	59.46
C169	02°31'53"	1201.50	53.08
C170	08°59'14"	441.00	69.17
C171	08°59'14"	441.00	69.17
C172	08°59'14"	441.00	69.17
C173	08°59'14"	441.00	69.17
C174	11°27'19"	441.00	88.17
C175	03°42'37"	939.50	60.84
C176	03°42'37"	939.50	60.84
C177	03°42'37"	939.50	60.84
C178	03°42'37"	939.50	60.84
C179	03°47'59"	939.50	62.30
C180	03°47'59"	939.50	62.30
C181	03°47'59"	939.50	62.30
C182	03°47'59"	939.50	62.30
C183	03°47'59"	939.50	62.30
C184	03°30'15"	939.50	57.46
C185	05°29'45"	939.50	90.12
C186	03°09'34"	981.50	54.12
C187	03°09'34"	981.50	54.12
C188	03°09'34"	981.50	54.12
C189	03°09'34"	981.50	54.12
C190	03°09'34"	981.50	54.12
C191	03°09'34"	981.50	54.12
C192	03°09'34"	981.50	54.12
C193	03°09'34"	981.50	54.12
C194	03°09'34"	981.50	54.12
C195	03°09'34"	981.50	54.12
C196	03°09'34"	981.50	54.12
C197	03°09'34"	981.50	54.12
C198	03°09'34"	981.50	54.12
C199	03°09'34"	981.50	54.12
C200	00°30'18"	981.50	8.65

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C201	39°06'38"	25.00	17.07
C202	50°45'49"	25.00	22.15
C203	01°16'21"	331.00	7.35
C204	08°59'14"	331.00	51.92
C205	03°11'59"	331.00	18.48
C206	05°47'15"	331.00	33.43
C207	07°46'11"	331.00	44.89
C208	08°59'14"	331.00	51.92
C209	10°44'58"	331.00	62.10
C210	14°13'53"	202.00	50.17
C211	14°13'53"	202.00	50.17
C212	13°12'51"	202.00	46.59
C213	17°47'59"	25.00	7.77
C214	18°49'14"	231.00	75.88
C215	123°19'28"	25.00	53.81
C216	31°09'41"	160.00	87.02
C217	53°07'48"	25.00	23.18
C218	03°44'19"	202.00	13.18
C219	02°54'53"	331.00	16.84
C220	28°27'33"	25.00	12.42
C221	14°00'43"	221.00	54.05
C222	53°07'48"	25.00	23.18
C223	02°56'42"	981.50	50.45
C224	04°34'51"	939.50	75.11
C225	04°11'15"	441.00	32.23
C226	02°59'59"	1201.50	62.90
C227	49°45'52"	25.00	21.71
C228	34°15'01"	25.00	14.94
C229	53°07'48"	25.00	23.18
C230	02°57'26"	1353.50	69.86
C231	88°11'58"	25.00	38.48
C232	46°42'08"	1439.00	1172.94
C233	88°11'58"	25.00	38.48
C234	90°04'04"	25.00	39.30
C235	90°00'00"	25.00	39.27
C236	82°25'02"	25.00	35.96
C237	09°23'32"	1439.00	235.89
C238	88°11'58"	25.00	38.48
C239	03°34'18"	593.00	36.97
C240	56°54'11"	678.50	673.85
C241	03°36'47"	1091.50	68.83
C242	55°12'11"	600.50	578.57
C243	107°22'47"	25.00	46.85
C244	07°24'35"	179.00	23.15
C245	99°16'58"	25.00	43.32
C246	03°34'18"	483.00	30.11
C247	00°04'04"	678.50	0.80
C248	87°55'19"	25.00	38.36
C249	20°01'03"	25.00	8.73
C250	39°06'38"	25.00	17.07
C251	53°07'48"	25.00	23.18
C252	39°45'11"	25.00	17.35
C253	53°07'48"	25.00	23.18
C254	53°07'48"	25.00	23.18
C255	34°15'01"	25.00	14.94
C256	00°25'33"	939.50	6.98
C257	00°14'35"	1243.50	5.27
C258	91°58'23"	25.00	40.13
C259	02°28'03"	1201.50	51.74
C260	09°13'11"	1361.00	219.01
C261	91°58'23"	25.00	40.13
C262	02°42'00"	981.50	46.25
C263	48°19'49"	1361.00	1148.03
C264	34°55'38"	25.00	15.24
C265	55°04'22"	25.00	24.03

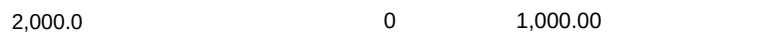
SAGUARO BLOOM 7A

Legend

□ Parcels



Request for approval of a 202 lot residential subdivision within Block 7A of Saguaro Bloom.



Marana Town Council Meeting 9/17/2019



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



Development Services / planning@maranaaz.gov

11555 West Civic Center Drive / Marana, AZ 85653

Ph (520) 382-2600 / Fax (520) 382-2641 / maranaaz.gov

PROJECT APPLICATION

PROJECT INFORMATION

Project Name: Saguaro Bloom Block "7"

Description of Project: Single Family Residential

Number of Lots: 204

Parcel No.(s): 216-40-0210

Gross Area (Acres): 121.14

Project Address: Lambert/Saguaro Peaks

Ref. Project No.: PRV-9955fp; PRV-96-97

CONTACT INFORMATION

Owner: Title Security Agency of Arizona Trust 201434

Contact Name:

Address: [[see applicant information below]]

City:

State:

Zip:

Email:

Phone No.:

Applicant: D. R. Horton, Inc.

Contact Name: Jimmy Gaulin

Address: 3580 W. Ina Road, Suite 100

City: Tucson

State: AZ

Zip: 85741

Email: jjgaulin@drhorton.com

Phone No.: 336-7002

Consultant/Engineer: Baker & Assoc. Engineering

Contact Name: Marty Magelli

Address: 3561 E. Sunrise Drive, Suite 225

City: Tucson

State: AZ

Zip: 85718

Email: marty@baetucson.com

Phone No.: 318-1950

OWNER/APPLICANT AUTHORIZATION

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

James J. Gaulin
Applicant Name (PRINT)

[Signature]
Signature

11/15/2018
Date

FOR OFFICIAL USE ONLY

Project No. PRV1904-001

Date Received 4/24/19

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

Revision Date 6/17/2016

SUBMITTAL NO. 1



Council-Regular Meeting

C3

Meeting Date: 09/17/2019

To: Mayor and Council

Submitted For: Kristin Taft, Grants Manager

From: Kristin Taft, Grants Manager

Date: September 17, 2019

Strategic Plan Focus Area:
Recreation

Subject: Resolution No. 2019-090: Relating to Parks and Recreation; approving and authorizing the Town Manager to execute a Tree Resource Enhancement and Engagement Program Grant Agreement (No. TREE 17-105) between the Arizona Department of Forestry and Fire Management and the Town of Marana for grant funding for the El Rio Preserve Riparian Restoration Project (Kristin Taft)

Discussion:

The Town has been awarded a grant for \$2,985 from the Arizona Department of Forestry and Fire Management for the purchase and installation of interpretive signage at the El Rio Preserve. The Town's El Rio Phase 1A capital project will improve the health and resiliency of the riparian area (or forested aquatic systems), while providing educational and recreational opportunities. Plans and projects under the umbrella of the El Rio Phase 1A capital project captures both the Parks and Recreation vision for the area and the Town-wide Strategic Plan initiatives. Within the recreational portion of Marana's strategic plan, relevant to interpretive signage at El Rio, are action items for providing multigenerational programming and activities in addition to using recreation facilities and programming as opportunities to highlight the unique Sonoran Desert.

Currently, the Parks and Recreational Department is in the process of developing interpretive signage panels for the area to build public awareness about this unique region within the community. The signage currently being developed has been through collaborative efforts with the University of Arizona, Friends of El Rio, Tucson Audubon Society, Department of Forestry and Fire Management, Arizona-Sonoran Desert, and local photographers. These signs are already in progress and include information about birds found in this riparian habitat, commonly found dragonfly and damselflies species

and their role in vector control, El Rio Preserve as a natural desert splash pad and wildlife corridor, and brief summary about key issues about this riparian habitat. With the help of this grant, the Town will install an additional "Invasive Species" educational sign panel to the series.

Financial Impact:

Fiscal Year: 2020
Budgeted Y/N: Y
Amount: \$2,985

The budget authority exists in the Grants fund for unanticipated grants and contributions (21500000-7170). Budget funding up to the amount awarded will be moved to the appropriate line item for the project.

The total budget for this project is \$5,973. This grant funds \$2,985 and the Town will provide \$2,988 in match. Existing staff time will account for \$1,688 of that match and in-kind donation of \$170 for staff installation of the sign. The Town will be responsible for the remaining \$1,130 in match costs.

Staff Recommendation:

Staff recommends that the Town Manager be authorized to execute the grant agreement with Arizona Department of Forestry and Fire Management.

Suggested Motion:

I move to adopt Resolution 2019-090, authorizing the Town Manager to execute a grant agreement with the Arizona Department of Forestry and Fire Management for the El Rio Preserve Riparian Restoration Project Interpretive Signage.

Attachments

Resolution 2019-090 Approving the Tree Resource Grant
Grant Agreement

MARANA RESOLUTION NO. 2019-090

RELATING TO PARKS AND RECREATION; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE A TREE RESOURCE ENHANCEMENT AND ENGAGEMENT PROGRAM GRANT AGREEMENT (NO. TREE 17-105) BETWEEN THE ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT AND THE TOWN OF MARANA FOR GRANT FUNDING FOR THE EL RIO PRESERVE RIPARIAN RESTORATION PROJECT

WHEREAS the Arizona Department of Forestry and Fire Management ("State Forestry") is a primary recipient of grant funds provided by the USDA Forest Service to assist in the advancement of forest resources management; forest insect and disease management, urban and community forestry, development and transfer of new and improved fire control technologies, organization of shared fire suppression resources, forestry resources planning, conservation of forest land, and achievement of a number of other goals for the use and protection of forest lands; and

WHEREAS upon execution of a grant agreement, State Forestry will award grant funding to the Town of Marana to assist in financing interpretive signage at the El Rio Preserve; and

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

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

SECTION 1. Grant Agreement No. TREE 17-105 between the Arizona Department of Forestry and Fire Management and the Town of Marana attached to and incorporated by this reference in this resolution as Exhibit A is hereby approved, and the Town Manager is hereby authorized and directed to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of September, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

Arizona Department of Forestry and Fire Management
Grant Agreement No. TREE 17-105
Tree Resource Enhancement and Engagement Program

This grant agreement (“Agreement”) is entered into by and between the (“Grantee”) Arizona Department of Forestry and Fire Management (“State Forestry” or “State”) and (“Sub-grantee”), **Town of Marana (DUNS #09-803-4143)**, pursuant to the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended; Food, Agriculture, Conservation, and Trade Act of 1990, as amended, Public Law 101-624.

I. PURPOSE OF AGREEMENT

State Forestry is a primary recipient of grant funds provided by the USDA Forest Service to assist in the advancement of forest resources management; forest insect and disease management, urban and community forestry, development and transfer of new and improved fire control technologies, organization of shared fire suppression resources, forestry resources planning, conservation of forest land, and achievement of a number of other goals for the use and protection of forest lands. This agreement is a sub-award of those federal grant funds authorized under Arizona Revised Statute 37-1302.

Subaward of Federal Award # **17DG-11031600-073**, dated **9/8/2017**

The Catalog of Federal Domestic Assistance (CDFA) Number is **10.664, Cooperative Forestry Assistance**, U.S. Department of Agriculture, Forest Service.

II. SCOPE OF WORK

Compensation is contingent upon Sub-grantee fulfilling the Scope of Work and project commitments as identified in the Grant Application (Attachment A) and as amended by the approved Detailed Project Plan (Attachment B).

III. PROGRAMATIC CHANGES

Sub-grantee shall obtain prior approval for any changes to the scope of objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.

IV. TERM OF AGREEMENT

This Agreement shall be effective immediately upon signature by all parties and will terminate on **September 30, 2020** unless otherwise terminated or modified pursuant to the terms herein.

V. COMPENSATION AND MATCHING INVESTMENT

Grant funds may be utilized for up to **50%** of the total cost of this program.

A contribution by the Sub-grantee for an additional **Cost Share Match of 50%** of the total cost of the program is required (including contributions of third parties). Support documentation outlining project costs including cost share match is required.

Compensation under this agreement shall be on a reimbursement basis, shall not exceed the total eligible costs of the project, and total compensation (federal portion) **shall not exceed \$2,985.00**

Only costs for those project activities approved in (1) the initial award, or (2) approved modifications thereto, are allowable. All payments are contingent upon the availability of funds and reimbursement by the United States Department of Agriculture, Forest Service.

Reimbursement payments will be made to the Sub-grantee normally within ninety days after receipt of the reimbursement request and required documentation.

VI. ELIGIBLE COSTS

Eligible costs must be incurred during the Term of the Agreement, conform with the General Provisions of this Grant Agreement (Attachment C) and all other provisions identified herein, and be submitted to State Forestry along with detailed supporting documentation. This is a reimbursable grant program. Support documentation must show dates and amounts of all expenses (See Attachment D).

Purchase of Capital Equipment (equipment costing more than \$5,000 per unit price) is **NOT allowed** under this agreement.

This is an award of Federal financial assistance and is subject to the Office of Management and Budget (OMB) guidance in Subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. All Federal and Sub-grantee matching/cost-share contributions are subject to applicable guidance. All project expenditures are subject to the Single Audit act of 1984 and payments shall adhere to the Federal Cash Management Improvement Act (CMIA).

VII. ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It shall be the responsibility of the Sub-grantee to establish and document both accounting and administrative control procedures for their organization. Such procedures shall be followed to ensure grant funds are being tracked and spent in accordance with all applicable laws and within the terms of the grant agreement/award. Sub-grantee accepts full liability for resources administered through the grant.

VIII. AUDIT REQUIREMENTS

SINGLE AUDIT ACT OF 1984: All project expenditures are subject to the Single Audit act of 1984 and all relevant Office of Management and Budget (OMB) guidance including 2 CFR 200, Subpart F. Sub-grantees are subject to audit if their share of federal financial assistance is \$750,000 or more for a single fiscal year. Federal financial assistance includes reimbursements under this award and all other financial assistance originating from any agency of the federal government during the Sub-grantee's fiscal year. Sub-grantee will be required annually to report compliance with this requirement.

ARS 35-181.03. Sub-grantee must also comply with applicable ARS 35-181.03 provisions for financial and compliance audits.

In the event that an audit determines that unallowable costs have been charged to the grant and funds have been disbursed to the Sub-grantee, then the Sub-grantee accepts full liability and must pay back all costs incurred and deemed unallowable. Any audit involving a Federally-funded grant shall provide a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt from auditor or nine months from the close of the sub-grantee's fiscal year, whichever is earlier.

IX. PROCUREMENT REQUIREMENTS

All procurement activities shall be in compliance with State, Federal, and local laws including Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, Subpart D as adopted and supplemented by the USDA in 2 CFR Part 400. All Sub-grantees are responsible for developing, documenting, and adhering to their own established procurement processes that include both administrative and accounting controls.

X. REPORTING REQUIREMENTS

Sub-grantee shall monitor the performance of the grant activities to ensure that performance goals are being achieved. Sub-grantee shall provide detailed grant/project accomplishments in quarterly reports to State Forestry no later than 30 days after the end of each calendar quarter, or as requested by State Forestry. Performance reports shall follow the format identified in Attachment E or as may be revised by State Forestry.

Reports will contain information on the following:

- A comparison of actual accomplishments to the goals established for the period and for the entire program or project.
- Output of the project that can be readily expressed in numbers, such as acres of forest treatment, number of citizens served, or other similar activities. A computation of cost per unit of output may be required where applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Financial/Reimbursement requests may be submitted quarterly or more often if necessary. Reimbursement requests shall follow the format as identified in Attachment E or as may be revised by State Forestry.

Financial/Reimbursement requests may be held for processing until quarterly accomplishment/performance reports are current.

A final accomplishment report with mapping, if required, and all financial/reimbursement requests and required documentation shall be provided at completion of the grant project, but no later than 30 days after end of grant term.

All accomplishment and financial reports shall be submitted to the State Forestry contact as identified below in Section XII (NOTICES)

Sub-grantee shall immediately notify State Forestry of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

XI. PRINCIPAL CONTACTS.

NOTE: Principal contact should be one contact person responsible for overseeing all elements of the grant project including but not limited to accounting, administrative and field portions of the project.

Each party certifies that the individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Sub-grantee Fiscal Contact:

Kristin Taft
Town of Marana
11555W. Civic Center Dr.
Marana, AZ 85653
520-382-2679
ktaft@maranaaz.gov

Principal Sub-grantee Programmatic Contact:

Bob Stinson
Town of Marana Parks and Recreation
13251 N. Lon Adams
Marana, AZ 85653
520-382-1958
bstinson@maranaaz.gov

Principal Arizona State Forestry Contact:

Jon Orona
Arizona Department of Forestry & Fire Management
1110 West Washington, Suite 100
Phoenix, AZ 85007
602-771-1407
jorona@dffm.az.gov

XII. NOTICES

Any and all reports, notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as set forth immediately below:

<u>STATE FORESTRY</u>	<u>SUB-GRANTEE</u>
John Richardson Program Manager Arizona Department of Forestry and Fire Management 1110 West Washington, Suite 100 Phoenix, AZ 85007 jrichardson@dffm.az.gov	Kristin Taft Grants Manager Town of Marana 11555W. Civic Center Dr. Marana, AZ 85653 ktaft@maranaaz.gov

XIII. AWARD CLOSEOUT

Sub-grantee shall close out the grant within 30 days after expiration or notice of termination. If this award is closed out without audit, Arizona State Forestry and the U.S. Forest Service reserve the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

XIV. AUTHORITY

Sub-grantee shall have the legal authority to enter into this agreement, and shall have the institutional, managerial, and financial capability to ensure proper planning, management, accounting and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

XV. ATTACHMENTS

The following Attachments are part of this Agreement:

- A.** Project Application
- B.** Detailed Project Plan
- C.** General Provisions
- D.** Documentation of Expenses
- E.** Quarterly Report and Invoice Format

Additional Certifications (require separate signatures):

- AD1048** - USDA Form AD-1048 Debarment Certification
- Lobbying** - USDA Lobbying Certification

XVI. IN WITNESS WHEREOF, the parties agree to execute this agreement as of the last date written below.

<u>STATE FORESTRY</u> Arizona Department of Forestry and Fire Management. 1110 West Washington, Suite 100 Phoenix, AZ 85007	<u>ACCEPTED BY SUB-GRANTEE</u> Town of Marana 11555W. Civic Center Dr. Marana, AZ 85653
--	---

Signature

Arizona State Forester

Date: _____

Signature

Print or Type Name

Date: _____

Date: _____

ATTACHMENT A

Project Application (Cover Sheet)



Project Number: _____
For U&CF Use Only

GRANT APPLICATION FORM

T.R.E.E. Grant Program

Project Title: El Rio Interpretive Signage
Location (City): Marana, AZ
Tree City USA: ☒ Number of Years Recognized: 4 years
Tree Campus USA: ☐ Number of Years Recognized: _____
Name of Applicant: Town of Marana
Address of Applicant: 11555 W Civic Center Dr.
City Marana State AZ Zip 85716
Contact Person: Bob Stinson Daytime Phone #: 520-382-1958
E-Mail: bstinson@maranaaz.gov Organization's Federal DUN# 098034143

Brief Project Description: Provide illustrative, interpretive signage to build public awareness and community engagement regarding riparian habitats and invasive species unique to the Sonoran Desert.

Is this project currently funded?	☐ Yes ☒ No	Was this project previously funded?	☐ Yes ☒ No
Will this project be possible without grant funding?	☐ Yes ☒ No	Can this project occur without full requested amount?	☐ Yes ☒ No

(a) UCF Funds Requested \$ 2985
(b) Local \$ Match Provided \$ 1130
(c) Value of In-Kind Match \$ 1858
Total Project Amount (a+b+c) \$ 5973

Timetable: (Starting Date) January 1, 2019 (Ending Date) July 31, 2020

Erik Montague
Name of Representative
[Signature]
Signature of Authorized Representative

Deputy Town Manager
Title of Representative
7/24/19
Date

Upon authorization of approval for financial assistance, grantees will be assigned a grant number and a maximum dollar amount to expend. Prior to expending funds, applicants must submit an updated project workplan.



BUDGET PROPOSAL FORM

T.R.E.E. Grant Program

Project Number: _____

For U&CF Use Only

Applicant Name: Town of Marana

Project Title: El Rio Interpretive Signage

Item	Grant Share Direct Expenses or Cash Purchases	MATCH			Total
		Applicant Direct Expenses or Cash Purchases	Applicant In-kind Personnel Services: Volunteer and Staff Hours	Applicant In-kind Donated: Services, Supplies, or Equipment use	
Administration (Project-allocable general overhead costs)					
Personnel (Project- related Labor, both staff and volunteer time, fringe benefits)			<i>Staff Hours:</i> \$1688		\$1688
Contractual Services (consultants, landscape architects, arborists, engineers, etc.)	<i>Graphic Design Services:</i> \$1870	<i>Graphic Design Services:</i> \$730			\$2600
Supplies (itemize as necessary – plant materials, printing costs, postage, etc.)	<i>Sign Materials:</i> \$1115			<i>Sign Installation:</i> \$170	\$1115
Other:		<i>Grantee Showcase travel expenses:</i> \$400			
TOTAL:	\$2985	\$1130	\$1688	\$170	\$5973

Proposal Narrative

Applicant Information

Incorporated in 1977, the Town of Marana has become one of the fastest growing communities in Southern Arizona. The Town is comprised of 127 square miles that is bisected by 19 miles of Interstate 10 and is contiguous with the City of Tucson. The strategic position of the Town will continue to foster residential and economic development. With this tremendous growth, the Town remains committed to the preservation of natural resources as well as providing accessible green spaces for public enjoyment. The Town of Marana's vision statement is: "We are committed to providing exceptional public service, a climate for economic sustainability and a welcoming environment that makes Marana our Town for life." As the population increases, the Town of Marana continues to incorporate strong environmental planning. Along with the planning and preservation of open spaces, it is critical to provide the community with educational opportunities to understand the ecosystem's importance and create connections with those environments.

The El Rio Preserve illustrates the Town of Marana's commitment to the restoration and development of open spaces. The 104-acre El Rio site, recognized by the Town as a preserve in 2015, is positioned on the Lower Santa Cruz River. The Town's Phase 1A capital project will improve the health and resiliency of the riparian area (or forested aquatic systems), while providing educational and recreational opportunities. Plans and projects under the umbrella of the El Rio Phase 1A capital project captures both the Parks and Recreation vision for the area and the Town-wide Strategic Plan initiatives. Within the recreation portion of this strategic plan are action items for providing multigenerational programming and activities in addition to using recreation facilities and programming as opportunities to highlight the unique Sonoran Desert. Interpretive signage furthers this initiative.

Project Need

In the western United States, riparian areas comprise less than 1 percent of the land area, but they are among the most productive and valuable natural resources (United States Department of Agriculture). Along the Santa Cruz River within the El Rio Preserve is an existing riparian habitat and is home to hundreds of diverse species: air, land, and aquatic. Currently, the Parks and Recreational Department is in the process of developing interpretive signage panels for the area to build public awareness about this unique region within the community. The signage is being developed through collaborative efforts with the University of Arizona, Friends of El Rio, Tucson Audubon Society, Department of Forestry and Fire Management, Arizona-Sonoran Desert, and local photographers. These signs include information about commonly viewed birds, dragonfly, and damselflies species found in this riparian habitat and their role in vector control. The signs also detail the Preserve as a natural desert "splash pad" and wildlife corridor with brief summaries about key issues faced by riparian habitats. There are also engagement features being incorporated on the panel to get visitors more involved with their surrounding area. Within this interpretive panel series, Marana's Park and Recreation Department would like to include one additional informational panel about key invasive species found in El Rio Preserve. Additional funding will allow this proposed interpretive panel series to be incorporated.

Project Goals

1. Provide public information and context for the El Rio's riparian habitat, specifically regarding invasive animal and plant species
2. Provide public awareness about the Forest Stewardship Plan created for Marana by the Department of Forestry and Fire Management and highlight the sections about invasive species and challenges to eradication
3. Enhance the outside learning environments for all ages to stimulate positive experiences and get students outside the classroom
4. Demonstrate pride and build public awareness about Marana's status as a tree city

Anticipated Project Benefits

- Successful public outreach through educational awareness
- Visitor engagement through complete panel series
- Provide outdoor classrooms for local students and residence
- Building community value in our natural amenities

The project benefits outweigh any inputted work. This sign would be sustainable with little maintenance and a life span ranging from 2-25 years.

Project Methods

The scope of work would include involving participants into this process, management of the project, and a final end result being an installed product. Participants for this project include two staff members: project manager and maintenance associate. The project manager will be responsible for the execution of the project and the maintenance associate with the installation. A graphic designer will be contracted for research, content, illustrations, stock photos, and final design. There will be coordination with Pannier Graphics for the procurement of a double pedestal base, and printing with gel coating. The gel coating will increase the sign's life expectancy. Administration will continue to be involved and informed during key points within the project. Minimal equipment will be involved (primarily only that required for sign installation). The direct outcome of this funding would be one interpretive sign installed with content, design, graphics, infrastructure, and installment at the El Rio Preserve.

Budget Narrative

The direct outcome of this funding would be one interpretive sign installed with content, design, graphics, infrastructure, and installment at the El Rio Preserve.

Grant Request:

There would be a minimum of two vendors that the Town of Marana would work with in order to complete this project. The first vendor utilized will be a graphic designer. We are requesting a total of \$1870 for graphic design services; approximately 72% of the overall anticipated graphic design costs. A breakdown of costs associated with the graphic design include \$800 for content research, \$300 for stock photos, \$1,200 for creation of illustrations, and \$300 for complete design work. The second vendor will be used for infrastructural materials including a double pedestal stand, printing of the content, and protective gel coating. The Town of Marana has previously utilized this gel coating on other projects because of the increased longevity it provides. We are requesting \$1,115 to fully purchase these infrastructural materials.

Town Match Proposal:

The total match that the Town of Marana is proposing through direct cash match and in-kind costs is \$2988. Proposed matching costs including:

- \$730 is proposed as direct cash match to complete the total estimated costs for graphic design services (\$2600 total with \$1870 requested from grant funding).
- \$400 is proposed as direct cash match for anticipated travel expenses to send a project manager to the Annual Grantee Showcase. These travel costs estimates include mileage, per diem, and accommodations. Mileage cost is based upon 432 miles roundtrip at the IRS issued standard mileage rate of \$0.58 per mile, totaling \$251. One night of hotel accommodation is estimated at \$149.
- \$1688 is proposed as in-kind services for Town of Marana personnel costs. Totals calculated are based on salaries, benefits, and number of hours being contributed to this project. Proposed in-kind staff hours include approximately 40 direct project hours for the Project Manager and approximately 5 direct project hours for a Maintenance Associate. The Project Manager will be responsible for the complete execution of the project and 40 hours of dedicated project hours total \$1,532 in personnel costs. The maintenance associate will be assigned with task of installation and it is anticipated to take 5 hours to complete which will total \$156 in personnel costs.
- \$170 is proposed as donated in-kind services. The Town of Marana is currently paying an independent contractor the rate of \$500 for the installation of 3 signs for a separate project. Using this quote, we calculated \$170 as the expected expense for installation of 1 sign. The Town of Marana will be installing the sign independently as a match for the grant through in-kind donation.



July 24, 2019

John Richardson, Grants Program Manager
Arizona Department of Forestry and Fire Management
1110 W. Washington St., Ste. 100
Phoenix, AZ 85007

Re: Town of Marana El Rio Riparian Preserve TREE Grant

Dear Mr. Richardson,

The Friends of El Rio Preserve group works to enhance habitat at the El Rio Preserve and to educate about the site's unique natural and cultural resources. We are writing to you in support of a TREE Grant for the Preserve, to create and install an interpretive panel related to invasive species. The site is approximately 104 acres of riparian forest, with many invasive species, including tamarisk, bufflegrass, giant Arundo, Johnson grass and cocklebur. The Town of Marana coordinated with the Department of Forestry and Fire Management to create a Forest Stewardship Management Plan in 2018. The area is located within Marana town limits and fire danger is high due to dense tamarisk in an urban area. The Forest Stewardship Plan has helped the Town prioritize species, GPS locations of the Arundo patches, and has provided a treatment plan for the invasive species.

The area is rich in biodiversity; 240 species of birds have been documented at El Rio Preserve to date. Other activities to enhance the Preserve include work enabled by a grant in 2017 from the Water Infrastructure Finance Authority to create a comprehensive landscape design to make the area more inviting to residents and to encourage school groups to use the area as an outdoor classroom. The Town is currently building an observation deck and entrance area with interpretive signs, bicycle parking and benches. The Friends Group has been providing input for the signs; however, project funding is limited, and additional money to develop a sign relating to the problems and treatment of invasive species will be important in describing the challenging work of identifying and removing invasive plants.

The Town of Marana is also a designated Tree City, and this grant will enable Marana to highlight their Tree City status on an interpretive panel. We highly recommend the Town of Marana El Rio Preserve's application for a TREE Grant.

Sincerely,

Janine Spencer-Glasson,
For the Friends of El Rio Preserve



Douglas A. Ducey
Governor

Office of the State Forester

Arizona Department of Forestry
and Fire Management



Jeffery C. Whitney
State Forester

August 24, 2018

Arizona Water Protection Fund Commission
Arizona Department of Water Resources
1110 W. Washington, Suite 310
Phoenix, AZ 85007

Re: Support for the Town of Marana Arizona Water Protection Fund Application

Dear Arizona Water Protection Fund Commission:

The Arizona Department of Forestry and Fire Management (DFFM) has worked closely with the Town of Marana on El Rio Preserve, a 104-acre riparian / wetland property located in the floodplain of the Santa Cruz River. A Forest Stewardship Plan for the property was completed in January 2018 and invasive plant species are among the primary resource concerns. Multiple invasive plant species were identified that cause adverse economic and environmental impacts. Among the species of highest concern are Giant reed, Red brome, Buffelgrass and Saltcedar.

DFFM supports cooperative management of invasive plants that threaten and are capable of transforming plant communities in forests, woodlands and rangelands throughout Arizona. Projects that focus on prevention, control and eradication of invasive plants using an integrated approach are of the utmost importance. With the assistance of state grant funding, the Town of Marana can effectively control invasive plants and make needed changes to enhance this unique property.

The Town of Marana has great plans for El Rio Preserve, with an emphasis on wildlife habitat, native plants and educational opportunities for the public. DFFM is proud to be supportive of this Arizona Water Protection Fund application to protect and restore riparian resources along the Santa Cruz River.

Sincerely,

Jeffery C. Whitney
Arizona State Forester

Duty ♦ Respect ♦ Integrity

1110 West Washington Street, Suite 100 • Phoenix, Arizona 85007 • Main: (602) 771-1400 • Fax: (602) 771-1421

ATTACHMENT B
(Cover Sheet)

Detailed Project Plan – Subject to State Approval
(Include specific planned accomplishments, detailed project budget, and time line)



BUDGET PROPOSAL FORM

T.R.E.E. Grant Program

Applicant Name: Town of Marana

Project Title: El Rio Interpretive Signage

Item	Grant Share Direct Expenses or Cash Purchases	MATCH			Total
		Applicant Direct Expenses or Cash Purchases	Applicant In-kind Personnel Services: Volunteer and Staff Hours	Applicant In-kind Donated: Services, Supplies, or Equipment use	
Administration (Project-allocable general overhead costs)					
Personnel (Project- related Labor, both staff and volunteer time, fringe benefits)			Staff Hours: \$1688		\$1688
Contractual Services (consultants, landscape architects, arborists, engineers, etc.)	Graphic Design Services: \$1870	Graphic Design Services: \$730			\$2600
Supplies (itemize as necessary – plant materials, printing costs, postage, etc.)	Sign Materials: \$1115			Sign Installation: \$170	\$1115
Other:		Grantee Showcase: \$400			
TOTAL:	\$2985	\$1130	\$1688	\$170	\$5973

This form is for the summary of your budget information. A budget narrative (1-page maximum) that includes a detailed list of expenditures should be provided on an additional page if necessary.

Revised Timeline and Measurable Objectives for FY20-21 Urban & Community Forestry Grants (CCG, TREE, WCG)

Project Title: El Rio Interpretive Signage

Name of Applicant: Town of Marana

Grant Number: TREE17105

Revised Timeline

Quarter	Tasks Completed
<i>Quarter 1</i> July 1 st - September 30 th (FY20)	(Vendor Coordination) - Plan A: Select Vendor or Plan B: Start PO process (dependent on contracted purchase amount) -Plan A: Contact vendors (2-3 calls, 6 emails) -Plan B: collect 3 quotes for PO (2-3 calls, 6 emails) -Prepare topics/direction/docs for researcher & graphic designer (1-2 phone calls, 2-3 emails) -Finalize/purchase services (2 calls)
<i>Quarter 2</i> October 1 st - December 31 st (FY20)	(Preliminary Production) -Create a finalized timeline with graphic designer -Have 3-4 phone conversations with graphic designer -Receive Proof 1 back
<i>Quarter 3</i> January 1 st - March 31 st (FY20)	Stakeholder review: proof read, verify information, review pictures, and recommend edits -Internal Parks Management Review: 1-2 meetings (pre stakeholder meeting and post stakeholder meeting) -External stakeholder meeting(s): contact 3-5 organizations for feedback -Submit for final designs
<i>Quarter 4</i> April 1 st - June 30 th (FY20)	-Order Infrastructure (approx. 4 weeks) -Install panel at El Rio Preserve
<i>Quarter 5</i> July 1 st - September 30 th (FY21)	-Attend Forestry Grant Showcase (public presentation) -Grant Reimbursement Form -Contact John about grant finalization documents and closeout

List of Anticipated Outcomes/Measurable Objectives

- Anticipated project outcomes/deliverables:
 - o Plan A: Select Vendor or Plan B: Start PO process (dependent on contracted purchase amount)
 - Plan A: Contact vendors (2-3 calls, 6 emails)
 - Plan B: collect 3 quotes for PO (2-3 calls, 6 emails)
 - o Prepare topics/direction/docs for researcher & graphic designer (1-2 phone calls, 2-3 emails)
 - o Finalize/purchase services (2 calls)
 - o Create a finalized timeline with graphic designer
 - o Have 3-4 phone conversations with graphic designer
 - o Receive Proof 1 back
 - o Stakeholder review: proof read, verify information, review pictures, and recommend edits
 - o Internal Parks Management Review: 1-2 meetings (pre stakeholder meeting and post stakeholder meeting)
 - o External stakeholder meeting(s): contact 3-5 organizations for feedback
 - o Submit for final designs
 - o Order Infrastructure (approx. 4 weeks)
 - o Install panel at El Rio Preserve
 - o Attend Forestry Grant Showcase (public presentation)
 - o Grant Reimbursement Form
 - o Contact John about grant finalization documents and closeout

ATTACHMENT C

General Provisions

COVENANT AGAINST CONTINGENT FEES

The Sub-grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sub-grantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this agreement without liability, or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

MODIFICATIONS

Modifications within the scope of this award shall only be made by mutual consent of both parties, by issuance of a written amendment signed and dated by all properly authorized signatory officials prior to any changes being performed. Requests for modification shall be made, in writing, at least thirty (30) days prior to the implementation of the requested change. Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

EXTENSIONS

Timely completion of this project is required. If this agreement is extended by mutual written consent of the parties, all terms, conditions and provisions of the original agreement shall remain in full force and effect and apply during any extension period. Any extension of time granted shall not constitute or operate as a waiver by the State of any of its rights herein. Extensions will only be considered and/or made if the Sub-grantee has demonstrated reasonable efforts to complete the grant project as defined in the original detailed project plan and has a clear and specific plan for completion of the project within the extended time period.

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

The Sub-grantee agrees to assume all risk of loss to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages causes or action, fines or judgments, including costs, attorney's and witnesses' fees and expenses incident thereto, for injuries or death to persons and for loss of, damage to, theft of or destruction of any property including loss of use thereof arising out of or in connection with the performance of duties required by agreement, all whether or not authorized or agreed to by Sub-grantee.

RETENTION OF RECORDS

The Sub-grantee and any subcontractor shall maintain and store all documents, papers, accounting records; other evidence pertaining to costs incurred for this work, and shall make all such materials available at any reasonable time during the term of work and for five (5) years from the date of final payment to the Sub-grantee. The Sub-grantee may be required to provide such records as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

COMPLIANCE WITH ARIZONA EXECUTIVE ORDERS 75-5 and 2009-09

The Sub-grantee shall comply with Arizona Executive Order 75-5 and as amended by Arizona Executive Order 2009-09 relating to non-discrimination in employment by government contractors and subcontractors. These regulations are herein incorporated by reference and made a part of this agreement.

ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It is the Sub-grantee's responsibility to develop, document, administer and manage the grant in accordance with all applicable Federal and State laws. Sub-grantee is subject to the OMB requirements and guidance in subparts A through F of 2 CFR 200 as adopted and supplemented by USDA in 2 CFR part 400.

CFR (Code of Federal Regulations) – <http://www.ecfr.gov>. If grantee needs assistance in obtaining any of these documents in electronic or printed form, please contact your Arizona State Forestry representative.

If any program income is generated as a result of this grant/agreement, the income earned during the term of this agreement shall be applied using the deductive method as described in 2 CFR 200.307 ; the deductive alternative is the preferred method, unless specifically authorized by the Signatory Official. Costs incident to the generation of program income may be deducted from gross income to determine program income provided these costs have not been charged to the award/agreement and they comply with the applicable Cost Principles.

FREEDOM OF INFORMATION ACT

Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

MEMBERS OF U.S. CONGRESS

Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefit that may arise there from, either directly or indirectly.

TERMINATION FOR CONVENIENCE

The Office of the State Forester, by written notice, may terminate this contract, in whole or in part, when it is deemed in the best interest of the State. If this agreement is so terminated, Sub-grantee will be compensated for work performed up to the time of the termination notification. In no event shall payment for such costs exceed the current grant amount.

TERMINATION BY MUTUAL AGREEMENT

This award may be terminated, in whole or part, as follows:

- When the State and Sub-grantee agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By thirty (30) days written notification by the Sub-grantee to the State setting forth the reasons of termination, effective date, and in the case of partial termination, the portion to be terminated.
- If, in the case of a partial termination, the State determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the State may terminate the award in its entirety.

Upon termination of an award, the Sub-grantee shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The State shall allow full credit to the Sub-grantee for the United States Federal share of the non-cancelable obligations properly incurred by the Sub-grantee up to the effective date of termination. Excess funds shall be refunded within sixty (60) days after the effective date of termination.

CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Agreement, the Sub-grantee warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Sub-grantee shall obtain statements from its contractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Grant. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Sub-grantee, contractor or subcontractor performing work under the Grant. Should the State suspect or find that the Sub-grantee or any of its contractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Sub-grantee or Contractor. All costs necessary to verify compliance are the responsibility of the Sub-grantee. The parties agree to comply with A.R.S. §41-4401, the provisions of which are hereby incorporated.

ARBITRATION

To the extent required by A.R.S. §12-1518, the parties agree to use arbitration, after exhausting applicable administrative review, to resolve disputes arising out of this agreement.

ANTITRUST VIOLATIONS

The Sub-grantee and the State recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser or ultimate user. Therefore, Sub-grantee acting as a vendor, hereby assigns to State any and all claims for such overcharges.

SUSPENSION OR DEBARMENT

Submittal of an offer or execution of a contract shall attest that the sub-grantee or contractor is not currently suspended or debarred. If the Sub-grantee or any of its contractors become suspended or debarred, the Sub-grantee shall immediately notify the State. The State may, by written notice to the Sub-grantee, immediately terminate this Agreement if the State determines that the Sub-grantee or their contractors have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

CONTRACTS AND SUBAWARDS TO DEBARRED AND SUSPENDED PARTIES

Pursuant to Code of Federal Regulations 2 CFR part 180, grantees and sub grantees must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". By entering into this agreement sub-grantee agrees to comply with all relevant codes including 2 CFR part 180, subpart C, "Responsibilities of Participants

Regarding Transactions”. When entering into a covered transaction with another person at the next lower tier, sub-grantee must verify that the person with whom you intend to do business is not excluded or disqualified. You do this by:

- (a) Checking the SAM Exclusions: System for Award Management (SAM) – www.sam.gov
- (b) Collecting a certification from that person
- (c) Adding a clause or condition to the covered transaction with that person.

TITLE VI of CIVIL RIGHTS ACT of 1964

Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 200d). In accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and Sub-grantee will immediately take any measures necessary to effectuate this agreement.

UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)

Sub-grantee agrees to provide a DUNS number to State Forestry prior to award, and to maintain all related information through the full term of this agreement. A *Data Universal Numbering System (DUNS) Number* is a nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

Sub-grantee shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). For purposes of this award, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov .

PUBLICATION REQUIREMENTS

A. ACKNOWLEDGEMENT IN PUBLICATIONS. Sub-grantee shall acknowledge Arizona Department of Forestry and Fire Management and U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award, per 2 CFR 415.2.

B. NONDISCRIMINATION STATEMENT IN PUBLICATIONS. Sub-grantee shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited basis apply to all programs.)

To file a complaint of discrimination, write USDA, director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text: *"This institution is an equal opportunity provider."*

C. COPYRIGHTS. No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right shall be transferred to any sub agreements or subcontracts. This provision includes the copyright in any work developed by Sub-grantee under this agreement. And any right of copyright to which Sub-grantee purchases ownership with any federal contributions.

REPORTING OF SUBRECIPIENT EXECUTIVES

Unless exempt from this requirement of 2CFR 170, Sub-grantee agrees to report the names and total compensation of each of the sub-grantee's five most highly compensated executives for the sub-grantee's preceding completed fiscal year if:

1. in the sub-grantee's preceding fiscal year, the sub-grantee received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

TRAFFICKING IN PERSONS.

Section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), include provisions applicable to federal support recipients. By entering into this agreement, you agree to terms set forth in the primary award from the US Forest Service as documented below. This Agreement may be unilaterally terminated, without penalty, if a subrecipient is determined to have violated an applicable prohibition in this award term. (See 22 U.S.C. 7104 and 2CFR175 for more details)

A. Provisions applicable to a Recipient that is a private entity.

1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not-

- (i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- (ii) Procure a commercial sex act during the period of time that the award is in effect; or
- (iii) Use forced labor in the performance of the award or subawards under the award.

2. This award may be unilaterally terminated, without penalty, if you or a subrecipient that is a private entity -

- (i) Is determined to have violated a prohibition in paragraph A.1 of this award term; or
- (ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either-

- a. Associated with performance under this award; or
- b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)".

B. Provision applicable to a recipient other than a private entity. This award may be unilaterally terminated, without penalty, if a subrecipient:

1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either-
 - (i) Associated with performance under this award; or
 - (ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)".

C. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - (1) Implements section I06(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph A1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. "Employee" means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:

- i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

DRUG-FREE WORKPLACE

Compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D, as amended) requires that all organizations receiving grants from any federal agency agree to maintain a drug-free workplace.

INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

COUNTERPARTS

This AGREEMENT may be executed in any number of duplicate originals, photocopies or facsimiles, all of which (once each party has executed at least one such duplicate original, photocopy, or facsimile) will constitute one and the same document.

INTERPRETATION

This AGREEMENT is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

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.

GOVERNING LAW

This AGREEMENT is made under, and is to be construed in accordance with, the laws of the State of Arizona.

ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this AGREEMENT supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this AGREEMENT.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

Arizona Department of Forestry and Fire Management grants are federally funded and are based on reimbursement for actual costs incurred. Sub-grantees are typically required to provide a portion of the total project cost as MATCH contribution to show local investment in the project or program. Match investment must not originate from a federal source and cannot be used as a match for any other federal cost-share program. Specific match amount is identified in each grant agreement. All costs and match should conform to the approved project plan and budget contained in the grant agreement – and all reimbursements are subject to Arizona State Forestry approval. All project expenses must meet the applicable Cost Principles (2CFR200, subpart E)

Only project expenses incurred during the term of the signed grant agreement are eligible. (See Term of Agreement)

All documentation submitted for reimbursement must have the correct project name and/or State Forestry grant number, date work was completed, and proof of payment from the Sub-grantee.

All reimbursements to Sub-grantees shall be calculated from the “Grant Reimbursement Form”. By signing the form, the Sub-grantee assumes full and implied responsibility for all grant costs incurred and submitted on the form. By signature, the Sub-grantee accepts full liability that the work and costs incurred were in accordance with the agreed scope of work and/or approved detailed project plan and in accordance with all applicable Federal and State laws. By signing the “Grant Reimbursement Form”, the Sub-grantee is claiming that costs were incurred following the established procurement process for its own organization and that their process is documented, administered and managed with the correct accounting and administrative procedures and is in accordance with all applicable Federal and State laws.

INELIGIBLE COSTS – Any expenses submitted for reimbursement that are not properly documented shall not qualify for reimbursement. It shall be the Sub-grantee’s sole responsibility to submit the required and accurate support documentation for all project costs. In the event an audit determines that ineligible costs were charged to the project, the Sub-grantee accepts full liability for such costs.

- Expenses not included in an approved project plan or are unnecessary for the completion of the project are ineligible for reimbursement or as match.
- NO FOOD or BEVERAGE purchases or donations are eligible for reimbursement or as match, unless included in the project plan as budgeted travel costs, and pre-approved by State.
- NO purchase of equipment or supplies for individuals are eligible for reimbursement or as match. (though purchase of supplies and small equipment by the Sub-grantee organizations for ongoing community use may be eligible)
- Poorly documented match or volunteer hours with insufficient support documentation will not count towards the required match. It is the Sub-grantees responsibility to keep all project/grant records pertaining to matching requirements. In the event an audit determines that ineligible match was credited to the project, the Sub-grantee accepts full liability for such costs

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

REIMBURSABLE PROJECT EXPENSES – are direct, out-of-pocket expenditures for eligible project activities that are supported by paid invoices, cancelled checks, signed receipts, or official payroll records. Examples include:

Labor- may include paid staff, contracted labor, or documented reimbursement from Sub-grantee to others for services. Related expenses such as employee benefits or required travel costs are also eligible if properly documented.

- All staff/labor hours must be accompanied by an employee time sheet detailing the hours worked on the grant project. The time sheet must clearly have the State grant ID number, an employee signature, and the dates work hours were contributed towards the grant. A supervisor's approval signature should also be included. Note, for auditing purposes, an auditor will most likely want to see all hours worked in addition to those charged to the grant.
- Required documentation can include payment receipts, timesheets, payroll records, job sheets, cancelled checks, or signed letters detailing paid staff time, dates, and services or work provided.

Supplies - may include operating supplies, office supplies, and small equipment purchased by the Sub-grantee and necessary for the completion of the project.

- Required documentation can include payment receipts, cancelled checks, or official accounting records detailing expenses and goods and service provided.

Equipment Purchases (small) – small equipment necessary for the completion of the project may be purchased by the Sub-grantee organization if included in the approved project plan and budget. Purchases of equipment or supplies for individuals is not eligible. Purchase of necessary equipment totaling less than \$5,000 will be considered as supplies (above).

- Required documentation will include purchase receipts detailing costs and equipment details.

Equipment Purchases (large) - Any single piece of capital equipment costing more than \$5,000 must be included in the original project plan and preapproved. Because funding originates from the federal government, they may retain an ongoing vested ownership in the equipment. Additional details will be provided for approved purchases. If an audit determines that excessive equipment was purchased, the Sub-grantee accepts full liability for cost reimbursement back to the State/Federal government. Please limit your liability by purchasing only items listed in the original grant application and detailed project plan. Please only purchase what is necessary to complete the specific grant/project approved.

- Required documentation will include purchase receipts detailing costs and equipment details.

Equipment Rental – Rental of equipment necessary for completion of the project may be reimbursed if included in the approved project plan and budget.

- Required documentation will include rental receipts detailing costs, dates of use, and equipment details.

Contracted Services – Contracting for services from outside organizations or businesses is permitted if included in the approved project plan and budget. Such services could include contracted fuels crews, arborists, trucking, waste disposal, and other costs.

- Required documentation will include receipts detailing costs, dates and details of services provided.

Equipment Operating Costs - Operating costs for owned, rented, or donated equipment may be permitted if included in the project plan and properly documented. Methods for cost determination must be specifically documented and approved. Use of Sub-grantee owned equipment may be charged to the grant if prior approval is granted. A Sub-grantee may submit a rate agreement that is typical of rate charges established for all agencies utilizing the equipment including their own. Under no circumstances shall the grant be charged for use of equipment purchased with Federal funds, beyond operating costs.

- Required documentation can include receipts detailing costs, dates and details of equipment usage, payment receipts, mileage logs, shift tickets, etc. Any operating costs that are not paid for directly and do not have corresponding payment receipts, must be specifically documented as to method of cost determination.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

ELIGIBLE MATCH – All grants require some level of MATCH investment from the Sub-grantee organization. Matching investment may only be included if goods or services are provided or paid for during the term of the agreement and are necessary for the completion of the project. The matching investment may be in the form of cash and/or in-kind contributions. The Sub-grantee share (match) cannot originate from a federal source and must not be used as a match for any other federal cost-share program. As with reimbursable costs, eligible match expenses only include those that are reasonable and necessary for the completion of the grant-funded program or project and must meet the applicable Cost Principles (2CFR200, subpart E)

Matching investments will not be directly reimbursed.

Examples of possible match include:

Cash - Matching investment can include actual costs as documented above.

- Required documentation will include payment receipts, cancelled checks, or official accounting records detailing expenses and related goods and service provided.

In-kind Contributions - include on-hand supplies, third party donations of supplies or equipment, the value of professional services provided at the professional rate, or time spent by employees on eligible project activities.

- An in-kind contribution of goods or services from another business or organization may be counted as community match with proper documentation. This typically consists of a letter on the donating organization's letterhead, signed by the proper person and showing the amount and type of donation. Property or use thereof shall be assigned a fair market value per applicable federal Cost Principles and should include a letter of documentation from the donating party.

Volunteer - Volunteer labor hours shall conform to standard documented operating procedures for the Sub-grantee organization with established pay rates.

- Required documentation for volunteers will include signed time logs/sign-in sheets with volunteer name, date, time, place, and type of volunteer service provided. Volunteer time may be valued at the local market rate for equivalent work (children at minimum wage). Hourly rates exceeding \$20 per hour will require specific support documentation for justification and approval. If you use consultants, forestry professionals, planners, etc., who donate their professional services, appropriate hourly rates may be documented in a letter from the individual or their organization.



Quarterly Performance Report

GRANT INFORMATION:

Grant Number:		Grant Award \$:	
Project Name:		Award End Date:	
Organization:			
County:		DFFM District:	

REPORT INFORMATION:

Calendar Year:		Calendar Quarter Q1 (Jan-Mar), Q2, Q3, Q4:	
Name of person completing report:			
Submittal Date:			

PROJECT OBJECTIVES ACCOMPLISHED: (During this quarterly reporting period, what progress has been made toward meeting the project objectives stated in the Project Plan? Provide quarterly and cumulative numbers for key criteria, such as acres completed, trees planted, educational programs delivered, etc.)

PLANNED OVERALL		ACTUAL		
Project Objectives	Total Project Goal	Previously Reported	Current Quarter	Cumulative Total

Program-Specific Reportables (if applicable)

1				
2				
3				
4				
5				

Is this Project On Track? (Yes / No)

☐

Use the following sections to describe activities for this quarter and for the overall project status.

Additional items may be enclosed or attached, such as added narrative, detailed tables, pictures, maps, or other items.
(Please list any additional items in the narrative to assure they are recorded.)



Quarterly Performance Report

NARRATIVE REPORT / THIS QUARTER: What progress has been made THIS QUARTER in accomplishing the project objectives? Describe activities for the quarter to support the status reported in the tables above. Include comments regarding accomplishments for employees, contractors, and volunteers; and describe the status of planning or purchasing activity if applicable. *(MAX: 1400 Characters – attach additional materials if needed)*

NARRATIVE REPORT / OVERALL PROJECT: What is the success in meeting the OVERALL measurement criteria identified in the Project Plan? Describe the overall project status to support the numbers listed in the tables above. What major milestones have been achieved and what are the next major activities planned? If the project is not on track or goals are not being met, please provide an explanation. If there are any factors that have, or will have, a significant impact on the successful project completion, provide details and explain the actions being taken or assistance that may be needed. *(MAX: 1400 Characters – attach additional materials if needed)*



Arizona Department of Forestry and Fire Management Grant Reimbursement Form

NOTE: It is the Sub-grantees' responsibility to develop, document, administer and manage the correct accounting and administrative procedures for administering the grant in accordance with all applicable Federal and State laws. It is the Sub-grantees' sole responsibility to maintain all grant records and provide them as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

Grant Number: _____

Organization Name: _____

Total Grant Amount: _____

Total Match Required: _____

Grant Expiration/End Date: _____

(Grant \$ + Match \$ = Total Project Cost)

Previous Project Totals (Sum of all previous reimbursement requests):

Reimbursable Costs	Match	Total
_____	_____	_____

This Reimbursement Period:

Item	Reimbursable Costs	Match	Total
Administration	_____	_____	_____
Personnel	_____	_____	_____
Contracted Services	_____	_____	_____
Supplies	_____	_____	_____
Other	_____	_____	_____
Other	_____	_____	_____
Other	_____	_____	_____
Volunteer time	N/A	_____	_____
In-Kind Contributions	N/A	_____	_____
Total:	_____	_____	_____

Cumulative Project Totals (This period request added to all previous reimbursement requests):

Reimbursable Costs	Match	Total
_____	_____	_____

* As long as the Cumulative **MATCH** meets the required amount, this Reimbursement Period's **REIMBURSABLE** amount should qualify for payment (provided all items are properly documented and all other grant requirements are met.)

Authorized Signature _____

Title _____

Date _____

SIGNATURE LINE STATEMENT (Required for Processing)

By signing the "Grant Reimbursement Form", the signing agent is verifying that:

All work performed on this grant/project was completed in conformance with all applicable laws and established procedures. Charges and time sheets submitted are in fact for work completed on this project. All charges have been reviewed and verified by a supervisor and all employee and volunteer hours are being tracked, with support documentation on file and available to any auditing agent.

NOTE: Reimbursements may take 60-90 days



United States Department of Agriculture

AD 1048

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two Before Completing Certification)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING LOBBYING**

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 4 CFR Part 418 Appendix A, Certification Regarding Lobbying. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Forest Service determines to award the covered transaction, grant, or cooperative agreement.

Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative

agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

SIGNATURE

APPLICANT'S SIGNATURE (BY)

TITLE/RELATIONSHIP OF THE INDIVIDUAL IF
SIGNING IN A REPRESENTATIVE CAPACITYDATE SIGNED
(MM-DD-YYYY)



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 9 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



Council-Regular Meeting

C4

Meeting Date: 09/17/2019

To: Mayor and Council

Submitted For: Kristin Taft, Grants Manager

From: Kristin Taft, Grants Manager

Date: September 17, 2019

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:

Approach citizen engagement in unique and creative ways: Increase external funding through grants and other funding sources.

Subject: Resolution No. 2019-091: Relating to Police Department; approving and authorizing the Chief of Police and the Town Manager to execute GOHS Contract Numbers 2020-PTS-030 and 2020-II-003 between the State of Arizona by and through the Governor's Office of Highway Safety (GOHS) and the Town of Marana for grant funding for DUI/Impaired Driving Enforcement Program, enforcement related materials and supplies, and STEP Enforcement Program (Kristin Taft)

Discussion:

The Town of Marana Police Department has been awarded two grants from the Governor's Office on Highway Safety totaling \$75,000. The STEP Enforcement grant will provide \$30,000 to fund overtime and employee related expenses for officers to support Speed Enforcement activities. The DUI Enforcement grant will provide \$40,000 to fund overtime and employee related expenses for officers to support Impaired Driving enforcement activities. This award also includes an additional \$5,000 to purchase Portable Breath Test devices. Both of these grants focus on providing additional support to MPD for overtime activities to reduce speed related incidents and DUI/impaired driving casualties. Officers will be completing several special, high profile, holiday deployments including but not limited to: Super Bowl weekend, Cinco De Mayo, Graduation Day, Spring Break, Independence Day, and New Year's.

Over the past few years, the number of impaired drivers on Marana streets has been greatly reduced due to these efforts. Although great strides have been made to increase

safety on Marana roadways, there are still a large number of impaired drivers getting behind the wheel every day. The Marana Police Department is responding to this problem by increasing education, visibility, enforcement, and officer training. The overall goal is to reduce the number of accidents, injuries, and deaths caused by impaired and aggressive drivers. These grants provide funding for programs to combat excessive speed and aggressive driving, to initiate a coordinated education and enforcement effort utilizing internal resources and allowing the MPD to increase efforts to reduce speeding and aggressive and impaired driving, heading off the behaviors that lead to increased incidents of motor vehicle accidents.

This overtime funding will also allow Marana to continue participation on the Southern Arizona DUI Task Force, increasing the number of marked patrol units on the streets during peak DUI times and in targeted locations. This increased activity will serve as a deterrent and increase formal enforcement to reduce the number of impaired and aggressive drivers on Arizona roadways. The Town will provide event-specific, department-initiated DUI and speed enforcement and work in a coordinated effort with other agencies to reduce the number of individuals under the influence through enforcement and education efforts and to reduce the number of aggressive drivers in the region.

Financial Impact:

Fiscal Year: 2020
Budgeted Y/N: Y
Amount: \$75,000

All of the officers' overtime will be fully reimbursed by this grant and the equipment is fully funded and does not require a match.

Staff Recommendation:

Staff recommends approval of the two grant agreements.

Suggested Motion:

I move to adopt Resolution No. 2019-091, approving and authorizing the Chief of Police and the Town Manager to execute GOHS Contract Numbers 2020-PTS-030 and 2020-II-003 between the State of Arizona by and through the Governor's Office of Highway Safety (GOHS) and the Town of Marana for grant funding for DUI/Impaired Driving Enforcement Program, enforcement related materials and supplies, and STEP Enforcement Program.

Attachments

Resolution 2019-91
2020-PTS-030 Grant Agreement

MARANA RESOLUTION NO. 2019-091

RELATING TO POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE CHIEF OF POLICE AND THE TOWN MANAGER TO EXECUTE GOHS CONTRACT NUMBERS 2020-PTS-030 AND 2020-II-003 BETWEEN THE STATE OF ARIZONA BY AND THROUGH THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY (GOHS) AND THE TOWN OF MARANA FOR GRANT FUNDING FOR DUI/IMPAIRED DRIVING ENFORCEMENT PROGRAM, ENFORCEMENT RELATED MATERIALS AND SUPPLIES, AND STEP ENFORCEMENT PROGRAM

WHEREAS the State of Arizona, by and through the Governor's Office of Highway Safety (GOHS) sought proposals from state and local agencies for projects relating to all aspects of highway safety; and

WHEREAS on February 19, 2019, the Town Council adopted Resolution No. 2019-012 authorizing the Chief of Police to apply for funding for FY 2019-2020 in the form of reimbursable grants from the National Highway Traffic Safety Administration and the Arizona Oversight Council on Driving or Operating under the Influence Abatement; and

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

WHEREAS GOHS has awarded grant funding to the Marana Police Department for DUI and speed enforcement; and

WHEREAS the Town Council finds that it is in the best interests of the community to enter into grant agreements with GOHS to be eligible to receive the awarded grant funds.

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

SECTION 1. GOHS Contract Number 2020-PTS-030, attached to and incorporated by this reference in this resolution as Exhibit A, and GOHS Contract Number 2020-II-003, attached to and incorporated by this reference in this resolution as Exhibit B, between the State of Arizona by and through the Governor's Office of Highway Safety (GOHS) and the Town of Marana, are hereby approved and the Chief of Police and the

Town Manager are hereby authorized to execute them for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 17th day of September, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37520300004020AZ0

Assistance Listings: 20.600

1. APPLICANT AGENCY Marana Police Department	GOHS CONTRACT NUMBER: 2020-PTS-030
--	---

ADDRESS
175 North Pine Street, Globe, Arizona 85501

PROGRAM AREA:
402-PTS

2. GOVERNMENTAL UNIT
Town of Marana

AGENCY CONTACT:
Kristin Taft

ADDRESS
11555 West Civic Center Drive, Marana, AZ 85653

3. PROJECT TITLE:
STEP Enforcement

4. GUIDELINES:
402-Police Traffic Services (PTS)

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout the Town of Marana.

6. BUDGET COST CATEGORY	Project Period FFY 2020
I. Personnel Services	\$21,429.00
II. Employee Related Expenses (40%)	\$8,571.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$30,000.00

PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2020
-----------------------	--	-----------------------

CURRENT GRANT PERIOD	FROM: 10-01-2019	TO: 09-30-2020
-----------------------------	-------------------------	-----------------------

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$30,000.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 93

Total Population in city/town or county: 45,378

Total Road Mileage: Highway: 18 Local: 233 Total: 251

	2017	2016	2015
Total Crashes	806	805	873
Total Injury Crashes	55	55	56
Total Fatal Crashes	1	1	6
Total Alcohol-related Crashes	29	32	34
Total Alcohol-related Serious Injuries	12	5	10
Total Alcohol-related Fatalities	0	0	2
Total Speed-related Crashes	N/A	N/A	N/A
Total Speed-related Serious Injuries	N/A	N/A	N/A
Total Speed-related Fatalities	1	1	1

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

The Town of Marana encompasses 122 square miles, bisected by 18.2 miles of Interstate 10 with a frontage road running parallel to the I-10. This corridor hosts seven traffic interchanges with 28 on/off ramps and 10 railroad crossings that are at grade and with the recent double tracking of the Union Pacific Railroad, the Town has seen a dramatic increase in daily train traffic. Economic growth has increased residential and commercial building, which is attracting additional people and commerce to the town. Marana has been impacted by several road constructions projects and intersections that were overburdened and have become more congested resulting in a stressful and aggressive driving by agitated drivers causing a higher number of traffic-related incidences. Marana PD is understaffed, with four traffic officers enforcing seven elementary school zones and the high school traffic volume has increased with traffic related complaints and increased fatal collisions.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout the Town of Marana.

How Agency Will Solve Problem with Funding:

Marana Police Department is requesting funding for Police Department overtime salaries and employee related expenses to enhance high visibility traffic enforcement within the Town of Marana. Overtime dollars will provide the resources necessary for Marana PD officers to expand efforts in GOHS high priority and stressed areas of concern, reducing the number of high-speed drivers on roadways, and increasing visibility in school and construction zones to serve as a deterrent. Marana PD is confident it can reduce the number of speed related collisions, deaths, injuries, and property damage, by continuing aggressive traffic enforcement and the department can make the I-10 corridor and adjacent roadways safer for the residents and visitors.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of speeding-related crashes 10% from 806 during calendar year 2017 to 765 by December 31, 2020.

To decrease fatalities in speeding-related crashes 100% from 1 in calendar year 2017 to 0 by December 31, 2020.

To decrease serious injuries in speeding-related crashes 10% from 55 in calendar year 2017 to 50 by December 31, 2020.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 10% from 1410 during Calendar Year 2018 to 1551 during FFY 2020.

Conduct targeted speed enforcement efforts a minimum of 1 times per month during FFY 2020.

Additional Contract Objectives:

1. Conduct a minimum of four school zone traffic enforcement saturation patrols during FFY2020.
2. Conduct high visibility traffic enforcement saturation patrols during local school's Fall Break, Christmas Break, and Spring Break during FFY2020.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout the Town of Marana.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

The Marana Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Marana Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Marana Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Marana Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2019)	January 30, 2020
2nd Quarterly Report and RCI (January 1 to March 31, 2020)	April 20, 2020
3rd Quarterly Report and RCI (April 1 to June 30, 2020)	July 20, 2020
4th Quarterly Report and RCI (July 1 to September 30, 2020)	October 15, 2020
Final Statement of Accomplishments	October 15, 2020

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Terry Rozema, Chief of Police, Marana Police Department, shall serve as Project Director.

Kristin Taft, Grants Manager, Marana Police Department, shall serve as Project Administrator.

Shannon Parks, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly

	Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$21,429.00
II.	Employee Related Expenses (ERE) (40%)	\$8,571.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$30,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Marana Police Department shall absorb any and all expenditures in excess of \$30,000.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. DUNS Number:

(DUNS #)

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Terry Rozema, Chief of Police
Marana Police Department

Date

Telephone***Signature of Authorized Official of
Governmental Unit:***

Jamsheed Mehta, Town Manager
Town of Marana

Date

Telephone

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A3752030000405dAZM		Assistance Listings: 20.616
1. APPLICANT AGENCY Marana Police Department	GOHS CONTRACT NUMBER: 2020-II-003	
ADDRESS 175 North Pine Street, Globe, Arizona 85501	PROGRAM AREA: 405d	
2. GOVERNMENTAL UNIT Town of Marana	AGENCY CONTACT: Kristin Taft	
ADDRESS 11555 West Civic Center Drive, Marana, AZ 85653	3. PROJECT TITLE: DUI/Impaired Driving Enforcement, and Enforcement Related Materials and Supplies – (PBT's)	
4. GUIDELINES: 405d		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 405d funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: PBT's to enhance DUI/Impaired Driving Enforcement throughout the Town of Marana.		
6. BUDGET COST CATEGORY	Project Period FFY 2020	
I. Personnel Services	\$28,571.00	
II. Employee Related Expenses (40%)	\$11,429.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$5,000.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$45,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2020
CURRENT GRANT PERIOD	FROM: 10-01-2019	TO: 09-30-2020
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$45,000.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 93

Total Population in city/town or county: 45,378

Total Road Mileage: Highway: 18 Local: 233 Total: 251

	2017	2016	2015
Total Crashes	806	805	873
Total Injury Crashes	55	55	56
Total Fatal Crashes	1	1	6
Total Alcohol-related Crashes	29	32	34
Total Alcohol-related Serious Injuries	12	5	10
Total Alcohol-related Fatalities	0	0	2
Total Speed-related Crashes	N/A	N/A	N/A
Total Speed-related Serious Injuries	N/A	N/A	N/A
Total Speed-related Fatalities	1	1	1

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

The Marana Police Department had a large number of arrests with extreme blood alcohol concentration, with new alcohol-serving establishments in Marana, generating an extreme number of impaired drivers, exasperating the Town's DUI related traffic concerns, with a shortage of officer staffing providing coverage to enforce and reduce the DUI traffic related incidences. Marana has a large number of commuters and is a main thoroughfare for other surrounding municipalities, resulting in a large number of impaired drivers on the roadways within the town, returning to Marana or traveling through the Town. Town growth has increased, due to the arrival of a new shopping mall, hotel, restaurants, microbreweries and bars and Marana host several events annually where alcohol is served, resulting in an increase of fatal collisions.

Agency Funding:

Federal 405d funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: PBT's to enhance DUI/Impaired Driving Enforcement throughout the Town of Marana.

How Agency Will Solve Problem with Funding:

Grant funding will help offset the salary and related costs of officer overtime, employee expenses and the purchase of PBT's, affecting high visibility DUI Enforcement throughout the Town of Marana. Marana PD will deploy officers to locate, investigate, and arrest impaired driving offenders and will participate in coordinated multi-agency task forces during specific holiday periods, to perform DUI saturation enforcement patrols with deployments to serve as a deterrent and reduce the number of impaired drivers on Arizona roadways. Marana PD is confident that by continuing aggressive DUI enforcement and community education, it can reduce the number of impaired driver incidents, collisions, deaths, injuries, and property damage caused by impaired drivers and help make the I-10 corridor and adjacent roadways safer for the residents and visitors.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of impaired-related crashes 15% from 29 during calendar year 2017 to 26 by December 31, 2020.

To decrease fatalities in impaired-related crashes 100% from 1 in calendar year 2017 to 0 by December 31, 2020.

To decrease serious injuries in impaired-related crashes 50 % from 12 in calendar year 2017 to 6 by December 31, 2020.

Contract Objectives:

To participate in a minimum of 3 DUI saturation patrols per quarter during FFY 20

To participate in a minimum of 1 DUI task force operations per quarter during FFY 2020.

Additional Contract Objectives:

1. Conduct a minimum of two extra department DUI deployments during FFY2020.
2. Conduct a minimum of two DUI training sessions for enforcement personnel during FFY 2020.

GOALS/OBJECTIVES:

Federal 405d funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: PBT's to enhance DUI/Impaired Driving Enforcement throughout the Town of Marana.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.

The Marana Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Marana Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Marana Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

Materials and Supplies - To purchase/procure the following Materials and Supplies for DUI/Impaired Driving Enforcement Activities: PBT's

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:**BREATH TESTING DEVICES –****Requirements for Portable Breath Test Devices (PBTs):**

The Marana Police Department will be responsible for providing all personnel the appropriate training for using the Portable Breath Test Devices (PBTs) purchased under this Contract.

PBTs will be calibrated per the specifications outlined by the respective manufacturer. Written documentation will be maintained by the Agency and will be available upon request for review by GOHS.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Marana Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2019)	January 30, 2020
2nd Quarterly Report and RCI (January 1 to March 31, 2020)	April 20, 2020
3rd Quarterly Report and RCI (April 1 to June 30, 2020)	July 20, 2020
4th Quarterly Report and RCI (July 1 to September 30, 2020)	October 15, 2020
Final Statement of Accomplishments	October 15, 2020

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Terry Rozema, Chief of Police, Marana Police Department, shall serve as Project Director.

Kristin Taft, Grants Manager, Marana Police Department, shall serve as Project Administrator.

Shannon Parks, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the

required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone

	conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$28,571.00
II.	Employee Related Expenses (ERE) (40%)	\$11,429.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies PBT's	\$5,000.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$45,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Marana Police Department shall absorb any and all expenditures in excess of \$45,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY

will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180

and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. DUNS Number:

(DUNS #)

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Terry Rozema, Chief of Police
Marana Police Department

Date

Telephone

***Signature of Authorized Official of
Governmental Unit:***

Jamsheed Mehta, Town Manager
Town of Marana

Date

Telephone



Council-Regular Meeting

C5

Meeting Date: 09/17/2019

To: Mayor and Council

From: Laine Sklar, Town Magistrate

Date: September 17, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2019-092: Relating to Municipal Court; approving the reappointment of Michael Aaron, Kenneth Bowman, Maria Felix, and Ronald Newman and the appointment of Frank Anjakos as magistrates pro tempore for the Marana Municipal Court (Laine Sklar)

Discussion:

Section 5-2-1 of the Marana Town Code provides that the Town Council may appoint magistrates pro tempore for the purposes of hearing a particular case or acting as the Town Magistrate in the Town Magistrate's absence. Town Magistrate, Laine Sklar, has determined it is necessary to appoint qualified individuals to serve as magistrates pro tempore on an as needed basis in the Marana Municipal Court.

On January 16, 2018, on the recommendation of Judge Sklar, the Council appointed Michael Aaron, Kenneth Bowman, and Ronald Newman as magistrates pro tempore with a term expiring on September 30, 2019. On April 16, 2019, on the recommendation of Judge Sklar, the Council appointed Maria Felix as magistrate pro tempore with a term expiring September 30, 2019. Judge Sklar now recommends reappointment of these individuals as magistrates pro tempore for a two year term from October 1, 2019 to September 30, 2021, to coincide with Judge Sklar's contract with the Town. All four magistrates pro tempore continue to meet the qualifications imposed by Arizona law and have demonstrated the requisite skill and character to perform as magistrates pro tempore.

Additionally, Judge Sklar recommends that additional judges pro tempore be appointed to ensure full court coverage in the event of her absence. As a result, Judge Sklar conducted an open process calling for applications for the position. After review of

those applications, Judge Sklar now recommends the Council appoint Frank Anjakos as an additional magistrate pro tempore to be used on an as needed basis when Judge Sklar is unavailable for court. The appointment of Frank Anjakos would be for a two year term from October 1, 2019 to September 30, 2021, to coincide with Judge Sklar's contract with the Town. Based on Judge Sklar's review, Frank Anjakos meets the qualifications imposed by Arizona law and possesses the requisite skill and character to perform the duties of a magistrate pro tempore.

Staff Recommendation:

Staff recommends approval of this resolution and reappointment of Michael Aaron, Kenneth Bowman, Maria Felix, and Ronald Newman, and the appointment of Frank Anjakos, as magistrates pro tempore for the Marana Municipal Court.

Suggested Motion:

I move to adopt Resolution No. 2019-092, approving the reappointment of Michael Aaron, Kenneth Bowman, Maria Felix, and Ronald Newman, and the appointment of Frank Anjakos, as magistrates pro tempore for the Marana Municipal Court.

Attachments

Resolution 2019-092 Appointing Magistrates Pro Tempore

MARANA RESOLUTION NO. 2019-092

RELATING TO MUNICIPAL COURT; APPROVING THE REAPPOINTMENT OF MICHAEL AARON, KENNETH BOWMAN, MARIA FELIX AND RONALD NEWMAN AND THE APPOINTMENT OF FRANK ANJAKOS AS MAGISTRATES PRO TEMPORE FOR THE MARANA MUNICIPAL COURT.

WHEREAS Section 5-2-1 of the Marana Town Code provides that the Town Council may appoint special magistrates or acting magistrates, also known as magistrates pro tempore, for the purposes of hearing a particular case or acting as the Town Magistrate in the Town Magistrate's absence; and

WHEREAS the Town Council, upon recommendation of the Town Magistrate, the Honorable Laine Sklar, has determined that it is necessary to appoint qualified individuals to serve as magistrates pro tempore on an as-needed basis in the Marana Municipal Court; and

WHEREAS the Town Magistrate solicited applications for magistrates pro tempore and based upon applications received and reviewed by the Town Magistrate, recommends that the Town Council appoint Frank Anjakos to serve as magistrate pro tempore on an as-needed basis; and

WHEREAS on January 16, 2018, via Resolution No. 2018-003, the Town Council reappointed Michael Aaron, Kenneth Bowman, and Ronald Newman as magistrates pro tempore with a term expiring on September 30, 2019; and

WHEREAS on April 16, 2019, via Resolution No. 2019-031, the Town Council appointed Maria Felix as magistrate pro tempore with a term expiring on September 30, 2019; and

WHEREAS the Town Magistrate recommends that the Town Council reappoint Michael Aaron, Kenneth Bowman, Maria Felix, and Ronald Newman to continue their service as magistrates pro tempore on an as-needed basis; and

WHEREAS the Town Council finds that these individuals meet the qualifications imposed by Arizona law and possess the requisite skill and character to perform as magistrates pro tempore.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that Michael Aaron, Kenneth Bowman, Maria Felix, and Ronald Newman are hereby reappointed to continue their service as magistrates pro tempore for the Marana Municipal Court on an as-needed basis, and Frank Anjakos is appointed to serve as magistrate pro tempore for the Marana Municipal Court on an as-needed basis, effective October 1, 2019 through September 30, 2021.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of September, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney



Council-Regular Meeting

C6

Meeting Date: 09/17/2019

To: Mayor and Council

Submitted For: Keith Brann, Town Engineer

From: Glenn Phillips, Civil Engineering Specialist

Date: September 17, 2019

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2019-093: Relating to Development; approving a release of assurances for Del Webb at Dove Mountain VII Lots 455-553 subdivision and accepting public improvements for maintenance (Keith Brann)

Discussion:

Pulte Homes has an assurance agreement with the Town to construct Del Webb at Dove Mountain VII Lots 455-553 subdivision. Pulte has completed the required public improvements and has requested release of the third party trust assurance agreement.

With the adoption of this proposed resolution, the Town will accept for maintenance, including maintenance of regulatory traffic control and street signs, approximately 0.86 miles of the following paved streets as shown on the plat of Del Webb at Dove Mountain VII:

- Dear Creek Trail
- Cliff Spring Trail
- Fire Point Trail

Staff Recommendation:

Staff recommends adoption of Resolution 2019-093, approving a release of assurances for Del Webb at Dove Mountain VII Lots 455-553 subdivision and accepting public improvements for maintenance.

Suggested Motion:

I move to adopt Resolution 2019-093, approving a release of assurances for Del Webb at Dove Mountain VII Lots 455-553 subdivision and accepting public improvements for maintenance.

Attachments

Resolution 2019-093 Release of Assurances Del Webb at Dove Mtn. VII
Exhibit 1

MARANA RESOLUTION NO. 2019-093

RELATING TO DEVELOPMENT; APPROVING A RELEASE OF ASSURANCES FOR DEL WEBB AT DOVE MOUNTAIN VII LOTS 455-553 SUBDIVISION AND ACCEPTING PUBLIC IMPROVEMENTS FOR MAINTENANCE

WHEREAS the final plat for 'Del Webb at Dove Mountain VII, Lots 455 - 553 and Common Area "A" (Drainage/Open Space)' ("Del Webb at Dove Mountain VII") was recorded in the Pima County Recorder's Office on June 12, 2018, at Sequence 20181630094; and

WHEREAS the Town has a third party trust substitute assurance agreement (the "Assurance Agreement") with Pulte Home Company, LLC (the "Subdivider") and Landmark Title Assurance Agency of Arizona, LLC, as Trustee under trust number 18300-T, recorded in the Pima County Recorder's office on June 12, 2018, at Sequence 20181630100, assuring the completion of public improvements for Del Webb at Dove Mountain VII; and

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

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

Section 1. The Assurance Agreement is hereby released.

Section 2. The Town accepts for maintenance, including maintenance of regulatory traffic control and street signs, approximately 0.86 miles of the following paved streets as shown on the plat of Del Webb at Dove Mountain VII:

- Dear Creek Trail
- Cliff Spring Trail
- Fire Point Trail

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of September 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

EXHIBIT 1



- GENERAL NOTES, Continued



- G-2018-031



Council-Regular Meeting

C7

Meeting Date: 09/17/2019

To: Mayor and Council

Submitted For: Scott Schladweiler, Interim Water Director

From: Asia Philbin, Water Resources Coordinator

Date: September 17, 2019

Strategic Plan Focus Area:
Commerce

Subject: Resolution No. 2019-094: Relating to Utilities; approving and authorizing the Water Director to sign Amendment No. 2 to Resource Aggregation Contract No. 11 DSR 12215 among United States Department of Energy Western Area Power Administration, Town of Marana, Arizona Water Department, and Arizona Electric Power Cooperative, Inc. (Scott Schladweiler)

Discussion:

The Town contracted with United States Department of Energy Western Area Power Administration (WAPA) for firm electric service from the Parker-Davis Project from September 2008 through September 2028. WAPA, Marana, and AEPCO entered into a separate aggregation contract in March of 2011, which included Marana's and AEPCO's electrical loads and generation resources for power scheduling; and designated AEPCO as Marana's Administrative Agent, to manage and act on behalf of Marana in the performance of its original contract with WAPA. Through the aggregation contract, Marana benefits from AEPCO services and a mechanism to be credited for any unused scheduled and pre-paid power. This amendment extends the contract through the term of Marana's original contract with WAPA.

Financial Impact:

Fiscal Year: 2020
through
2029

Budgeted Y
Y/N:
Amount: \$20,000

The amount presented represents approximate current annual savings from pass-through credits on electric bills.

Staff Recommendation:

Staff recommends adoption of Resolution 2019-094, approving and authorizing the Water Director to sign Amendment No.2 to Resource Aggregation agreement among United States Department of Energy Western Area Power Administration, Town of Marana, and AEPCO.

Suggested Motion:

I move to adopt Resolution 2019-094, approving and authorizing the Water Director to sign Amendment No.2 to Resource Aggregation agreement among United States Department of Energy Western Area Power Administration, Town of Marana, and AEPCO.

Attachments

Resolution 2019-094 WAPA Resource Aggregation Contract Amend 2
FinalDraftAgmt

MARANA RESOLUTION NO. 2019-094

RELATING TO UTILITIES; APPROVING AND AUTHORIZING THE WATER DIRECTOR TO SIGN AMENDMENT NO. 2 TO RESOURCE AGGREGATION CONTRACT NO. 11 DSR 12215 AMONG UNITED STATES DEPARTMENT OF ENERGY WESTERN AREA POWER ADMINISTRATION, TOWN OF MARANA, ARIZONA WATER DEPARTMENT, AND ARIZONA ELECTRIC POWER COOPERATIVE, INC.

WHEREAS the United States Department of Energy Western Area Power Administration allocated 1000 kW of electrical power (hydropower) from the Parker-Davis Project Electric Service to the Town of Marana Utilities Department (now named the Water Department by Marana Ordinance No. 2015.015); and

WHEREAS the Town of Marana, the United States Department of Energy Western Area Power Administration, and Arizona Electric Power Cooperative, Inc. entered into Resource Aggregation Contract No. 11 DSR 12215 dated March 3, 2011, allowing the Water Department to lay off its unused hydropower to Arizona Electric Power Cooperative, Inc., and be reimbursed for all cost to Marana, saving the Water Department approximately \$20,000 per year; and

WHEREAS the current term of the Resource Aggregation Contract, as previously amended by Marana Resolution No. 2015-067, ends on September 30, 2019, and the parties desire to extend it; and

WHEREAS the Mayor and Council of the Town of Marana find that further extension of the Resource Aggregation Contract is in the best interests of the Town of Marana and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that Amendment No. 2 to Resource Aggregation Contract No. 11 DSR 12215 is hereby approved, and the Water Director of the Town of Marana is hereby authorized to execute it in substantially the form attached as Exhibit A to and incorporated by this reference in this resolution, for and on behalf of the Town of Marana, extending the term of the Resource Aggregation Contract to September 30, 2028.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of September, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

**AMENDMENT NO. 2 TO
CONTRACT NO. 11-DSR-12215
AMONG**

**UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
Desert Southwest Regional Office
Parker-Davis Project
Salt Lake City Area Integrated Projects**

AND

TOWN OF MARANA, ARIZONA WATER DEPARTMENT

AND

ARIZONA ELECTRIC POWER COOPERATIVE, INC.

FOR

RESOURCE AGGREGATION

Table of Contents

<u>Section</u>	<u>Title</u>	<u>Page No.</u>
1	Preamble.....	1
2	Explanatory Recitals	2
3	Agreement	2
4	Modification of Section 5 of the Original Contract	2
	(Effective Date and Term)	
5	Term of Amendment	2
6	Original Contract to Remain in Effect	2
7	Execution in Counterpart	2
8	Authority to Execute	3
	Signature Clause	4

**AMENDMENT NO. 2 TO
CONTRACT NO. 11-DSR-12215**

AMONG

**UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
Desert Southwest Regional Office
Parker-Davis Project
Salt Lake City Area Integrated Projects**

AND

TOWN OF MARANA, ARIZONA WATER DEPARTMENT

AND

ARIZONA ELECTRIC POWER COOPERATIVE, INC.

FOR

RESOURCE AGGREGATION

1. **PREAMBLE:** This Amendment No. 2 (Amendment) is made this ____ day of _____, 2019, as part of Contract No. 11-DSR-12215 (Original Contract), among Western Area Power Administration (WAPA), the Town of Marana, Arizona Utilities Department (Marana) (now renamed the Water Department by Marana Ordinance 2015.015), and the Arizona Electric Power Cooperative, Inc. (AEPCO), pursuant to the same authorities as the Original Contract and subject to all of the provisions of the Original Contract, except as amended herein. WAPA, Marana, and AEPCO may individually be referred to as Party and collectively as Parties; except that Marana and AEPCO may be referred to individually as Contractor and collectively as Contractors.

2. **EXPLANATORY RECITALS:**

2.1 The Contractors have entered into contracts with WAPA for firm electric service from the P-DP and/or SLCA/IP.

2.2 The Parties entered into the Original Contract to include the Contractors' electrical loads and generation resources for power scheduling; and have AEPCO, as Marana's Administrative Agent, manage and act on behalf of Marana in the performance of the Original Contract.

2.3 The Parties now desire to extend the term of the Original Contract.

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

4. **MODIFICATION OF SECTION 5 OF THE ORIGINAL CONTRACT**

(EFFECTIVE DATE AND TERM): Section 5 of the Original Contract is deleted in its entirety and replaced with the following:

“This Contract, as amended herein, shall become effective upon execution, and except as otherwise provided for in Section 9, shall remain in effect until midnight, September 30, 2028.”

5. **TERM OF AMENDMENT:** This Amendment shall become effective upon execution, and shall remain in effect and terminate concurrently with the Original Contract, as amended.

6. **ORIGINAL CONTRACT TO REMAIN IN EFFECT:** Except as expressly modified by this Amendment, the Original Contract shall remain in force and effect, and this Amendment shall be subject to all terms of the Original Contract.

7. **EXECUTION IN COUNTERPART:** This Amendment may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and

delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Amendment may be detached by any counterpart of this Amendment without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Amendment identical in form hereto, by having attached to it one or more signature pages.

8. **AUTHORITY TO EXECUTE**: Each individual signing this Amendment certifies that the Party represented has duly authorized such individual to execute this Amendment that binds and obligates the Party.

The Parties named below have caused this Amendment No. 2 to Contract
No. 11-DSR-12215 to be executed in accordance with Section 1 herein.

DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

By _____
Jimmy Kendrick
Title _____
Vice President of Power Marketing
for Desert Southwest Region
Address _____
Desert Southwest Region
P.O. Box 6457
Phoenix, AZ 85005-6457

TOWN OF MARANA, ARIZONA
WATER DEPARTMENT

ATTEST:

Title _____
By _____
Scott Schladweiler
Title _____
Acting Water Director
Address _____
5100 West Ina Road
Marana, AZ 85743

The Party named below have caused this Amendment No. 2 to Contract
No. 11-DSR-12215 to be executed in accordance with Section 1 herein.

ARIZONA ELECTRIC POWER COOPERATIVE,
INC.

By _____

Patrick F. Ledger

Title _____

Executive Vice President and Chief

Executive Officer

ATTEST

Address _____

1000 South Highway 80

Title

Benson, Arizona 85602-3631



Council-Regular Meeting

C8

Meeting Date: 09/17/2019

To: Mayor and Council

From: Cherry L. Lawson, Town Clerk

Date: September 17, 2019

Subject: Approval of the September 3, 2019 Regular Council Meeting Summary Minutes
(Cherry L. Lawson)

Attachments

09/03/2019 Regular Council Meeting Summary Minutes



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers September 3, 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 PM and directed the Clerk to call the roll. **Vice Mayor Jon Post; Council Members Dave Bowen, Patti Comerford, Herb Kai (Excused), Roxanne Ziegler (Excused) and John Officer** were present. There was a quorum of council members present constituting a quorum.

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

APPROVAL OF AGENDA

Vice Mayor Post moved and Council Member Comerford seconded the motion to approve the agenda and removing Item B1 from the agenda. Motion passed, unanimously: 5-0.

CALL TO THE PUBLIC

Mayor Honea opened the meeting to receive public comments. The following individuals provided comments to the Council.

Hilary Parry, representative of website service named **JustServe.org** spoke to Council regarding it is a service for those who are interested in serving as a volunteer, and for those entities that are looking for volunteers. She presented two bags for the Marana Police Department to use for families or individuals in need of comfort during a crisis or other situation.

Linda Zupia, speaking on behalf of the Marana Stake Public Affairs Department with the Church of Jesus Christ and Latter Day Saints. It is estimated that one in five youth suffers from mental health illness. The Marana Stake of the Church of Jesus Christ and Latter Day Saints will be hosting a Youth Mental Health First Aid training class on September 28 from 8am to 5pm. The training is provided by Arizona Youth Partnership from a grant provided by Substance Abuse and Mental Health Services Administration. Participants will be provided training on identifying signs and symptoms of mental illness as well as those resources that are available to youths and their families. At the end of the eight hour training, participants will receive a 10 question quiz and upon passing with six or greater score, the participants will be certified with the National Council on Behavioral Health as a Mental Health First Aider.

Sharon Foltz spoke to Council regarding the General Plan and complimented the staff on presentation of it. She wished to advocate for three areas of the General Plan once it has been ratified by the electors, policies become developed and programs implemented as follows: Section 4 – Tree planting across the Marana community, as well as protecting mature trees; increase water harvesting so that all commercial properties plant their trees they will do water harvesting which will eliminate tree boxes; and last all construction and renovations are plumbed for gray water for the use of watering local vegetation.

PROCLAMATIONS

Proclamation declaring the week of September 23-29, 2019 as Diaper Need Awareness Week (Cherry L. Lawson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Comerford reported that she had attended the Arizona League of Cities and Towns Conference at Starr Pass that it was a great conference that was full of training opportunities.

Mayor Honea reported that he attended the Arizona League of Cities and Towns Conference at Starr Pass. One of the most valuable assets at the League is networking with fellow elected officials and staff members from other cities and towns. I spent a couple hours with Mayor Joe Winfield of Oro Valley who is just getting started in the political world. He enjoyed spending that time with him and the other members during the conference.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Jamsheed Mehta commented on the Executive Report and reported that the Town had a total of 62 single-family home construction permits approved in August that includes 60 in subdivisions and two custom homes. That total is slightly lower than what Marana has seen in previous months of 80 or higher in permits. These fluctuations do not concern staff at this time as these ebbs and flows vary throughout the year.

He reported that **Tony Hunter, Assistant to the Town Manager (formerly)** today is his last day with the Town as he has accepted a position working with the State of Arizona. **Mr. Hunter** had been involved in practically every aspect of what we are involved in specially in the Manager's office from customer service of all aspects including meeting with residents on whatever their concerns were he's been our legislative liaison for all our legislative issues; not just at the State Capital but also at the Federal level as well dealing with Senators and Congress members. **Mr. Hunter** was the Project Manager for the deer monument at Tangerine Road from bringing it from a concept to actually getting constructed, and arranging the opening ceremonies that led up to it. He had also been involved in every aspect of the process in streamlining Development Services. **Mr. Mehta** expressed his appreciation for **Mr. Hunter's** work with the Town and stated he will be missed.

Mr. Mehta reported that the Parks and Recreation Department took home a state award during an annual event organized by the states Parks and Recreation Association. Marana was one of 20 recipients although there were 60 submissions in different categories to have won the award that falls under the category of Outstanding Adaptive Program. Marana Parks and Recreation introduced for the first time a programming event targeting a particular population group that has traditionally been underserved. We have two recreation staff members Kevin Goodrich and Olivia Salazar who were instrumental in planning this event and there were several other departments that also participated in in making it happen. Marana had 130 recipients to participate in that event last year. In this category there were 12 categories and Marana received the highest award in one of those categories. He congratulated the Parks and Recreation Department for receiving the Outstanding Recreation Award for Adaptive Recreation.

PRESENTATIONS

P1 Relating to Traffic and Highways; presentation, update, and discussion regarding the Regional Transportation Authority (RTA) Program (Cherry L. Lawson)

Mindy Blake, Regional Transportation Authority and Pima Association of Governments Representative provided a PowerPoint Presentation (*on file in the Town Clerk's Office*) on the efforts of the RTA which included a video clip of **Nathan Barrett, Senior Transportation Planner with Pima Association of Governments** on how the RTA manages and disperses funding for the region transportation needs.

CONSENT AGENDA

Council Member Bowen motion to approve the Consent Agenda, and Vice Mayor Post seconded the motion. The motion passed, 5-0.

C1 Resolution No. 2019-080: Relating to the Police Department; approving and authorizing the Town Manager to execute grant agreement number GFR-AZ911-20-012 between the State of Arizona, acting through the Arizona Department of Administration, Office of Grants and Federal Resources (GFR) and the Town of Marana, acting as System Administrator for the Pima County 9-1-1 System, for grant funding for the Arizona 9-1-1 Grant Program; approving a form of Memorandum of Understanding (MOU) regarding the payment of Arizona 9-1-1 Grant Program budgeted expenses for Pima County 9-1-1 System Public Safety Answering Points (PSAPs); and authorizing the Chief of Police to enter into the MOU with the other eligible Pima County 9-1-1 System PSAPs (Jane Fairall)

C2 Resolution No. 2019-081: Relating to Economic development; approving the amended Destination Marketing & Film Office Lead Generation Program and authorizing the Town Manager to administer it (Laura Cortelyou)

C3 Resolution No. 2019-082: Relating to Parks and Recreation; approving and authorizing the Parks and Recreation Director to execute the Second Amendment to Facility Usage Agreement between the Town of Marana and Leman Academy of Excellence, Inc. (Jim Conroy)

C4 Resolution No. 2019-083: Relating to Claims and Settlement; approving and authorizing the Town Manager to execute a Settlement Agreement between the Town of Marana and HDR Engineering, Inc. related to design services for the Marana Water reclamation constructed recharge facility (Scott Schladweiler)

C5 Resolution No. 2019-084: Relating to Development; approving a release of assurances for the portion of the Gladden Farms Block 35 & 39 plat that was not resubdivided by the Gladden Farms Block 35 plat and accepting public improvements for maintenance; and making a scrivener's error correction in one of the associated assurance agreements (Keith Brann)

C6 Ordinance No. 2019.019: Relating to Development; revising Marana Standard Detail 740-1 for wayfinding signs and establishing an effective date (Keith Brann)

Resolution No. 2019-085: Relating to Development; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2019.019, revising Marana Standard Detail 740-1 for wayfinding signs (Keith Brann)

C7 Approval of the Study Session Summary Minutes of August 13, 2019 and the Regular Council Meeting Summary Minutes of August 6, 2019 (Cherry L. Lawson)

LIQUOR LICENSES

Council Member Bowen motion to approve and Vice Mayor Post seconded the motion approving the liquor license recommendation to the Arizona Department of Liquor Licenses and Control regarding a new series #10 Beer and Wine Store Liquor License application submitted by Andrea Dahlman Lewkowitz on behalf of Foulk Family Winery, located at 7229 N. Thornydale Road, #148 Marana, AZ 85741. The motion passed 5-0.

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a new series #10 Beer and Wine Store liquor license application submitted by Andrea Dahlman Lewkowitz on behalf of Foulk Family Winery, located at 7229 N. Thornydale Road #148 Marana, AZ 85741 (Cherry L. Lawson)

Town Clerk Cherry Lawson provided an overview of this liquor license application and stated staff is recommending an order approving the application to be submitted to the DLLC for the issuance of the liquor license.

BOARDS, COMMISSIONS AND COMMITTEES

Vice Mayor Post motion and Council Member Comerford seconded the motion to approve Resolution No. 2019-075 approving the appointment of Tom Sommerville to the Marana Public Safety Personnel Retirement System (PSPRS) Local Board. The motion passes, 5-0.

B1 Resolution No 2019-075: Relating to Boards, Commissions and Committees; approving the appointment of Tom Sommerville to the Marana Public Safety Personnel Retirement System (PSPRS) Local Board (Cherry L. Lawson)

Vice Mayor Post motion and Council Member Officer seconded the motion to approve Resolution No. 2019-086 selecting Transportation Connectivity and Infrastructure as the topic for the Marana Citizen's Forum Fall 2019 session. The motion passes, 5-0.

B2 Resolution 2019-086; Relating to Boards, Commissions and Committees; selecting Transportation Connectivity and Infrastructure as the topic for the Marana Citizens' Forum Fall 2019 session (Jamsheed Mehta)

Mr. Mehta provided an overview of this item explaining to Council that Marana has this terrific group called the Marana Citizens Forum that was established by Council several years ago, and the Town has used this group of citizens who are partly appointed by this Council, and some of whom are approved nominations through the Administration. The Marana Citizens Forum has been helpful in identifying key topics that this Council would traditionally identify as their Top priorities. Staff would provide them up to about three (3) topics to choose from, and then the Citizens Forum could be the one who would pick the one that they feel most germane to explore, discuss and eventually bring back to Council with its recommendations on select topics.

Mr. Mehta explained about a year ago the Town selected the topic for the Forum members to explore which was the General Plan 2040, and are now proposing the same again as the timing is perfect for doing exactly that one topic rather than opening it up for different topics to be chosen from. This time around the Town is suggesting the Forum review, explore and discuss transportation circulation and infrastructure as its topic for this session. **Mindy Blake, RTA and PAG Representative**, presented during this meeting how the RTA is proposing to go forward with a RTA extension and there is a Citizen Advisory Committee involved as part of their process.

Marana Citizens Forum is a committee that is ready made for us with persons from a diverse aspects of this Marana community who could engage in discussion and deliberation on all modes of transportation and exactly try to figure out in their opinion how would those different modes of transportation workout for the future of Marana. Speaking of the future of Marana, the same group was engaged a few months ago in its discussion the future General Plan 2040 Marana. They are quite familiar with the process of planning for the future. If we dive into some specificity dealing with transportation infrastructure, I think their recommendations would go a long way as this Forum will eventually come back to this Council with their list of recommendations.

Staff is recommending Mayor and Council approval of a single item Transportation Connectivity and Infrastructure as the topic for the next fall 2019 session.

COUNCIL ACTION

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Relating to Traffic and Highways; presentation regarding the status of the Pavement Preservation Program (Mo El-Ali)

Public Works Director Mo El-Ali provided a PowerPoint Presentation (*On file in the Town Clerk's Office and available on the Town's website*) update on Marana's six-year Pavement Preservation Program. Last year, Council was provided an update on the projects Town staff worked on and will provide an update on what the Town is working on this year and planning for the next five (5) years starting with fiscal year 2021.

Six years ago the Town created a Pavement Preservation Board Program which most of Council were on. At the same time created a Pavement Preservation Committee current committee members are: **Superintendent Rob Grimaldo, Supervisor Daniel Silva, Project Manager Mac Murray, Field Inspector Greg Sendiak, Assets Coordinator Robin Carreon, Signs and Markings Specialist Rich Jacinto.** It is with great appreciation to the Council for investing in pavements that are our largest infrastructure that we manage in public works.

The Pavement Preservation Philosophy or Pavement Management Philosophy is to preserve the excellent pavements first; those are with minor treatments and repair fair and poor pavements with moderate treatments and reconstruct, delay or minimize reconstruction. With new developments and new capital projects we apply the first treatment within the first year, and would like to continue doing that as it provides the highest return on investment to lowest life cycle cost for pavement. The best way to look at this process is to envision it as long term investment. Last year members of the Public Works team won a first place award for crack sealing. In looking at the Marana community, we do a great job of crack sealing--that usually reflects on the pavement condition which provides higher ratings. In the fiscal year 2019, pavement condition rating is the average condition of 73. Last year it was 72, and we had 529 miles. We currently have 549 lane miles, and the overall condition index is less than 40. Those pavements are in poor condition at 2 1/2%. Nationally anything under 10% is good, and under 5% is great. The national average condition is between 60 and 65 so Marana is way above the national average.

Pavement Treatment Costs

- Crack Seal ≈ \$1 per square yards (\$7,040 per lane mile)
- Fog Seal ≈ \$2 per square yards (\$14,080 per lane mile)
- Chip Seal ≈ \$7 per square yards (\$49,280 per lane mile)
- Mill & Overlay ≈ \$18 per square yards (\$126,720 per lane mile)
- Reconstruct ≈ \$42 per square yards (\$295,680 per lane mile)

FY 2019 Pavement Condition Rating

- 540 lane miles
- Average Condition = 73
- OCI < 40 = 2.5%

FY 2020 Projects

- Pavement Preservation treatment on a variety of roadways
- Reconstruction Projects
 - Avra Valley Road
 - Adonis Mobile Home Park streets within the subdivision along with other improvements such as: repairing drainage, and possibly sewer lines
 - San Lucas
 - Tangerine Road
 - Dove Mountain
 - Twin Peaks
 - Sunflower
 - Saguaro Springs

Pavement Assessment Project

- Public Works initiated a pavement condition survey and assessment in FY 2019. All streets have been reevaluated.
- Field data is being input into the Town's Cartegraph database
- The goal is to develop a five (5) year predictable Pavement Preservation Program

FY 2020 Pavement Conditions

- Town of Marana, AZ Post Rehab Overall Condition Comparison Condition @ Analysis Start Versus Selected Budget: Analysis Period 2020 to 2025
- Network Average Condition @ Analysis Start = 76, Backlog = 1.4%

Budget Required for Varying OCI's

<u>OCI Level</u>	<u>Budget Required</u>
➤ 80	\$5.0 Million
➤ 78	\$4.0 Million
➤ 76	\$3.5 Million
➤ 74	\$3.0 Million
➤ 72	\$2.5 Million
➤ 70	\$1.5 Million

Budget Levels Required to Maintain Streets at OCI 76

	FY2021	FY2022	FY2023	FY2024	FY2025
Annual Budget at OCI 76	\$3.50 M	\$3.50 M	\$3.50 M	\$3.50 M	\$3.50 M
Pavement Preservation Budget	\$1.25 M	\$1.25 M	\$1.25 M	\$1.25 M	\$1.25 M

Programmed CIP Budget	\$0.60 M	\$0	\$1.05 M	\$1.80 M	\$0
Budget Gap	\$1.65 M	\$2.25 M	\$1.2 M	\$0.45 M	\$2.25 M

What Else Does HURF (The Gas Tax) Fund?

- Street Maintenance Materials and Rentals
- Street Sweeping
- Signs and Markings
- Traffic Signals (Energy and Maintenance)
- Street Lighting (Energy and Maintenance)
- Landscape Maintenance and Weed Control
- ADA Ramps and Sidewalks Replacements
- Culvert and Wash Cleaning
- Structures (Guardrail, Bridges)
- Inmate Labor
- Vehicle and Equipment Maintenance
- Fuel and Oil
- Equipment Replacements

Next Steps

- Continue Maintaining and Preserving Excellent Pavements First - Minor Treatments
- Continue Repairing Fair and Poor Pavements - Moderate Treatments
- Continue Identifying Resources to Fund Reconstruction Projects - CIP

Mayor Honea stated if Marana's average roads are 76... **Mr. El-Ali** stated they would be 76 after this year. They are currently 73 – we included this year's projects as they have been included in the program, and will then be 76. Public Works is planning for the next five (5) years starting 2021 to 2025; to maintain them at that level, they will need \$3.5 million total between pavement preservation and construction.

Council Member Officer offered comments stating he appreciates the Public Works staff having the opportunity to display the tools that the Town has provided to them to maintain the roads and to show them when they go to those competitions, it provides them an opportunity to see what other communities do as well.

D2 Relating to Development and Public Works; update, discussion, and possible direction regarding public and private projects and development applications on the Town's Marana Current and Proposed Projects internet site (Jason Angell)

Development Services Director Jason Angell provided an update to Council on the various developments including Community Improvements, Transportation,

Commercial New Build, Commercial Remodel, Residential and Land Use projects across the Marana community, as well as newly issued business licenses.

D3 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 did not have a report to offer during this meeting.

D4 Resolution No. 2019-087: Relating to Municipal Court; reappointing Laine Sklar as Marana Town Magistrate for a two-year term beginning October 1, 2019; approving and authorizing the Mayor to execute an employment agreement between the Town of Marana and Laine Sklar (Jamsheed Mehta)

Deputy Town Attorney Jane Fairall provided a brief overview of this item stating **Judge Laine Sklar** was appointed by the Council for her first two year term in October 2015, and subsequently reappointed in October 2017 for an additional two year term. **Judge Sklar** term expires at the end of September. Town staff has prepared a potential employment agreement that has the same terms and benefits of conditions as the previous two (2) agreements. The only difference with this agreement is that we have left blanks for the compensation for each of the two (2) years of the agreement should the Council choose to reappoint **Judge Sklar**. As **Mayor Honea** mentioned we do have an executive session also on tonight's agenda so that the council can speak with or without her to discuss her employment in terms of the agreement. **Judge Sklar** has been appropriately noticed of the executive session for this evening

Mayor Honea stated **Laine Sklar** has done a phenomenal job as Magistrate for Marana Municipal Court. He commented about the concerns that many expressed about the Court prior to **Ms. Sklar** appointment. **Ms. Sklar** is an attorney, which many appointed magistrates are not; this is very beneficial to Marana, however, she is grossly underpaid.

Judge Sklar makes \$109,000 annually, while the judge in Oro Valley makes \$157,000 per year. She has done a phenomenal job for the Town of Marana at a lower rate of pay.

Mayor Honea motion and Vice Mayor Post second the motion to approve the first year of salary beginning October 1, 2019 in the amount of \$145,000, and \$160,000 in the second year of her contract. The motion passes, 5-0.

EXECUTIVE SESSIONS

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

E1 Executive Session pursuant to A.R.S. §38-431.03 (A), 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).

E2 Executive Session pursuant to A.R.S. §38-431.03 (A)(1) to discuss the employment of Town Magistrate Laine Sklar, including discussion of the terms of the Town Magistrate's Employment Agreement.

E3 Executive Session pursuant to A.R.S. § 38-431.03 (A)(1) for discussion, consideration and possible interviews of candidates for appointment to the Town of Marana Public Safety Personnel Retirement System (PSPRS) Board.

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).

Vice Mayor Post stated he had received a call from an older woman in our community who was very happy about the using the pool adjacent to the Senior Center, but wanted to know why the pool closed down so early into the season. Also, this citizen asked whether the Town provides for bill averaging for the water, or whether there are any plans in the future to do provide that service. **Vice Mayor Post** asked **Interim Water Director Scott Schladweiler** whether it was a possibility with the Town's proposed new water rate studies that were done, as this citizen was experiencing some level of difficulty as she is on a limited income.

Interim Water Director Scott Schladweiler replied stating it is something staff can look into, but that it is not in the current plan at this time. It is something that the Town can look into; however as things progress, we are moving closer to a report that would be out sometime by September 15th. There are some adjustments that we would need to make, but we can look into it and explore those options.

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Vice Mayor Post motioned, seconded by Council Member Officer to adjourn the meeting. The motion passes, 5-0. The meeting adjourned at 8:01 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on September 3, 2019. I further certify that a quorum was present.

Cherry L. Lawson, Town Clerk

DRAFT



Council-Regular Meeting

L1

Meeting Date: 09/17/2019

To: Mayor and Council

Submitted For: Cherry L. Lawson, Town Clerk

From: Suzanne Sutherland, Executive Assistant to the Town Clerk

Date: September 17, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a new series 7 Beer and Wine bar liquor license application submitted by Brian Euaine Vance on behalf of Catalina Brewing Company located at 6918 N. Camino Martin Suite #120, Tucson, Arizona 85741 after proper posting has been completed (Cherry L. Lawson)

Discussion:

This application is for a series 7 Beer and Wine bar liquor license application submitted by Brian Euaine Vance on behalf of Catalina Brewing Company located at 6918 N. Camino Martin Suite #120, Tucson, Arizona 85741.

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

This application originally came before the Town Council on August 6, 2019. However, notice was not posted at the premises for the required 20-day time period prior to that date. Notice has now been posted for the required amount of time, having been posted on August 20, 2019, and the application is ready for the Council's review and

recommendation.

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

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

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

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

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

Staff Recommendation:

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

Suggested Motion:

OPTION 1: I move to adopt and submit to the DLLC an order recommending approval of a new series 7 Beer and Wine Bar liquor license application submitted by Brian Euaine Vance on behalf of Catalina Brewing Company, located at 6918 N. Camino Martin Suite #120, Tucson, Arizona 85741.

OPTION 2: I move to adopt and submit to the DLLC an order recommending disapproval of a new series 7 Beer and Wine Bar liquor license application submitted by Brian Euaine Vance on behalf of Catalina Brewing Company, located at 6918 N. Camino Martin Suite #120, Tucson, Arizona 85741.

Attachments

Application

Affidavit of Posting

Local Governing Body Recommendation

DDLC Descriptions of Common Types of LL

State of Arizona
Department of Liquor Licenses and Control

Created 05/28/2019 @ 02:04:53 PM

Local Governing Body Report

LICENSE

Number:	Type:	007 BEER AND WINE BAR
Name:	CATALINA BREWING COMPANY	
State:	Pending	
Issue Date:	Expiration Date:	
Original Issue Date:		
Location:	6918 N CAMINO MARTIN #120 TUCSON, AZ 85741 USA	
Mailing Address:	6918 N CAMINO MARTIN #120 TUCSON, AZ 85741 USA	
Phone:	(520)329-3622	
Alt. Phone:	(520)275-2857	
Email:	BRIAN@CATALINABREWINGCO.COM	

AGENT

Name:	BRIAN EUAINE VANCE
Gender:	Male
Correspondence Address:	6918 N CAMINO MARTIN #120 TUCSON, AZ 85741 USA
Phone:	(520)275-2857
Alt. Phone:	
Email:	BRIAN@CATALINABREWINGCO.COM

OWNER

Name: CATALINA BREWING COMPANY LLC
Contact Name: BRIAN VANCE
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: L17806802 State of Incorporation: AZ
Incorporation Date: 08/17/2012
Correspondence Address: 6918 N CAMINO MARTIN
#120
TUCSON, AZ 85741
USA
Phone: (520)275-2857
Alt. Phone:
Email: BRIAN@CATALINABREWINGCO.COM

Officers / Stockholders

Name:	Title:	% Interest:
BRIAN EUAINE VANCE	Managing Member, Stockholder	51.00
HENRY CONLEY ROWE	Managing Member, Stockholder	38.40

**CATALINA BREWING COMPANY LLC - Managing
Member, Stockholder**

Name: BRIAN EUAINE VANCE
Gender: Male
Correspondence Address: 6918 N CAMINO MARTIN
#120
TUCSON, AZ 85741
USA
Phone: (520)275-2857
Alt. Phone:
Email: BRIAN@CATALINABREWINGCO.COM

**CATALINA BREWING COMPANY LLC - Managing
Member, Stockholder**

Name: HENRY CONLEY ROWE
Gender: Male
Correspondence Address: 6918 N CAMINO MARTIN
#120
TUCSON, AZ 85741
USA
Phone: (520)954-4699
Alt. Phone:
Email: HANK@CATALINABREWINGCO.COM

APPLICATION INFORMATION

Application Number: 65879
Application Type: New Application
Created Date: 05/28/2019

QUESTIONS & ANSWERS

007 Beer and Wine Bar

- 1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S. §4-203.01. Would you like to apply for an Interim Permit?
If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window.
No
- 2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.
Yes
- 3) Please provide name, address, and Distance of nearest school.
SENTINEL PEAK HIGH SCHOOL- 2,500 ft
4125 W AERIER DR TUCSON AZ 85741
- 4) Please provide name, address, and distance of nearest church.
CHURCH OF JESUS CHRIST LDS- 5,000 FT
3659 W HORIZON HILLS DR TUCSON AZ 85741
- 5) Are you a tenant? (A person who holds the lease of a property; a lessee)
Yes
A Document of type LEASE is required.
- 6) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
\$9,300.00 & RESTORE UNUSABLE IMPROVEMENTS
- 7) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
No
- 8) Are you the owner?
No
- 9) Are you a purchaser?
No
- 10) Are you a management company?
No
- 11) Is the Business located within the incorporated limits of the city or town of which it is located?
No
If no, in what City, Town, County or Tribal/Indian Community is this business located?
TOWN OF MARANA
- 12) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
TOTAL: \$302,793.00

WELLS FARGO BANK- SBA LOAN & C.C - \$186,400.00
PO BOX 2715 WINSTON SALEM NC 27102

CHASE BANK- CREDIT CARD - \$21,800.00
PO BOX 94014 PALATINE IL 60094

BRIAN VANCE & HENRY 'HANK' ROWE-NOTES TO OFFICERS- \$60,000.00
PO BOX 94014 PALATINE IL 60094

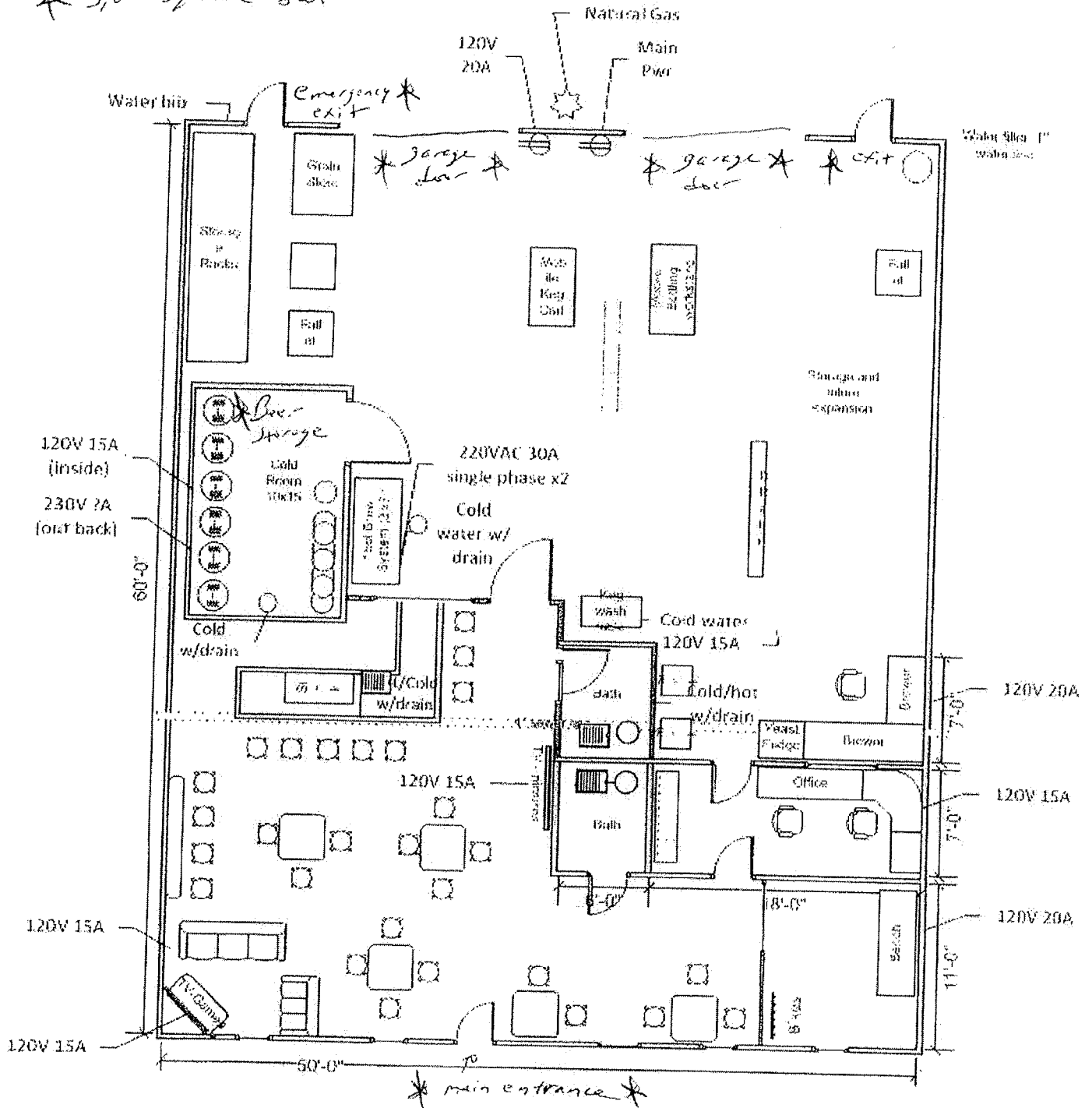
PAUL NORRIS- PERSONAL LOAN- \$34,593.00
PO BOX 1092 KALAMA WA 98625
- 13) Have you provided a diagram of your premises?
Yes

- 14) Is there a drive through window on the premises?
No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
NONE
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

CBC layout - 1bbl brew system (1' grid) - 4/20

19 MAY 28 Lic. Lic. PM 2:22

* 3,000 square feet

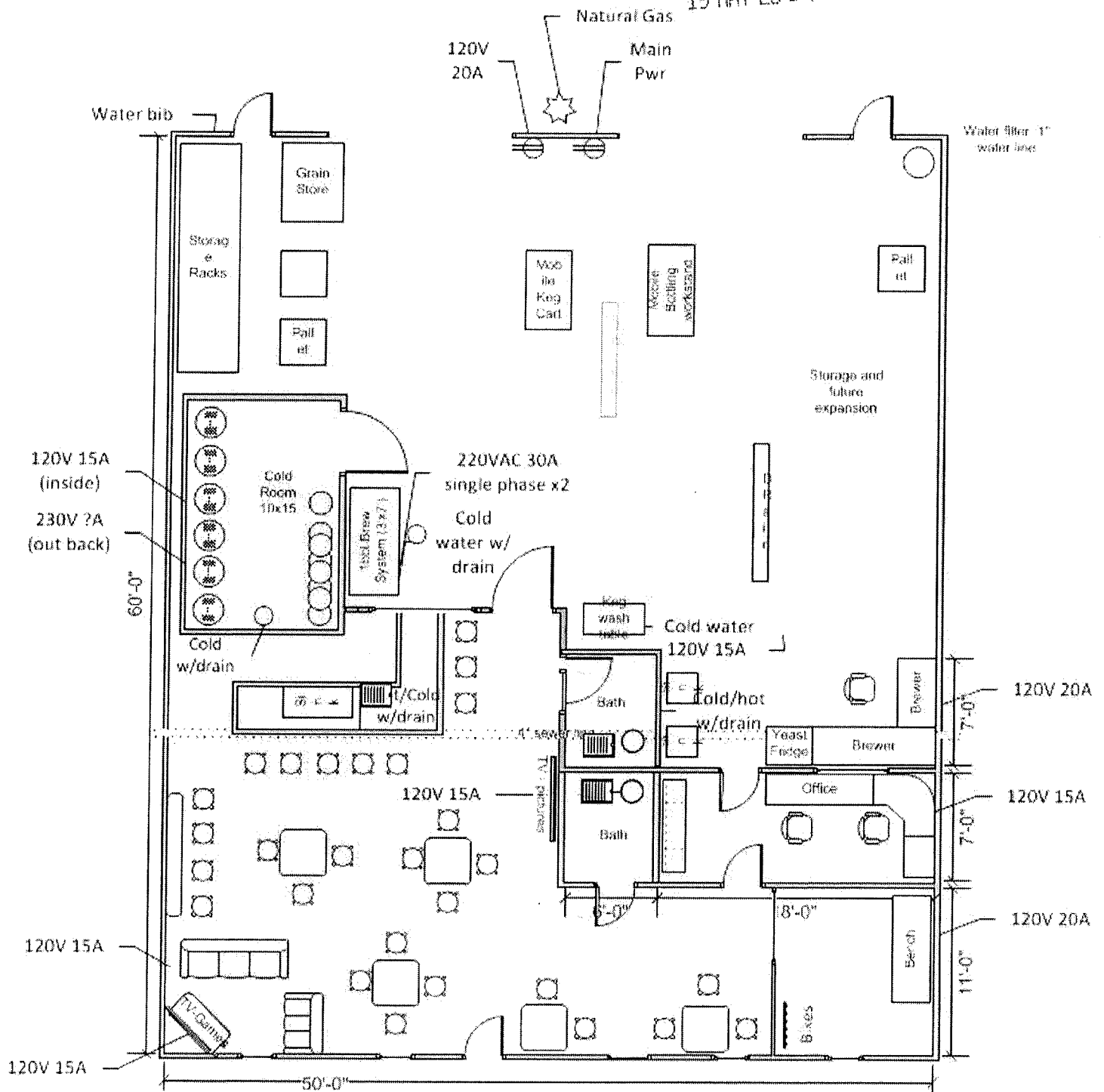


AMENDMENT

#65-879
Catrina Brewing Company
Vance, Brian Evaine

CBC layout – 1bbl brew system (1' grid) – 4/20

19 MAY 28 Lic. Lic. PM 2 122





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

AFFIDAVIT OF POSTING

Date of Posting: August 20, 2019 Date of Posting Removal: _____

Applicant's Name: Vance Brian Euaine
Last First Middle

Business Address: 6918 N. Camino Martin, Suite #120 Tucson 85741
Street City Zip

License #: 65879

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

Print Name of City/County Official Title Phone Number

Signature Date Signed

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



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

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

1. City or Town of: Town of Marana Liquor License Application #: 65879
(Circle one) (Arizona application #)
2. County of: Pima City/Town/County #: LL2019-12
3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),

(Name of entertainment district) (Date of resolution to create the entertainment district)
- A boundary map of entertainment district must be attached.
4. The Marana Town Council at a Regular meeting held on the 17th of
(Governing body) (Regular or special) (Day)
September, 2019 considered the application of Brian Euaine Vance
(Month) (Year) (Name of applicant)
for a license to sell spirituous liquor at the premises described in application 65879,
(Arizona liquor license application #)
for the license series #: type Series #007 Beer and Wine Bar as provided by A.R.S §4-201.
(i.e.: series #10: beer & wine store)

ORDER OF APPROVAL/DISAPPROVAL

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

TRANSMISSION OF ORDER TO STATE

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

Dated at _____ on _____, _____, _____
(Location) (Day) (Month) (Year)

(Printed name of city, town or county clerk)

(Signature of city, town or county clerk)

Department of Liquor Licenses and Control
Descriptions of Common Types of Liquor Licenses

Series 6 Bar

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

Series 7 Beer and Wine Bar

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

Department of Liquor Licenses and Control
Descriptions of Common Types of Liquor Licenses

Series 9 Liquor Store

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

Series 10 Beer and Wine Store

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

Series 11 Hotel/Motel

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

Series 12 Restaurant

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



Council-Regular Meeting

L2

Meeting Date: 09/17/2019

To: Mayor and Council

Submitted For: Cherry L. Lawson, Town Clerk

From: Suzanne Sutherland, Executive Assistant to the Town Clerk

Date: September 17, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an Owner Transfer series #009 Liquor Store liquor license application submitted by Inder Preet Kaur on behalf of Arco AM/PM, located at 3825 W. Orange Grove Road, Tucson, Arizona 85741 (Cherry L. Lawson)

Discussion:

This application is for a series #009 liquor store liquor license at Arco AM/PM, located at 3825 W. Orange Grove Road, Tucson, Arizona 85741.

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

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

The Town Council must enter an order recommending approval or disapproval of the application within 60 days after filing of the application. Pursuant to state statute, a

license will only be issued after a satisfactory showing of the capability, qualifications and reliability of the applicant and “in all proceedings before the town council, the applicant bears the burden of showing that the public convenience requires and that the best interests of the community will be substantially served by the issuance of a license.”

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

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

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

Staff Recommendation:

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

Suggested Motion:

OPTION 1: I move to adopt and submit to the DLLC an order recommending approval of an Owner Transfer series #009 liquor store liquor license application submitted by Inder Preet Kaur on behalf of Arco AM/PM, located at 3825 W. Orange Grove Road, Tucson, Arizona 85741.

OPTION 2: I move to adopt and submit to the DLLC an order recommending disapproval of an Owner Transfer series #009 liquor store liquor license application submitted by Inder Preet Kaur on behalf of Arco AM/PM, located at 3825 W. Orange Grove Road, Tucson, Arizona 85741.

Attachments

ARCO Redacted Application

Affidavit of Posting

Local Governing Body Recommendation

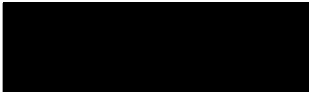
DLLC Descriptions of Common Types of LL

**State of Arizona
Department of Liquor Licenses and Control**

Created 08/19/2019 @ 03:06:14 PM

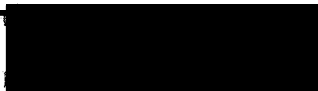
Local Governing Body Report

LICENSE

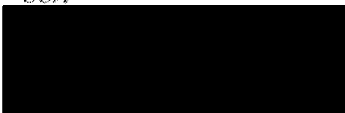
Number:	09100202	Type:	009 LIQUOR STORE
Name:	ARCO AM/PM		
State:	Pending		
Issue Date:		Expiration Date:	10/31/2019
Original Issue Date:	01/10/1986		
Location:	3825 W ORANGE GROVE ROAD TUCSON, AZ 85741 USA		
Mailing Address:	3825 W ORANGE GROVE ROAD TUCSON, AZ 85741 USA		
Phone:			
Alt. Phone:			
Email:			

Currently, this license has pending applications.

AGENT

Name:	INDER PREET KAUR
Gender:	Female
Correspondence Address:	3825 W ORANGE GROVE ROAD TUCSON, AZ 85741 USA
Phone:	
Alt. Phone:	
Email:	

OWNER

Name:	GURDIWAN INVESTMENTS INC		
Contact Name:	INDER PREET KAUR		
Type:	CORPORATION		
AZ CC File Number:	1986873	State of Incorporation:	AZ
Incorporation Date:	05/21/2019		
Correspondence Address:	3825 W ORANGE GROVE ROAD TUCSON, AZ 85741 USA		
Phone:			
Alt. Phone:			
Email:			

Officers / Stockholders

Name:	Title:	% Interest:
-------	--------	-------------

INDER PREET KAUR	VP/DIRECTOR	40.00
TAJINDER JIT SINGH	Pres/CEO/DIRECTOR	40.00
SIMAR DEEP SINGH		10.00
RAV DEEP SINGH		10.00

GURDIWAN INVESTMENTS INC - VP/DIRECTOR

Name: INDER PREET KAUR
 Gender: Female
 Correspondence Address: 3825 W ORANGE GROVE ROAD
 TUCSON, AZ. 85741
 USA
 Phone: [REDACTED]
 Alt. Phone: [REDACTED]
 Email: [REDACTED]

GURDIWAN INVESTMENTS INC - Pres/CEO/DIRECTOR

Name: TAJINDER JIT SINGH
 Gender: Male
 Correspondence Address: 3825 W ORANGE GROVE ROAD
 TUCSON, AZ 85741
 USA
 Phone: [REDACTED]
 Alt. Phone: [REDACTED]
 Email: [REDACTED]

GURDIWAN INVESTMENTS INC -

Name: RAV DEEP SINGH
 Gender: Male
 Correspondence Address: 3825 W ORANGE GROVE ROAD
 TUCSON, AZ 85741
 USA
 Phone: [REDACTED]
 Alt. Phone: [REDACTED]
 Email: [REDACTED]

GURDIWAN INVESTMENTS INC -

Name: SIMAR DEEP SINGH
 Gender: Male
 Correspondence Address: 3825 W ORANGE GROVE ROAD
 TUCSON, AZ 85741
 USA
 Phone: [REDACTED]
 Alt. Phone: [REDACTED]
 Email: [REDACTED]

APPLICATION INFORMATION

Application Number: 72574

Application Type:
Created Date:

Owner Transfer

~~08/06/2019~~

8-19-19 AP

QUESTIONS & ANSWERS

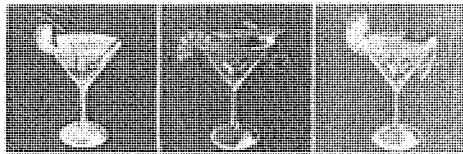
009 Liquor Store

- 1) If you intend to operate business while your application is pending you will need an interim permit pursuant to A.R.S. §4-203.01. Would you like to apply for an Interim Permit?
No
- 4) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.
Yes
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
No
- 6) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
Yes
If Yes, what City, Town or Tribal Reservation is this Business located in?
Town of Marana
- 15) Please provide name, address, and Distance of nearest school.
J. Robert Hendricks Elementary
3400 W. Orange Grove Rd., Tucson, AZ 85741
2,129 feet
- 16) Please provide name, address, and distance of nearest church.
Horizon Church
3696 W. Orange Grove Rd., Tucson, AZ 85741
970 feet
- 17) Are you a tenant? (A person who holds the lease of a property; a lessee)
No
A Document of type SUPPLEMENTAL INFO is required.
- 18) Is there a penalty if lease is not fulfilled?
No
- 19) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
No
- 20) Are you the owner?
Yes
- 21) Are you a purchaser?
No
- 22) Are you a management company?
No
- 23) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
National Bank of Arizona
335 N. Wilmot Rd., Tucson, AZ 85712
\$40,000.00
- 24) Is there a drive through window on the premises?
No
- 25) Have you provided a diagram of your premises?
Yes
- 26) If there is a patio please indicate contiguous or non-contiguous within 30 feet
No

- 27) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
SUPPLEMENTAL INFO	Bill of Sale.pdf	08/06/2019
DIAGRAM/FLOOR PLAN	Floor Plan.pdf	08/06/2019
ALIEN STATUS	Inder Q Attach Training Certs ASF AZDL.pdf	08/06/2019
QUESTIONNAIRE	Inder Q Attach Training Certs ASF AZDL.pdf	08/06/2019
QUESTIONNAIRE	Rav Q & Attachment.pdf	08/06/2019
SUPPLEMENTAL INFO	Sect. 9.pdf	08/06/2019
QUESTIONNAIRE	Simar Q.pdf	08/06/2019
QUESTIONNAIRE	Tajinder Q & Attachment.pdf	08/06/2019



DBL K LIQUOR
CONSULTING

August 14, 2019

Arizona Department of Liquor Licenses and Control
800 West Washington
5th Floor
Phoenix, Arizona 85007

Re: "ARCO AM/PM", 3825 West Orange Grove Road, Tucson, Arizona 85741
Pima County 09100202 Application

Ms. Pama,

This letter is to inform the Department that the current Licensee will continue to own and operate the business while the person to person transfer is in process. The transaction is contingent upon the final approval to the new applicant so that is why we do not require an interim permit. Upon final Department approval and issuance the ownership shall officially transfer and change.

Please feel free to contact me with any additional questions or comments that may arise.

Sincerely,

Kevin A. Kramber
DBL K Liquor Consulting, LLC

19 AUG 19 09:11:11 PM 3:23

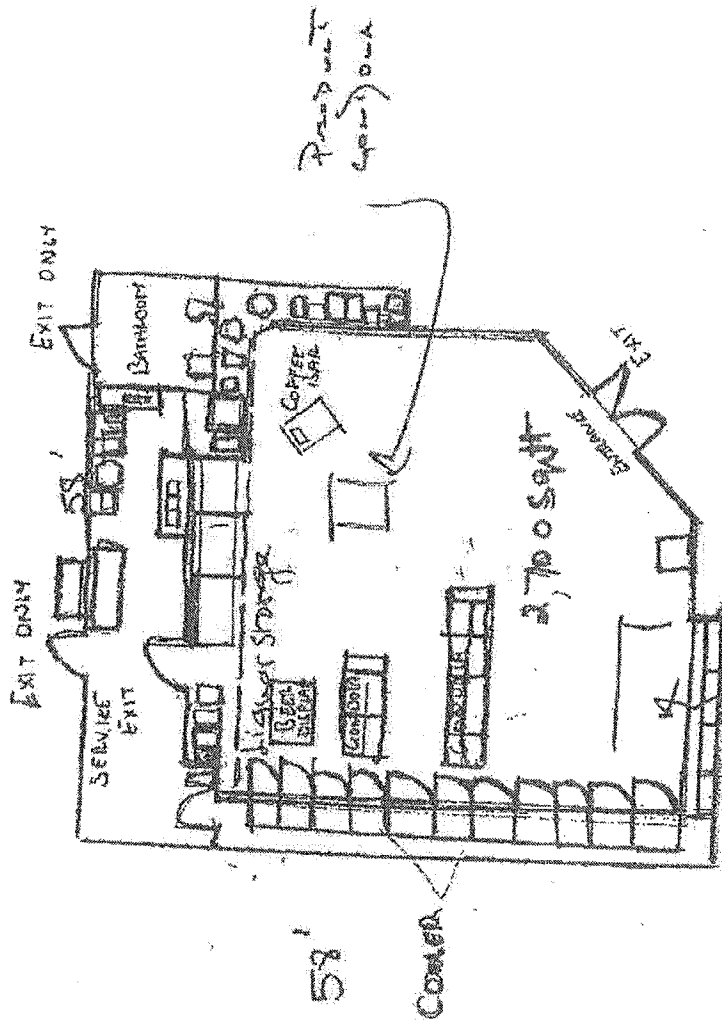
Phone:

Facsimile:

Email:

kevin@dblkliquor.com

"Lano Lue / Pm"



Product
display

19 AUG 19 04 PM 3:23

CASHIER
FRONT COUNTER



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

AFFIDAVIT OF POSTING

Date of Posting: August 23, 2019 Date of Posting Removal: _____

Applicant's Name: Kaur Inder Preet
Last First Middle

Business Address: 3825 W. Orange Grove Road Tucson 85741
Street City Zip

License #: 09100202/72574

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

Print Name of City/County Official Title Phone Number

Signature Date Signed

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



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

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

1. City or Town of: Town of Marana Liquor License Application #: 09100202/72574
(Circle one) (Arizona application #)
2. County of: Pima City/Town/County #: LL2019-18
3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),

(Name of entertainment district) (Date of resolution to create the entertainment district)
- A boundary map of entertainment district must be attached.
4. The Marana Town Council at a Regular meeting held on the 17th of
(Governing body) (Regular or special) (Day)
September, 2019 considered the application of Inder Preet Kaur
(Month) (Year) (Name of applicant)
for a license to sell spirituous liquor at the premises described in application 09100202/72574,
(Arizona liquor license application #)
for the license series #: type Series #009 as provided by A.R.S §4-201.
(i.e.: series #10: beer & wine store)

ORDER OF APPROVAL/DISAPPROVAL

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

TRANSMISSION OF ORDER TO STATE

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

Dated at _____ on _____, _____, _____
(Location) (Day) (Month) (Year)

(Printed name of city, town or county clerk)

(Signature of city, town or county clerk)

Department of Liquor Licenses and Control

Descriptions of Common Types of Liquor Licenses

Series 4 Wholesaler

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

Series 6 Bar

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

Series 7 Beer and Wine Bar

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

Series 9 Liquor Store

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

Department of Liquor Licenses and Control

Descriptions of Common Types of Liquor Licenses

Series 10 Beer and Wine Store

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

Series 11 Hotel/Motel

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

Series 12 Restaurant

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



Council-Regular Meeting

L3

Meeting Date: 09/17/2019

To: Mayor and Council

Submitted For: Cherry L. Lawson, Town Clerk

From: Suzanne Sutherland, Executive Assistant to the Town Clerk

Date: September 17, 2019

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a new series #012 restaurant liquor license application submitted by Tyler Raymond Leveque on behalf of Baja Cafe, located at 3930 W. Ina Road #322, Tucson, Arizona 85741 (Cherry L. Lawson)

Discussion:

This application is for a series #012 restaurant liquor license at 3930 W. Ina Road #322, Tucson, Arizona 85741.

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

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

The Town Council must enter an order recommending approval or disapproval of the

application within 60 days after filing of the application. Pursuant to state statute, a license will only be issued after a satisfactory showing of the capability, qualifications and reliability of the applicant and “in all proceedings before the town council, the applicant bears the burden of showing that the public convenience requires and that the best interests of the community will be substantially served by the issuance of a license.”

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

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

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

Staff Recommendation:

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

Suggested Motion:

OPTION 1: I move to adopt and submit to the DLLC an order recommending approval of a new series #012 restaurant liquor license application submitted by Tyler Raymond Leveque on behalf of Baja Cafe, located at 3930 W. Ina Road #322, Tucson, Arizona 85741.

OPTION 2: I move to adopt and submit to the DLLC an order recommending disapproval of a new series #012 restaurant liquor license application submitted by Tyler Raymond Leveque on behalf of Baja Cafe, located at 3930 W. Ina Road #322, Tucson, Arizona 85741.

Attachments

Baja Cafe Redacted Application
Affidavit of Posting
Local Governing Body Recommendation
DLLC Common Types of Liquor Licenses

**State of Arizona
Department of Liquor Licenses and Control**

Created 08/08/2019 @ 02:53:39 PM

Local Governing Body Report

LICENSE

Number: _____ Type: 012 RESTAURANT
Name: BAJA CAFE
State: Pending
Issue Date: _____ Expiration Date: _____
Original Issue Date: _____
Location: 3930 W INA ROAD
#322
TUCSON, AZ 85741
USA
Mailing Address: [REDACTED]
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

AGENT

Name: TYLER RAYMOND LEVEQUE
Gender: Male
Correspondence Address: [REDACTED]
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

OWNER

Name: SWIFT MOVEMENTS LLC
Contact Name: TYLER RAYMOND LEVEQUE
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 1925139 State of Incorporation: AZ
Incorporation Date: 12/07/2018
Correspondence Address: [REDACTED]
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

Officers / Stockholders

Name:
TYLER RAYMOND LEVEQUE

Title:
MEMBER

% Interest:
100.00

SWIFT MOVEMENTS LLC - MEMBER

Name: TYLER RAYMOND LEVEQUE
Gender: Male
Correspondence Address:

Phone:
Alt. Phone:
Email:

APPLICATION INFORMATION

Application Number: 69866
Application Type: New Application
Created Date: 07/10/2019

QUESTIONS & ANSWERS

012 Restaurant

- 1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S. §4-203.01. Would you like to apply for an Interim Permit?
If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window.
Yes
- 2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.
No
A Document of type QUESTIONNAIRE is required.
- 5) Are you a tenant? (A person who holds the lease of a property; a lessee)
Yes
A Document of type LEASE is required.
- 6) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
Return restaurant and lease to prior owner
- 7) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
No
- 8) Are you the owner?
Yes
- 9) Are you a purchaser?
No
- 10) Are you a management company?
No
- 11) Is the Business located within the incorporated limits of the city or town of which it is located?
No.
If no, in what City, Town, County or Tribal/ Indian Community is the business located?
Town of Marana

Name:
TYLER RAYMOND LEVEQUE

Title:
MEMBER

% Interest:
100.00

SWIFT MOVEMENTS LLC - MEMBER

Name: TYLER RAYMOND LEVEQUE
Gender: Male
Correspondence Address:

Phone:
Alt. Phone:
Email:

APPLICATION INFORMATION

Application Number: 69866
Application Type: New Application
Created Date: 07/10/2019
8/8/19

QUESTIONS & ANSWERS

012 Restaurant

- 1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S. §4-203.01. Would you like to apply for an Interim Permit?
If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window.
Yes
- 2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.
No
A Document of type QUESTIONNAIRE is required.
- 5) Are you a tenant? (A person who holds the lease of a property; a lessee)
Yes
A Document of type LEASE is required.
- 6) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
Return restaurant and lease to prior owner
- 7) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
No
- 8) Are you the owner?
Yes
- 9) Are you a purchaser?
No
- 10) Are you a management company?
No
- 11) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes

- 12) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
\$50,000.00 Edward R Leveque
- 13) Have you provided a diagram of your premises?
~~No~~ **Yes**
- 14) Is there a drive through window on the premises?
No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
Contiguous
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 17) Have you provided a Restaurant Operation Plan form?
~~No~~ **Yes**
A Document of type RESTAURANT OPERATION PLAN is required.
- 18) Have you provided a Records Required for Audit form?
~~No~~ **Yes**
A Document of type RECORDS REQUIRED FOR AUDIT is required.

DOCUMENTS

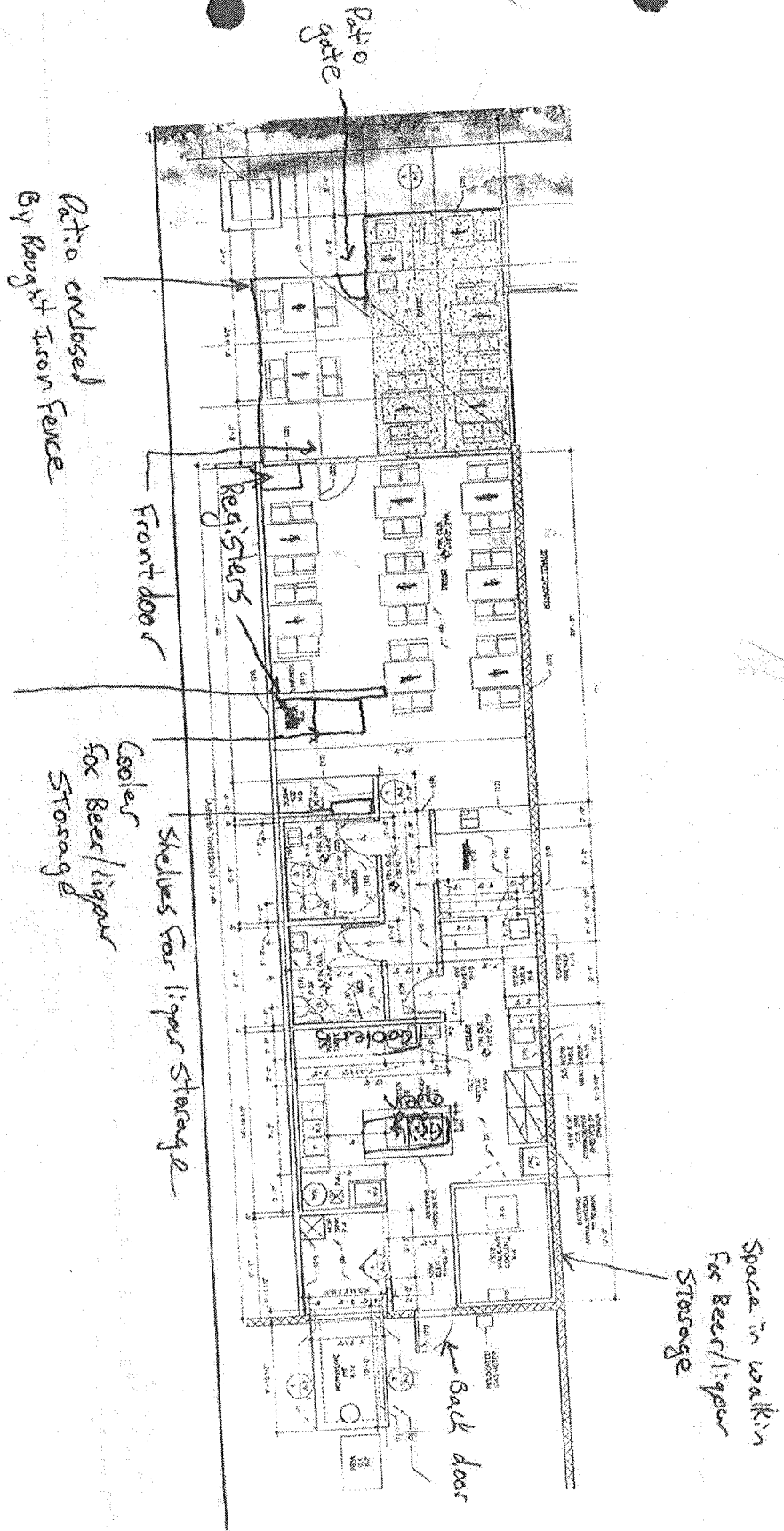
DOCUMENT TYPE	FILE NAME	UPLOADED DATE
MENU	Baja Cafe Broadway & Ina Menu June 2019.pdf	07/10/2019
DIAGRAM/FLOOR PLAN	Baja Cafe Ina Floor Plan.pdf	07/10/2019
LEASE	Baja Cafe Ina Lease Assignment.pdf	07/10/2019
RESTAURANT OPERATION PLAN	Baja Cafe Ina Operation Plan.pdf	07/10/2019
QUESTIONNAIRE	Baja Cafe Ina Questionnaire.pdf	07/10/2019
RECORDS REQUIRED FOR AUDIT	Baja Cafe Ina Required for Audit.pdf	07/10/2019

1) low top Table

indoor Sq Ft 1,445

Patio Sq Ft 360

19 AUG 2 07, 02 PM 1:27





Cynthia Abrigo <cynthia.abrigo@azliquor.gov>

BAJA CAFE (Restaurant)- Series 12 Liquor License Application under Job #69866

1 message

Cynthia Abrigo <cynthia.abrigo@azliquor.gov>

Tue, Aug 13, 2019 at 2:12 PM

Cc: Jennifer Benson <jennifer.benson@azliquor.gov>

BAJA CAFE (Restaurant)- Series 12 Liquor License Application under Job #69866

Good Afternoon Mr. Leveque,

This email is notification the City of Tucson confirmed your business does not fall into the incorporated limits of Tucson as indicated on your online application, but the Town of Marana, I will amend your application on your behalf and have application sent to correct local governing body of Town of Marana. However, please be aware due to sending application to the wrong local governing body and having to re-send to correct one, this may cause delay in processing of application.

If you have any questions, please do not hesitate to contact me.

Cynthia Abrigo

Customer Service Representative

Arizona Department of Liquor Licenses and Control

800 W. Washington St. 5th Flr.

Phoenix, AZ 85007

P | 602-364-0674

F | 602-542-5707



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

AFFIDAVIT OF POSTING

Date of Posting: August 21, 2019 Date of Posting Removal: _____

Applicant's Name: Leveque Tyler Raymond
Last First Middle

Business Address: 3930 W. Ina Road #322 Tucson 85741
Street City Zip

License #: 69866

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

Print Name of City/County Official Title Phone Number

Signature Date Signed

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



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

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

1. City or Town of: Town of Marana Liquor License Application #: 69866
(Circle one) (Arizona application #)
 2. County of: Pima City/Town/County #: LL2019-17
 3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),

(Name of entertainment district) (Date of resolution to create the entertainment district)
- A boundary map of entertainment district must be attached.
4. The Marana Town Council at a Regular meeting held on the 17th of
(Governing body) (Regular or special) (Day)
September, 2019 considered the application of Tyler Raymond Leveque
(Month) (Year) (Name of applicant)
for a license to sell spirituous liquor at the premises described in application 69866,
(Arizona liquor license application #)
for the license series #: type Series #012 Restaurant as provided by A.R.S §4-201.
(i.e.: series #10: beer & wine store)

ORDER OF APPROVAL/DISAPPROVAL

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

TRANSMISSION OF ORDER TO STATE

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

Dated at _____ on _____, _____, _____
(Location) (Day) (Month) (Year)

(Printed name of city, town or county clerk)

(Signature of city, town or county clerk)

Department of Liquor Licenses and Control
Descriptions of Common Types of Liquor Licenses

Series 6 Bar

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

Series 7 Beer and Wine Bar

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

Department of Liquor Licenses and Control
Descriptions of Common Types of Liquor Licenses

Series 9 Liquor Store

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

Series 10 Beer and Wine Store

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

Series 11 Hotel/Motel

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

Series 12 Restaurant

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



Council-Regular Meeting

A1

Meeting Date: 09/17/2019

To: Mayor and Council

From: Cynthia Ross, Senior Planner

Date: September 17, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2019.020, Relating to Development, approving amendments to the Marana Main Street Specific Plan (Cynthia Ross)

Discussion:

History

The Marana Main Street Specific Plan was originally adopted by the Marana Town Council on November 18, 2008 by Ordinance No. 2008.24. The zoning was changed from Zone "A" (Small Lot Zone) and "VC" (Village Commercial) to "F" (Specific Plan), creating the Marana Main Street Specific Plan. The Plan was amended on March 19, 2013 by Ordinance No. 2013-004 with amendments that included an update of the Introduction, Development Plan and Development regulations, creating additional land use designations addressing freeway signage, amending the criteria for drive-through facilities and modifications to the street section for Marana Main Street.

Request

Mr. Bruce Call, representing the owners of remaining undeveloped land in the specific plan area, is requesting approval of a second amendment to the Marana Main Street Specific Plan to allow for the development of additional businesses with drive-through facilities in the Highway Support Commercial land use designation area, without the requirement for a conditional use permit, and to allow for the development of a pharmacy with associated drive-through on the southeast corner of Marana Main Street and Sandario Road in the Marana Main Street Commercial land use designation area, upon approval of a conditional use permit.

Details of Proposed Changes

The applicant is proposing to amend the Marana Main Street Specific Plan to allow for

additional businesses with drive-through facilities within the Specific Plan area. Currently, businesses with drive-throughs are only allowed on Lots 4 and 5 of the Highway Support Commercial land use area, adjacent to Sandario Road. Lot 5 has been developed as a McDonald's restaurant with an approved drive-through facility. Lot 4 currently has two buildings under construction with one approved drive-through lane.

The proposed changes to the Marana Main Street Specific Plan include:

1. Businesses with associated drive-throughs permitted on all lots in the Highway Support Commercial land use designation without the requirement of a conditional use permit. This change will expedite and facilitate a recent demand for fast food restaurants in high visibility areas near freeway interchanges.
2. A pharmacy with a drive-through window permitted at the southeast corner of Marana Main Street and Sandario Road in the Marana Main Street Commercial land use designation upon approval of a conditional use permit, subject to the following requirements:
 - a. The siting of drive-through windows must be located behind and screened by the principal building,
 - b. Location and design of the access driveway shall minimize impacts on pedestrian activity.
 - c. Stacking of cars shall not be permitted in an access driveway, and instead, the parking lot must be used for stacking.
 - d. The design precludes vehicular access conflicting with an existing or planned adjacent use.
 - e. The facility is located to minimize noise and odors.

This change allows the flexibility of permitting a desired and well recognized use that requires a drive-through window but, due to the additional development conditions, will not compromise the commitment of creating Marana Main Street.

3. Updated map exhibits to reflect current conditions.
4. A revised conceptual plan showing the proposed general layout of lots in the Highway Support Commercial land use area.

Public Notification

The public hearing notice for this specific plan amendment request was properly advertised in The Daily Territorial newspaper and posted in various locations in Town including the Marana Municipal Complex. Additionally, all property owners within 300 feet of the subject property were notified by mail of the proposed use and date of the public hearing. As of the date of this report, no public comments had been received.

Planning Commission Recommendation

The Marana Planning Commission held a public hearing for this application on August 28, 2019. The Commission voted unanimously to recommend approval to the Town Council.

Recommended Findings of Fact

1. The site is currently designated "F", Specific Plan Zone. The proposed amendments are consistent with the purpose of Specific Plan zoning. The project is in compliance with all other development standards of the Land Development Code related to this

zoning classification.

2. With the acceptance of the proposed recommended conditions, this proposal is consistent with the purpose and intent of the Town of Marana General Plan.

3. This proposal, with acceptance of the recommended conditions, does not appear to be detrimental to the immediate area or to the health, safety, and welfare of the inhabitants of the area and the Town of Marana.

Case Analysis

Review criteria

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

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

3. Consistent with the purpose of the zoning regulations and with the intent of the General Plan: With the acceptance of the recommended conditions this proposal is consistent with the purpose and intent of 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 or the development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the Town: Based upon the requirements and conditions, this proposal does not appear to be detrimental to the immediate area or to the general health, safety, and welfare of the inhabitants of the area and the Town of Marana.

Staff Recommendation:

Staff recommends adoption of Ordinance 2019.xxx, approving amendments to the Marana Main Street Specific Plan, subject to the following conditions to remain in effect, as approved and adopted by Ordinance 2013.004:

RECOMMENDED CONDITIONS OF APPROVAL

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.
2. Any preliminary plat or development plan shall be in general conformance with the Land Use Concept of the Marana Main Street Specific Plan.
3. This project is located within the Northwest Marana Transportation, Lower Santa Cruz River Levee, and Marana Park Benefit Areas, and will be subject to those development impact fees at time of permitting.
4. The property owner shall not cause any lot split of any kind without the written consent of the Town of Marana.
5. No approval, permit or authorization by the Town of Marana authorizes violation of any federal or state law or regulation or relieves the applicant or the land owner from responsibility to ensure compliance with all applicable federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. Appropriate experts should be retained and appropriate federal and state agencies

should be consulted to determine any action necessary to assure compliance with applicable laws and regulations.

6. The developer shall dedicate, or cause to have dedicated, the necessary rights-of-way for Marana Main Street and Sandario Road. [This condition has been satisfied by the recording of the Marana Main Street subdivision plat, and has been deleted from the list of conditions.]
7. A drainage study must be submitted by the developer and accepted by the Town prior to approval of any preliminary plat or development plan.
8. Potential buyers shall be notified that some or all of the property in this rezoning may be subject to an annual tax and assessment by Cortaro Marana Irrigation District and Cortaro Water Users' Association.
9. A detailed traffic analysis shall be submitted and accepted by staff prior to approval of any preliminary plat or development plan.
10. The developer will be responsible for the design and construction of any roadway improvements that the Town requires based on the data and findings of the accepted traffic impact analysis and other traffic studies that will be required at the platting or development plan stages of this project.
11. A Sewer Service Agreement and Master Sewer Plan shall be submitted by the Developer and accepted by the Marana Water Department prior to the approval of any preliminary plat or development plan.
12. The property owner shall transfer, by the appropriate Arizona Department of Water Resources form, those water rights being IGR, Type I or Type II to the Town of Marana for the Town providing designation of assured water supply and water service to said property. If Type I or Type II are needed on said property, the Town and developer/landowner shall arrive at an agreeable solution to the use of those water rights appurtenant to said land.
13. To ensure that the historical heritage of the site is remembered, in the first phase of this development the developer will build and install to Town specifications a marker commemorating the cotton production and processing that occurred on this site. Maintenance of the heritage marker will be the responsibility of the Town of Marana.
14. The Specific Plan document may be subject to minor grammatical and illustrative changes prior to Town Council consideration.
15. An annual report shall be submitted within 30 days of the anniversary of the Town Council's approval of the Specific Plan in addition to those requirements listed in the Land Development Code and Specific Plan.
16. Within 60 days of adoption of this ordinance by the Mayor and Council approving the amendments to the Marana Main Street Specific Plan, the applicant shall provide the Planning Department with the following final edition of the amended Marana Main Street Specific Plan: one non-bound original; five bound copies; and three digital copies in Microsoft Word or other acceptable format.
17. The developer of each lot in this project will be responsible for the design and construction of Marana Main Street to its ultimate cross section along the frontage of said developer's project property.

Suggested Motion:

I move to adopt Ordinance No. 2019.020, amending the Marana Main Street Specific Plan.

Attachments

Ordinance 2019.020 Marana Main Street Specific Plan Amendment
Application
Applicant Narrative
Marana Main Street Proposed Amendments - REDLINES
Marana Main Street Final Draft
Land Use Designations Map Exhibit
Proposed Concept Plan Exhibit
Council Presentation

MARANA ORDINANCE 2019.020

RELATING TO DEVELOPMENT; APPROVING AMENDMENTS TO THE MARANA MAIN STREET SPECIFIC PLAN

WHEREAS the Marana Main Street Specific Plan was adopted by the Marana Town Council November 18, 2008, by Ordinance 2008.24; and

WHEREAS the Marana Main Street Specific Plan was amended by the Marana Town Council March 19, 2013, by Ordinance 2013.004; and

WHEREAS the owners of the remaining undeveloped land subject to the Marana Main Street Specific Plan have submitted a request for amendment of the Marana Main Street Specific Plan as it applies to the remaining undeveloped land; and

WHEREAS the Marana Planning Commission held a public hearing on August 28, 2019, and voted 6-0 to recommend that the Town Council approve the requested amendment, including the conditions authorized by Ordinance 2013.004; and

WHEREAS the Marana Mayor and Town Council held a public hearing on September 17, 2019, and determined that the amendment to the Marana Main Street Specific Plan should be approved.

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

Section 1. The Marana Main Street Specific Plan is hereby amended updating the Development Plan and Development Regulations of the current plan to allow for the development of additional businesses with drive-through facilities in the Highway Support Commercial land use designation area, without the requirement for a conditional use permit, and to allow for the development of a pharmacy with associated drive-through on the southeast corner of Marana Main Street and Sandario Road in the Marana Main Street Commercial land use designation area, upon approval of a conditional use permit.

Section 2. The purpose of this amendment is to modify the specific plan to clarify, and provide opportunities similar to other developments, in developing the commercial project design, 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 ordinance):

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.
2. Any preliminary plat or development plan shall be in general conformance with the Land Use Concept of the Marana Main Street Specific Plan as amended by this ordinance.
3. This project is located within the Northwest Marana Transportation, Lower Santa Cruz River Levee, and Marana Park Benefit Areas, and will be subject to those development impact fees at time of permitting.
4. The property owner shall not cause any lot split of any kind without the written consent of the Town of Marana.
5. No approval, permit or authorization by the Town of Marana authorizes violation of any federal or state law or regulation or relieves the applicant or the land owner from responsibility to ensure compliance with all applicable federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. Appropriate experts should be retained and appropriate federal and state agencies should be consulted to determine any action necessary to assure compliance with applicable laws and regulations.
6. A master drainage study must be submitted by the developer and accepted by the Town prior to approval of any preliminary plat or development plan.
7. Potential buyers shall be notified that some or all of the property in this rezoning may be subject to an annual tax and assessment by Cortaro Marana Irrigation District and Cortaro Water Users' Association
8. A detailed traffic analysis shall be submitted and accepted by staff prior to approval of any preliminary plat or development plan.
9. The developer will be responsible for the design and construction of any roadway improvements that the Town requires based on the data and findings of the accepted traffic impact analysis and other traffic studies that will be required at the platting or development plan stages of this project.
10. A Sewer Service Agreement and Master Sewer Plan shall be submitted by the developer and accepted by the Marana Water Department prior to the approval of any preliminary plat or development plan.
11. The property owner shall transfer, by the appropriate Arizona Department of Water Resources form, those water rights being IGR, Type I or Type II to the Town of Marana for the Town providing designation of assured water supply and water service to said property. If Type I or Type II are needed on said property, the Town and developer/landowner shall arrive at an agreeable solution to the use of those water rights appurtenant to said land.

12. To ensure that the historical heritage of the site is remembered, in the first phase of this development the developer will build and install to Town specifications a marker commemorating the cotton production and processing that occurred on this site. Maintenance of the heritage marker will be the responsibility of the Town of Marana.
13. The amended Marana Main Street Specific Plan document may be subject to minor grammatical and illustrative changes prior to Town Council consideration.
14. An annual report shall be submitted within 30 days of the anniversary of the Town Council's approval of the Marana Main Street Specific Plan in addition to those requirements listed in the Land Development Code and Specific Plan.
15. Within 60 days of the adoption of this ordinance, the applicant shall provide the Planning Department with the following final edition of the amended Marana Main Street Specific Plan: one non-bound original; five bound copies; and three digital copies in Microsoft Word or other acceptable format.
16. The developer of each lot in this project will be responsible for the design and construction of Marana Main Street to its ultimate cross section along the frontage of said developer's project property.

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

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of September, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry Lawson, Town Clerk

Frank Cassidy, Town Attorney



Development Services / maranaplanning@maranaAZ.gov

11555 West Civic Center Drive / Marana, AZ 85653

Ph (520) 382-2600 / Fax (520) 382-2641 / maranaAZ.gov

PROJECT APPLICATION

APPLICATION TYPE

- | | | | |
|---|--|--|---|
| ☐ Annexation | ☐ Development Plan | ☐ Development Plan Package | ☐ General Plan Amendment |
| ☐ Rezone | ☐ Minor Land Division | ☐ Significant Land Use Change | ☐ Conditional Use Permit |
| ☒ Specific Plan | ☐ Landscape Plan | ☐ Native Plant Plan/Exception | ☐ SWPP |
| ☐ Variance | ☐ Hydraulic Model | ☐ Sewer Capacity Assurance | ☐ Sign Program |
| ☐ Plat | ☐ Improvement Plan | ☐ Report (Type): _____ | ☐ Other: _____ |

PROJECT INFORMATION

Project Name: MARANA MAIN STREET SPECIFIC PLAN

Description of Project: SPECIFIC PLAN 2ND AMENDMENT

Number of Lots: 10

Parcel No.(s): SEE ATTACHMENT FOR LIST OF ALL PARCEL NUMBERS

Gross Area (Acres): 28.04

Project Address: 13 858 N. SANDARIO ROAD

Ref. Project No.: SPA-13004, PCZ08048A

CONTACT INFORMATION

Owner: Marana Main Street LLC, Marana Hospitality

Contact Name: Chris Monson

Address: 4572 E. Camp Lowell Drive

City: Tucson

State: AZ

Zip: 85712

Email: cmonson@camplowell.com

Phone No.: 722-3668

Applicant: Bruce R. Call, AECM, PLLC

Contact Name: Bruce Call

Address: 4572 E. Camp Lowell Drive

City: Tucson

State: AZ

Zip: 85712

Email: bruce@brcall.com

Phone No.: 722-3668

Consultant/Engineer: Bruce R. Call, AECM, PLLC

Contact Name: Bruce Call

Address: 4572 E. Camp Lowell Drive

City: Tucson

State: AZ

Zip: 85712

Email: bruce@brcall.com

Phone No.: 722-3668

OWNER/APPLICANT AUTHORIZATION

I hereby certify that the information 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.)

Bruce R. Call

7/31/2019

Applicant Name (PRINT)

Signature

Date

FOR OFFICIAL USE ONLY

Revision Date 03/29/2019

Project No. _____

Date Received _____

Marana Main Street Specific Plan - Second Amendment
Application Attachment

Parcel Numbers:

Block 1:	217280330, 217280340
Block 2:	217280350
Block 3:	21728036A
Block 4:	21728037A
Block 5:	217280380
Block 6:	217280390
Block 7:	217280400
Block 8:	217280410
Block 9:	217280420, 217280430
Block 10:	217280440
Common Area A	21728045A



BRUCE R. CALL AECM
ARCHITECTURE
ENGINEERING
CONSTRUCTION MANAGEMENT

PLLC
4572 E. CAMP LOWELL DRIVE
TUCSON, ARIZONA 85712
(520) 722-3668 FAX (520) 722-3604

August 19, 2019

Cynthia Ross, AICP, Senior Planner
Town of Marana
11555 W. Civic Center Drive
Marana, Arizona 85653

Re: Marana MainStreet Specific Plan Amendment

Dear Cynthia:

Enclosed is the Project Narrative for the proposed specific plan amendment. The specific plan document has been previously sent to your office by email. Thank you for your help.

If there are any questions please let me know.

Sincerely,

Bruce R. Call, P.E.

Enclosure

PROPOSED SPECIFIC PLAN AMENDMENT MARANA MAINSTREET

PROJECT NARRATIVE

August 19, 2019

INTRODUCTION

The Marana MainStreet development area was initially planned for shops, restaurants, retail, and hotels based on the best information available at the time with the understanding that, like all plans, the market would also present changes which could be made as necessary within the general framework of the plan. The market has since revealed that the area north of Main Street is more attractive for restaurants and retail while the area south of Main Street would also include hotels, offices and other types of commercial. Part of this change is logically because the increased distance from the Interstate highway makes the hotels quieter for the patrons while the traffic is not generally a concern with the restaurant and retail businesses. With this in mind, it is proposed that the specific plan be amended to reflect the changes presented by the current market.

USES

The contemplated uses for the total subdivision are essentially the same as for the previously approved specific plan and include restaurants, retail, hotels, offices, financial, pharmacy and general commercial uses. The specific location of the uses needs to be flexible to be responsive to the current market.

With the exception of the lots on Sandario Road, it is anticipated that the parcels adjacent to Marana Main Street will have businesses which can generally hug the street to reinforce the village concept contemplated. The intent is to have visible shops and restaurants with quick access parking along Marana Main Street and additional parking in the rear. The traffic will be slow and the pedestrian circulation encouraged by covered walkways and appropriate landscaping. The parcel on the south corner of Marana Main Street and Sandario Road is targeted for a pharmacy with drive through or other similar use.

The highway support commercial parcels closer to the interstate highway will have more active functional applications such as the fast food restaurants, grocery store, financial, business, and other general retail uses.

CCRs

The existing CCRs remain unchanged and provide a mechanism for the Owner's Association to maintain shared driveways, landscaping and common areas.

In light of the information presented herein, it appears that this specific plan amendment should be able to facilitate the common goals of the Town of Marana and the current land developers. We respectfully request your expeditious approval and look forward to working with the Town as this moves forward. Thank you.

MARANA MAIN STREET

SPECIFIC PLAN AMENDMENT

PCZ-1907-001

REVISED
AUGUST 2019



Marana Main Street
SPECIFIC PLAN
Amendment

PCZ1907-001

Deleted: SPA-13004

Submitted to:

TOWN OF MARANA
11555 West Civic Center Drive
Marana, Arizona 85653

Prepared by:

**LONG RANGE PLANNING
TOWN OF MARANA PLANNING DEPARTMENT**
Marana, Arizona 85653

and

MARANA MAIN STREET LLC
4572 E. Camp Lowell Drive
Tucson, Arizona 85712

August 2019

Deleted: June

Table of Contents

Section I: Introduction

A. Specific Plan Summary.....	I-1
B. Location.....	I-1
C. Authority and Scope	I-1
D. Legal Description	I-2

Section II: Development Plan

A. Purpose and Intent	II-1
B. Objectives of the Specific Plan.....	II-1
C. Relationship to Town Policy Documents.....	II-1
1. Marana 2010 General Plan.....	II-1
2. Marana Strategic Plan	II-2
3. Economic Roadmap	II-2
4. Single Central Business District.....	II-2
D. Compatibility with Adjoining Development	II-2
E. Land Use Concept Plan.....	II-3
1. Highway Support Commercial	II-3
2. Marana Main Street Commercial	II-3
F. Circulation Concept Plan	II-4
G. Grading Concept.....	II-5
H. Post Development Hydrology	II-5
I. Viewsheds	II-5
J. Open Space and Recreation Concept	II-5
K. Cultural Resources	II-6
L. Infrastructure and Public Facilities	II-6
1. Sewer	II-6
2. Fire Service.....	II-6
3. Water	II-6
4. Schools.....	II-6
5. Public Utilities	II-6

Table of Contents

Section III: Development Regulations

A. Purpose and Intent	III-1
B. General Provisions	III-1
1. Applicability of Town of Marana Land Development Code.....	III-1
2. Building Code	III-1
3. Additional Uses.....	III-1
4. Mix of Uses.....	III-1
C. Development Regulations	III-2
1. Permitted Uses	III-2
2. Accessory Uses	III-2
3. Conditional Uses	III-2
4. Prohibited Uses	III-4
5. Development Standards	III-4
a. Land Use Designation Exclusive Standards.....	III-5
1. Highway Support Commercial.....	III-5
2. Marana Main Street Commercial	III-5
b. Standards Applicable to the Entire Marana Main Street Specific Plan.....	III-6
D. Design Standards	III-10
1. Purpose and Intent	III-10
2. Authority and Scope	III-10
3. Circulation Standards.....	III-10
4. Site Planning.....	III-12
5. Landscape Design Standards.....	III-13
6. Architectural Standards.....	III-15
7. Signage	III-17
8. Exterior Lighting.....	III-17
9. Commemorative Marker/Monument	III-17

Section IV: Implementation and Administration

A. Purpose	IV-1
B. Proposed changes to Zoning Ordinance	IV-1

Table of Contents

C. General Implementation Responsibilities.....	IV-1
D. Development Review Procedures.....	IV-1
E. Phasing.....	IV-2
F. Specific Plan Administration	IV-2
G Fees.....	IV-3

Appendices

Definitions	A-1
-------------------	-----

Deleted: Legal Description - B-1¶

List of Exhibits

Exhibit I.B.1: Regional Context Map	I-3
Exhibit I.B.2: Location Map	I-4
Exhibit II.D: Existing Land Use	II-8
Exhibit II.E.1: Land Use Designations	II-9
Exhibit II. E.2: Land Use Concept	II-10

I. Introduction

A. *Specific Plan Summary*

The Marana Main Street Specific Plan is comprised of a development plan, development regulations, implementation and administration section, and an appendix. A Development Capability Report is not included. The site was previously analyzed and a Development Capability Report was submitted and approved with the Cotton Gin Property/Yankee Point rezoning by Ordinance 2001.24. The Marana Main Street Specific Plan originated by Ordinance 2008.24 which changed the zoning of the property from the A and VC zones to F, Specific Plan.

The Marana Main Street Specific Plan is intended to provide the framework for a stable and attractive commercial development. The plan will provide economic and employment opportunities for the Town of Marana in the form of tax revenue and employment generating businesses by creating a mixed-use, interactive development that combines regional and service retail, entertainment, office/housing, and hospitality uses.

The Marana Main Street Specific Plan establishes comprehensive guidance and regulations for the development of approximately 28 acres located in the Town of Marana. The Specific Plan establishes the development regulations, programs, development and design standards required for the implementation of the approved land use plan. The Specific Plan also provides parameters to implement the Land Use Plan by establishing policies and regulations to replace and supersede the Marana Main Street Specific Plan adopted in 2008, and other Town development regulations. The Specific Plan is regulatory and adopted by ordinance.

B. *Location*

The property is located in the northwest area of Marana (See Exhibit I.B.1 – Regional Context Map.), south of the southeast corner of Marana Road and Sandario Road in the southwest quarter of Section 22, Township 11 South, Range 11 East. (See Exhibit I.B.2 - Location Map.)

C. *Authority and Scope*

The authority for preparation of Specific Plans is found in the Arizona Revised Statutes, Section 9-461.09. The law allows the preparation of Specific Plans based on the Land Use Plan as may be required for the systematic execution of the General Land Use Plan, and further, the law allows for their review and adoption. This Specific Plan is consistent with the Town of Marana 2010 General Plan ratified on May 17, 2011.

Town of Marana Ordinance 87.22 provides the uniform procedures and criteria for the preparation, review, adoption and implementation of Specific Plans in Marana. Pursuant to these state statutes and Town of Marana 87.22, a public hearing will be conducted by the Town Planning Commission and the Town Council, after which the Specific Plan ordinance may be adopted by the Town Council and become effective.

Introduction

Once adopted, the Marana Main Street Specific Plan will be a regulatory plan which will serve as the zoning and development code for the subject property. Final plats and any other development approvals must be consistent with the Specific Plan.

D. Legal Description

Marana Main Street Final Block Plat, Blocks 1 through 10 and Common Area 'A' (Functional Open Space). Being a portion of the SW ¼ of Section 22, Township 11 South, Range 11 East, Gila & Salt River Meridian, Town of Marana, Pima County, Arizona.

Deleted: See Appendix.

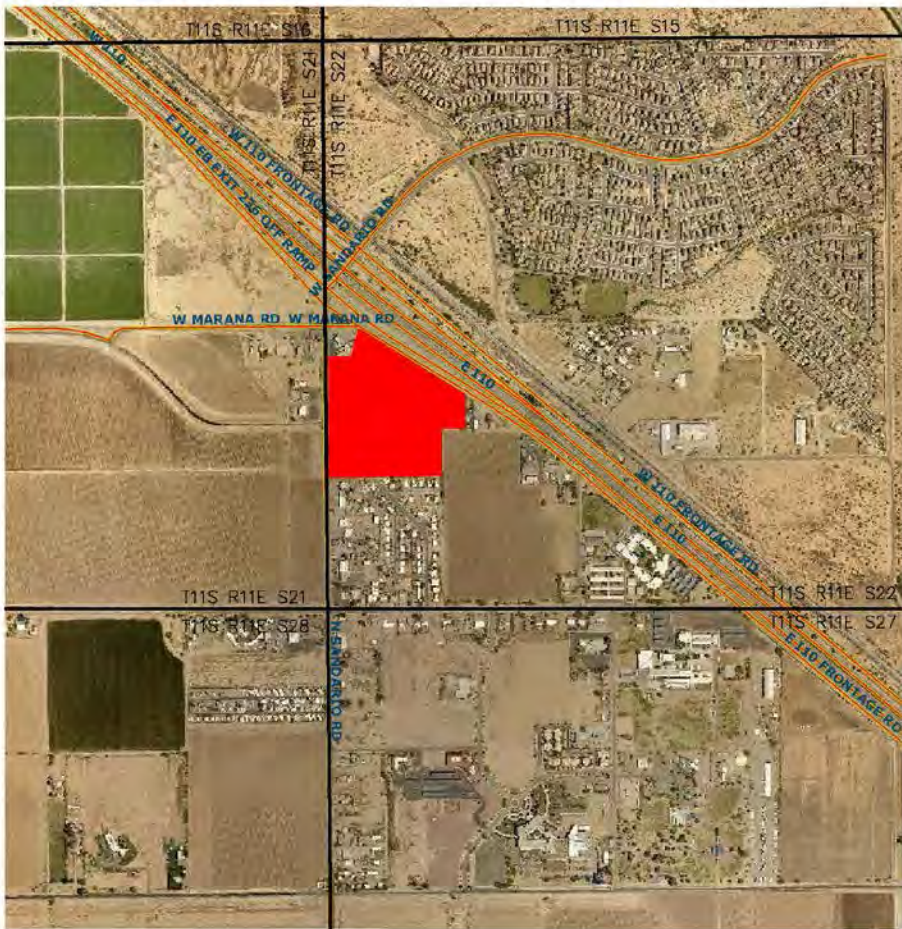


EXHIBIT 1.B.1: REGIONAL CONTEXT MAP



Exhibit 1.B.1: Re

Deleted:
Formatted: Font: 12 pt
Formatted: Centered



 SUBJECT PROPERTY
 TOWNSHIP, RANGE AND SECTION LINE

EXHIBIT 1.B.2: LOCATION MAP



Exhibit 1.B.2: Lo

Deleted:

II. Development Plan

A. Purpose and Intent

Marana Main Street is intended to implement policies of the Marana 2010 General Plan while providing a unique development that meets the specific needs of the site and the community. Development criteria established in this plan ensure quality design for the separate uses while maintaining a common theme throughout the project.

This Development Plan section includes a description of the objectives and policies of the plan combined with various plan components that will meet the Town's vision for development in Northwest Marana. The Development Plan provides a logical continuation of the principles and design criteria of the Marana Municipal Complex area to the south and the broader Single Central Business District. This section provides the rationale for the Development Regulations in Section III.

B. Objectives of the Specific Plan

The objective of the Marana Main Street Specific Plan is to create a development that will provide an attractive, vibrant place for visitors and local residents to shop, dine, do business or stay a few days at a hotel. The land use concept provides a variety of things to do and a number of ways to get around the development.

This development has two complimentary commercial land use designations; Highway Support Commercial in the northern portion of the project and Marana Main Street Commercial in the southern section of the development.

The Marana Main Street Specific Plan plays a key role in the development of the downtown area, along with the extension of Marana Main Street to the south, and serves to connect to the Marana Health Center and Marana Municipal Complex off Civic Center Drive.

C. Relationship to Town Policy Documents

The intent of the Marana Main Street Specific Plan is to further promote and meet the goals and objectives in the Marana 2010 General Plan, the Marana Strategic Plan II, the Economic Roadmap, and the Single Central Business District.

Marana 2010 General Plan

Marana Main Street has been designed to achieve the goals and policies set forth in the Marana 2010 General Plan. The Marana Main Street Specific Plan addresses the General Plan's land use goal to provide opportunities for diverse developments that maximize the benefits to the community and promotes new development that is compatible with existing land uses. Located in the northwest growth area, this plan is located in an area targeted as the primary growth area in the next decade and will provide services not currently offered.

Marana Strategic Plan II

Marana Main Street promotes strategies outlined in the Strategic Plan II's Commerce focus area fulfilling a number of important initiatives including the initiative to allocate and maximize town resources to engage in the recruitment, retention, and expansion of business and industry. This project will also recruit new commercial businesses, encourage the development of the Marana Downtown/Main Street area and promote development of the Downtown Activity Center as outlined in the Marana Economic Roadmap.

Economic Roadmap

In order to achieve successful economic growth, the Marana Economic Roadmap identifies nine economic activity centers, each having its own set of opportunities and challenges due to the unique characteristics within the Marana Planning Area. This level of comprehensive planning allows the Town to focus its investment and resources on creating a variety of unique places that will attract commerce and economic activities. The intent of the activity center concept is to target specific businesses or encourage appropriate types of development to locate in a specific activity center.

Marana Main Street is located in the Downtown Activity Center. Downtown Marana as currently envisioned is a large Activity Center, identified as part of the Council-approved Single Central Business District. This area can include a variety of development areas tied together with unifying design features.

Single Central Business District

The Marana Main Street Specific Plan is situated in the northwest area of Marana within the Single Central Business District. (See Exhibit I.B.1: Regional Map.) The Single Central Business District is envisioned as a vital center of commerce and is part of an economic development strategy to reinvestment in our community, support existing business and promote new development by the private sector. Creating a central commerce area for Marana began with the Town Council's authorization of a Single Central Business District (CBD) by Resolution 2008.60.

D. Compatibility with Adjoining Development

The Marana Main Street Specific Plan seeks to be compatible with the existing and planned development in the area (see Exhibit II.D.— Existing Land Use). The proposed development is a mixed-use program that represents a key component of the live-work-play lifestyle sought for Marana. The core of the live-work-play design philosophy provides opportunities to integrate surrounding land uses so that people can do all three activities without going elsewhere. Marana Main Street will integrate and complement existing and adjacent planned development to achieve this lifestyle.

Development Plan

The development plan is compatible with the development trends in the surrounding area and along Interstate 10, incorporating consideration of the needs of travelers on the Interstate as well as the needs of residents of Northwest Marana and surrounding areas.

To minimize potential impacts to area residents, freeway oriented uses will be located along the northern portion of the site closer to the I-10 and Frontage Road. Transitioning to the south, the project will become more community oriented and will include less intense uses. Along the southern property line a 50' landscape setback will be utilized to attenuate noise and visual impacts to the residents to the south in Marana Vistas.

E. Land Use Concept Plan

The Marana Main Street Specific Plan has the advantage of location and proximity. Situated along Interstate 10 between Tucson and Phoenix in the Sun Corridor, this site can support several types of commercial activity (See Exhibit II.E.1 – Land Use Designations). This plan proposes Highway Support Commercial in the northwest portion of the site, near Interstate 10, and Marana Main Street Commercial to the southwest and northeast, closest to an existing neighborhood and proposed mixed-use development. (See Exhibit II.E.2 - Land Use Concept for an illustrative depiction of how development within Marana Main Street Specific Plan may occur.)

The plan contains two commercial land use designations, Highway Support and Marana Main Street. Both land uses will share the live, work, play, shop character sought for in this development. Pedestrian connections, largely in the form of sidewalks, will be provided to all areas of the project and will be clearly designated using decorative paving or other specialty treatment to accommodate pedestrian access. Plazas and public open spaces are envisioned among the commercial and restaurant uses at street-level to encourage extended pedestrian activity and community gatherings. Buffering techniques along Sandario Road will be used to beautify both the Highway Support Commercial and Marana Main Street Commercial to increase the area's viability.

Highway Support Commercial

Highway support opportunities include commercial development with hospitality, convenience related establishments including businesses with associated drive-through facilities. These uses will provide new services not currently offered, and help to revitalize this important Sandario Road community.

Deleted: and

Marana Main Street Commercial

The southern portion of the Marana Main Street Commercial area will have Main Street themes. Community oriented commercial development with street level retail and upper level office or residential use will bring home the live, work, play, shop environment needed in this area. The northeast portion of the development area will have a large

Deleted: A bank with a drive-thru teller and restaurant with a drive-thru may be located on Sandario Road, a hotel is planned in the northeast area of the Highway Support Commercial Area. ¶

Development Plan

freestanding building with pedestrian access along the Marana Main Street roadway and proposed private drive to the hotels and Frontage Road. On-street parking will be provided on the western half of the Marana Main Street roadway, parking lots will be located behind the commercial buildings with convenient pedestrian connections to the storefronts. The proposed multi-story Marana Main Street buildings will have retail shops, restaurants and commercial services at the street level, and offices or residences above. The ground floor is envisioned to have a variety of shop fronts and displays; this, along with the incorporation of plazas and other types of public gathering places at crucial nodes will invite the social connections so important to making a place successful. A pharmacy with associated drive-through window is allowed on the southeast corner of Sandario Road and Marana Main Street with approval of a conditional use permit.

Deleted:

F. Circulation Concept Plan

This project has a critical link to the Marana Main Street roadway, providing circulation between Grier and Sandario Road, which should be constructed as a single project.

The Marana Main Street roadway will bisect the development and will provide internal access to the project and to Barrios de Marana. Marana Main Street and Sandario Road will service the project.

Marana Main Street is to be a road that lends itself to creating a vibrant area. By creating the flexibility in the cross-section we can have sidewalks, be provided with shade structures that are on private property and not in the public rights of way.

Internal access lanes lead from the Marana Main Street roadway to serve the development. Location of these access points and the internal circulation pattern separates the freeway oriented development on the north from the community development to the south. Access to Frontage Road could facilitate freeway access but will be dependent upon the ultimate resolution of Frontage Road by the Arizona Department of Transportation (ADOT) and the Town of Marana.

To address capacity levels of service, more precise ADTs, and improvements needed for specific uses, a detailed traffic analysis will be provided to the Town of Marana at the time of development plan review. The detailed traffic analysis will also address the proposed access impacts on the existing developments surrounding the site, a capacity analysis for the proposed off site streets, and a description of the improvements required for this project.

Pedestrian paths and sidewalks will connect all uses and areas within the Marana Main Street Specific Plan as alternatives to vehicular circulation. Open space will be easily accessed within the 28 acre area. Regularly spaced breaks between buildings in Marana Main Street will be provided to encourage pedestrian activity. Connections to areas beyond the Specific Plan have also been incorporated into the project design, including sidewalks at Sandario Road, Denny Road, and to the east along Frontage Road.

G. Grading Concept

Due to its previous use as a cotton production facility, the site has been completely graded. Additional grading will create drainage basins and other on-site drainage features. Additional geotechnical studies will be completed prior to site disturbance to determine the extent of grading required.

H. Post Development Hydrology

The project area is proposed to transition from vegetative open space to a commercial development project. The project will conform to Town of Marana hydrology standards.

The entire site is in an established 100 year floodplain. Finished floor elevations shall be situated no less than one foot above the 100 year water surface elevation for the adjacent drainage basin and 100 year flood plain.

The development of this site will not alter the drainage characteristics of any upstream or downstream property owners. The project site falls within the Santa Cruz levee benefit area and therefore will be subject to impact fees current at the time of platting or development plan approval.

The development of this site will be in conformance with the Town of Marana detention and retention standards. All on-site generated storm water runoff will be conveyed to proposed drainage basins as surface flow.

I. Viewsheds

Development on this site will not impair views of significant off-site features for properties adjacent to the site. Views may be impacted from the adjacent convenience store and from the northernmost residents of the Marana Vista subdivision. A 50 foot landscape buffer along the southern edge of the property will mitigate potential impacts.

Due to the prevailing flat topography of the project site and the relatively flat terrain of surrounding properties, the subject property is highly visible from all adjacent property. Landscaping buffering will soften the visual impact of this development. The development should have little or no negative impact to the views of the existing businesses along Sandario Road.

J. Open Space and Recreation Concept

Urban open space areas will be sprinkled throughout the development in the form of plazas and enclaves. Visitors will want to congregate in these areas as these spaces will offer shade and inviting design features. Pedestrian amenities include benches and

Development Plan

green spaces. Plants chosen for their form, color, drama, stateliness and shade qualities offer relief and passive recreation opportunities.

K. Cultural Resources

A surface inspection of the entire site will be completed in conjunction with the subdivision plat and/or development plan submittals. Based on the findings of cultural resource inspections, appropriate measures will be taken in accordance with applicable federal, state and local regulations.

L. Infrastructure and Public Facilities

Sewer

The developer will enter into a Sewer Service Agreement for required facilities and capacity with the wastewater provider.

Fire Service

The Marana Main Street Specific Plan area is within the boundaries of the Northwest Fire and Rescue District. The nearest fire station (Northwest Fire District Station #36) is located at 13475 N. Marana Main Street, approximately 1/2 mile south of the project site.

Water

The developer will enter into a Water Service Agreement for required facilities with the water provider.

Schools

The property is within the Marana Unified School District (MUSD). Estes Elementary School, Marana Middle School and the Marana Plus Alternative Education facility are located across the street to the east of the project site. Marana High School is located approximately 6 miles south of the project site. In addition, a new high school is planned approximately one mile south and west of the project site.

Public Utilities

a. Natural Gas

Southwest Gas serves this area and will provide service to the property.

b. Communications

Telephone service and line installation is available in this area through Qwest Communications. Comcast Cable has cable infrastructure in this area and can provide service to the property.

c. Electric Power

Electric Power will be provided by Tucson Electric Power Company.

Development Plan

d. Cortaro Marana Irrigation District (CMID)

The project is within the Cortaro Marana Irrigation District

Development Plan



EXHIBIT II.D: EXISTING LAND USE



Exhibit II.D: Ex

Deleted:

Development Plan



EXHIBIT II.E.1: LAND USE DESIGNATIONS

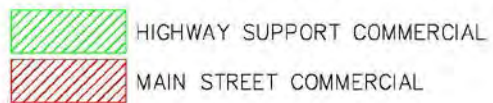


Exhibit II.E.1: Land Use Designations

Deleted:

Development Plan

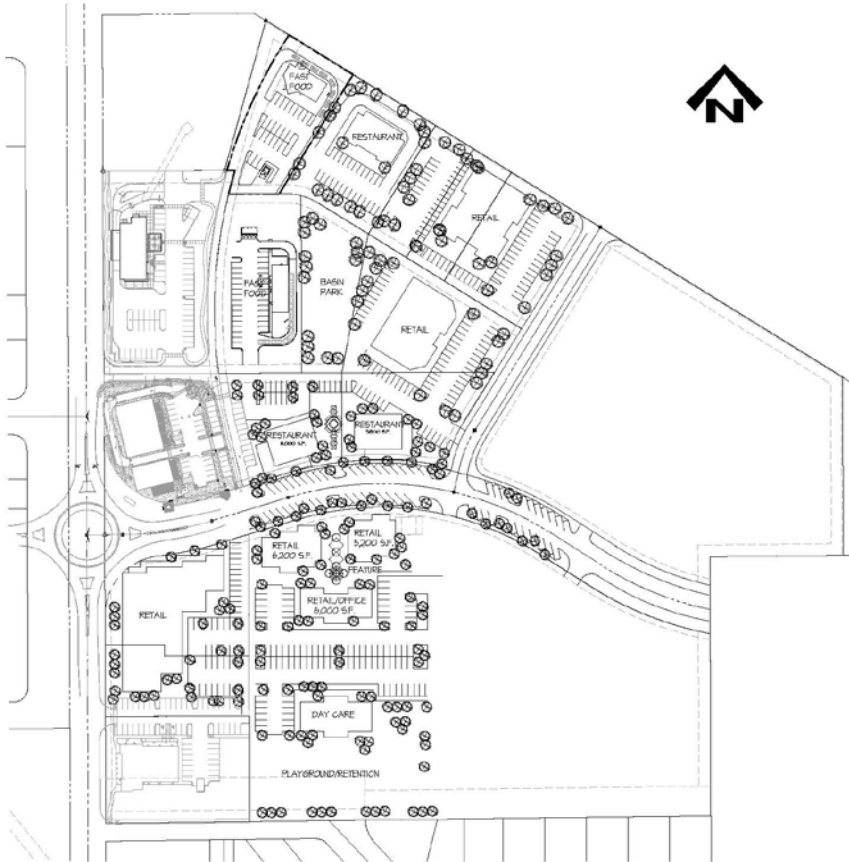


EXHIBIT II.E.2: MARANA MAIN STREET CONCEPTUAL SITE PLAN.



Deleted:

Formatted: Font: 14 pt, Bold

Deleted: Exhibit II.E.2.

Deleted: - Marana Main Street Conceptual Site Plan

Formatted: Centered

III. Development Regulations

Development Regulations

A. *Purpose and Intent*

These regulations will serve as the primary mechanism for implementation of the Marana Main Street Specific Plan. The Marana Main Street Specific Plan Development and Design Standards are intended to establish the intensity and character of the development by prescribing site-specific standards that are tailored to the unique qualities of the project. The regulations contained within this section provide an appropriate amount of flexibility to anticipate future needs and to achieve compatibility with surrounding land uses.

The project has two land use designations, Highway Support Commercial and Marana Main Street Commercial.

B. *General Provisions*

1. Applicability of the Town of Marana Land Development Code

If an issue, condition, or situation arises or occurs that is not addressed by this Specific Plan, the applicable portions of the Town of Marana Land Development Code that are in place at the time of development shall apply.

2. Building Code

All construction within the Specific Plan area shall comply with all currently adopted building codes and regulations.

3. Additional Uses

Whenever a use has not been specifically listed as being a permitted use in the particular zone classification within the Specific Plan, it shall be the duty of the Planning Director to determine if said use is: (1) consistent with the intent of the zone, and (2) compatible with other listed permitted uses. Any person aggrieved by the determination may appeal that decision to the Marana Board of Adjustment.

4. Mix of Uses

Permitted uses are encouraged to be mixed, both horizontally and vertically, and subject to applicable building safety codes and regulations. Specifically, the Marana Main Street Specific Plan promotes a vertical mix of uses along Marana Main Street and Sandario Road where commercial establishments occupy space at street level with office and residential uses above.

Development Regulations

C. Development Regulations

1. Permitted Uses

- Boutique hotels
- Churches, synagogues, or similar place of worship
- Clinics/therapy services
- Commercial/retail
- Commercial/retail with associated drive-through window in the Highway Support Commercial Land Use designation.
- Day care services
- Educational uses
- Entertainment services
- Financial services
- Fitness centers and other commercial recreation
- Food and beverage services including bars, restaurants and diners
- Hotels or motels
- Institutional uses
- Offices
- Open Spaces, including public spaces
- Personal services
- Pharmacy with associated drive-through window in the Marana Main Street Land Use Designation on the southeast corner of Sandario Road and Marana Main Street with approval of a Conditional Use Permit.
- Residential within a mixed-use building (subject to 5.b.5.)
- Warehouses associated with retail sales
- Other uses – Any use similar in nature and intensity to a use listed within the above categories as determined by the Planning Director.

Formatted: Indent: Left: 0.75", Hanging: 0.47", Bulleted + Level: 3 + Aligned at: 0.25" + Tab after: 1" + Indent at: 1", Tab stops: 1", Left

Deleted: (including drive-through facilities – subject to the Section¶ 3.b.1-3.)

2. Accessory Uses

The following accessory uses are permitted when associated with the principal permitted use:

- Outdoor seating, courtyards, and recreational facilities
- Parking structures
- Covered parking
- Outdoor retail and service display areas

3. Conditional Uses

All conditional uses shall require a Conditional Use Permit reviewed and approved as prescribed in the Land Development Code. The request must be consistent with the purpose and intent of the Marana Main Street Specific Plan, and may be subject to additional special conditions and limitations. Conditional uses that may be permitted include the following:

Development Regulations

a. Any commercial use with a first story single tenant space floor area greater than 70,000 square feet.

b. Drive-through facilities for a pharmacy, with the following criteria:

1. The development is limited to the lot on the southeast corner of Marana Main Street and Sandario Road.
2. The siting of drive-through windows must be located behind and screened by the principal building.
3. Location and design of the access driveway shall minimize impacts on pedestrian activity.
4. Stacking of cars shall not be permitted in an access driveway, and instead the parking lot must be used for stacking.
5. The design precludes vehicular access conflicting with an existing or planned adjacent use.
6. The facility is located to minimize noise and odors.

c. Indoor self-storage facility

1. All indoor self service storage shall be subject to the following use and design standards, in addition to all other applicable regulations:
 - a. Building must be located towards the Frontage Road.
 - b. All storage shall be inside a building or fully enclosed structure.
 - c. Vehicle parking shall be provided for loading and unloading. Motor vehicles shall not be parked overnight or otherwise stored within or outside the site.
 - d. Storage of flammable or hazardous materials and explosives is prohibited, as well as storage of any materials that are offensive or noxious because of odors, dust, or fumes.
 - e. Building facades shall be two or more stories and have the appearance of a multi-story building through the use of windows, doors, awnings, canopies or other appropriate building elements.
 - f. All structures within Marana Main Street must meet the Commercial Design Standards.
 - g. No outdoor storage of vehicles, supplies or equipment shall be permitted.
 - h. Only "dead storage" shall be permitted, which shall mean the keeping of goods not in use and not associated with any office, retail or other business activity conducted on premises. Conducting an office, retail or other business or service use from a storage unit shall be prohibited. One

Formatted: Indent: Left: 0.88", No bullets or numbering

Deleted: restaurant,

Deleted: and similar uses

Deleted: I

Deleted: lots located north of Marana Main Street or located on Sandario Road four (4) and five (5)

Formatted: Normal, Indent: Left: 1.01", Space After: 6 pt, Add space between paragraphs of the same style

Deleted: <#>¶

Formatted: Space After: 6 pt

Development Regulations

administrative office for the proprietor of the self-storage business shall be permitted within the facility in appropriately designed space.

- d. Marana gateway sign up to eighty-five (85) feet in height.
- e. Electronic Message Display sign subject to the following criteria:
 1. General
 - a. All electronic message displays shall be integrated into a permitted on-premise freestanding monument sign, pole sign, or traffic directional sign. Electronic message displays shall conform to the size and placement standards otherwise applicable for the site, provided that the area of the electronic display component shall not exceed 50% of the total allowable sign area for the permitted sign.
 - b. No more than one two-sided electronic message display shall be permitted for each street frontage of an individual property or development.
 - c. The conversion of an existing conforming freestanding monument sign, pole sign, or traffic directional sign to an electronic message display is permitted. The conversion of an existing non-conforming sign to an electronic message display is prohibited.
 2. Location / Placement
 - a. Electronic message displays shall only be located on property adjacent to Interstate 10 as designated by the Town of Marana Engineering Department.
 3. Display and Operation
 - a. The use of sound is prohibited.
 4. Illumination
 - a. All electronic sign displays shall be illuminated in accordance with the currently adopted standards defined in the Town of Marana Outdoor Lighting Code.

4. Prohibited Uses

- Agricultural equipment or industrial equipment sales
- Automotive services including gasoline sales, automotive repair, bodywork, and vehicle sales retail

Development Regulations

- Commercial outdoor storage uses, any
- Contractor yards
- Heavy equipment sales or lease
- Industrial uses
- Recreational vehicle or boat storage
- Recreational vehicle or manufactured home parks
- Self-service storage facility, outdoor
- Other uses - Any use similar in nature and intensity to a use listed within the above categories as determined by the Planning Director.

5. Development Standards

Commercial and institutional development will be subject to the requirements of the Commercial Design Standards in the Marana Land Development Code and subject further to the following standards:

a. Land Use designation exclusive standards

1. Highway Support Commercial

a. Setbacks

1. Any and all principal buildings, any portion of which is located in the following areas, shall be subject to the following setbacks:
 - a. A minimum of 15 feet shall be provided on Marana Main Street from back of curb to building façade for the sidewalk and other activity areas
 - a. 10' setback along Sandario Road that is to be landscaped
 - b. 20' setback along Frontage Road

2. Marana Main Street Commercial

a. Setbacks

1. Any and all principal buildings, any portion of which is located in the following areas, shall be subject to the following setbacks:
 - b. A minimum of 15 feet shall be provided on Marana Main Street from back of curb to building façade for the sidewalk and other activity areas
 - c. 10' setback along Sandario Road that is to be landscaped
 - d. 75' setback along the Denny Road frontage
 - e. 20' setback along Frontage Road
 - f. 50' landscape setback from lots in the Marana Vista subdivision

Development Regulations

2. There shall be zero (0) setback for the first floor of building frontage on Marana Main Street except for a large freestanding, single use building which shall have a 20' setback and a minimum 10' landscape buffer.
3. The first floor front setback on Marana Main Street may be increased and designed as an outdoor gathering area with the following criteria:
 - a. A shaded walkway that may be a colonnade, arcade, awning, pergola, first level floor overhang, recessed ground level floor and other similar design feature.
 - b. The shaded walkways may encroach into the front setback and will be provided along the building edge facing the main streets.
 - c. The continuity of shade structures can be interrupted for a structural reason, change in form, change in materials, and an aesthetic reason in such a way that the intent of a pedestrian-oriented streetscape is not lost.
 - d. Building upper floors (above first floor) may have a zero (0) setback.

b. Standards applicable to the entire Marana Main Street Specific Plan

1. Street Frontage
 - a. The building frontage shall be as continuous as is practicable leaving spaces for pedestrian access and other functional open spaces.
 - b. The primary entrance door of each building shall face the street frontage (except for those buildings located on Sandario Road), and shall remain unlocked during normal business hours.
2. Building Side and Rear Setback
 - a. No minimum side or rear setbacks are required provided minimum building code requirements are met.
3. Building Separation
 - a. A minimum of one pedestrian access shall be provided for every 150 feet of building frontage along Marana Main Street and Sandario Road for connections between the parking lots and the street.
 - b. The pedestrian access shall be a minimum of 10 feet in width.

Development Regulations

- c. The minimum distance between primary structures and an accessory building or two accessory buildings shall be as per the minimum building code requirements.
- 4. Building Height
 - a. Maximum building height shall not exceed 60 feet.
 - b. Buildings along Marana Main Street (in the Marana Main Street Land Use designation) shall be a minimum of two stories.
- 5. Residential Standards
 - a. Residential development (only in the Marana Main Street land use designation) shall be subject to the following standards:
 - 1. No residential use shall be permitted on the first floor of any building.
 - a. Each building with residential units shall have separate, private access to the residential floor(s).
 - b. Parking spaces as required in the Land Development Code shall be clearly designated and reserved for each residential unit.
 - c. Each unit shall include a minimum of 75 square feet of private open space in a balcony.
 - d. Private balconies should be covered to protect from the weather and should be designed to be an extension of the interior common living area.
- 6. Parking and Loading Standards
 - a. The Parking Standards in the Land Development Code shall govern the parking requirements. Some parking requirements may be reduced to account for shared use of parking spaces and to minimize the impact of paved parking areas.
 - b. Parking areas serving buildings along Marana Main Street and Sandario Road shall be primarily located behind the building.
 - c. A landscape buffer will be required to shield the parking area and drive-throughs from Sandario Road.
 - d. Individual Parking Plan: An individual parking plan may be submitted to reduce the total spaces required by Town of Marana standards provided the following standards are met:
 - 1. The plan shall be reviewed and approved by the Planning Director and the Town Engineer.

Deleted: thru

Development Regulations

2. The plan shall include a parking analysis for the development.
 3. On-street parking along the building frontage may be included in the parking calculations.
 4. The plan shall document that the reduced parking will ensure sufficient parking for the proposed uses.
 5. The plan does not cause traffic safety or operational problems.
 6. A future revision to land or building uses may require submittal of a revised plan or an increase in parking spaces.
7. Bicycle Spaces
- a. Bicycle parking shall be subject to the following standards:
 1. Bicycle parking shall be required for all development areas and distributed around the site.
 2. Bicycle parking spaces shall be provided in bicycle racks equal to three percent of the required vehicle parking spaces.
 3. A minimum of two bicycle parking spaces shall be required in any bike rack.
8. Screening
- a. All equipment, such as but not limited to, mechanical, electrical, communications and air conditioning shall be selected and located in a manner consistent with the architecture of the project and shall be screened from view from adjacent properties and public streets. Parapet walls, enclosing walls, louvers and grills shall be used to conceal from view all equipment on site or on the roofs of buildings. Exceptions may be made for equipment that, by nature of simple geometric shape, blends well with the architecture of the project. Satellite dishes and other communications equipment must be integrated with the architecture or screened in an acceptable manner.
9. Storage Standards
- a. Open storage of equipment and materials is prohibited. Storage areas, including areas used for dumpster or private garbage facilities, shall be subject to standards as follows:
 1. Storage areas shall be screened from all streets and adjacent property.
 2. The screening shall form a complete opaque screen up to a point eight feet in vertical height. Storage within the screened area may not exceed the height of the screen.

Development Regulations

3. Screening material shall be compatible in color, texture, and material with the overall architectural design of the building.

10. Landscaping

- a. The overall landscape design shall be one that incorporates vegetation and hardscape to create a place that encourages congregation and socialization. A variety of meeting places should be offered throughout Marana Main Street, including urban gardens or plaza areas, to create places where people want to come and enjoy leisure time, shop and dine.
- b. The landscape plan should reflect the energy and vitality that will occur from the mixed-use activity. The proliferation of vibrant seasonal color (showy flowers, fall color or berries), shade trees and planters with ornamental and seasonal plants, are strongly encouraged for color and variety. Vines or other organic material are preferred screening treatments, and to create intimate gathering spaces.
- c. All landscaped areas shall be integrated and maintained in a well-kept condition in accordance with the Marana Land Development Code.
 1. All landscape buffers shall be planted in accordance with the Commercial Design Standards and shall be provided as follows:
 - a. A minimum three foot high barrier to eliminate views of automobiles on Sandario Road.
 - b. No minimum landscape buffer requirements will be required for buildings fronting the Marana Main Street roadway in the Marana Main Street Land Use designation.
 - c. A minimum 50 foot landscape buffer adjacent to the lots in the Marana Vista subdivision.
 - d. 20' landscape buffer along Frontage Road adjacent to the Interstate 10 freeway.
 - e. 20' landscape buffer along Denny Road.
 - d. A minimum of 50 percent of the trees are to be 24-inch box size and the balance shall be a minimum 15 gallon size.
 - e. Trees shall be located in planter bays to provide a shading effect to the adjacent parking bays. Additional shrubs and groundcovers may be planted in planter bays to further reduce large areas of unbroken paving.
 - f. Shrubs are to be used in planter bays to screen cars from street frontages, property lines, entry drives and pedestrian walkways. All other surfaces within planting areas are to be covered by organic or inorganic groundcover.
 - g. No trees or large shrubs shall be planted within 10 feet of any entry driveway.

Development Regulations

- h. Shading of asphalt areas will be in accordance with the Marana Land Development Code.
- i. Informal groups of trees shall be planted next to structures.

11. Noise Standards

- a. Noise impact shall be considered and incorporated in the design of all facilities and uses to minimize the impact on mixed-use and adjacent residential properties. When appropriate, an acoustical analysis will be required as part of the plan review process.
- b. An event or development shall be considered to produce a noise disturbance if the sound level emitted by said development exceeds the following at the property line:
 - 1. Noise levels in excess of 55 decibels during the hours of 6:00 a.m. to 10:00 p.m.
 - 2. Noise levels in excess of 45 decibels during the hours of 10:00 p.m. to 7:00 a.m.

D. *Design Standards*

1. Purpose and Intent

The purpose of this document is to provide specific design criteria and standards for the Marana Main Street Specific Plan to ensure a consistent standard of quality and that the design of the project remains true to the theme and character established by the developer.

2. Authority and Scope

- a. The responsibility of reviewing future development plan submittals for compliance with this Specific Plan, as further described in the Implementation and Administration chapter of this plan (Section IV), falls to the Town of Marana.
- b. Both the developer and the Town of Marana shall be responsible for the implementation of these Design Standards.
- c. Being specific to the Marana Main Street Specific Plan, and in the case of a conflict with other regulations, the provisions contained herein shall prevail.
- d. Minor amendments to these Design Standards may occur with the approval of the developer and the review and approval of the Planning Director. Minor amendments include changes to setbacks, minor alterations to road alignments, minor alterations to site layout and configuration and any increases or decreases to parcel size within a 10% margin.

Development Regulations

- e. Major amendments to these Design Standards shall be subject to the same process used to amend the zoning for the Specific Plan. Major amendments include changes to the land use boundaries, any proposed amendment which conflicts with the adopted Specific Plan, and reductions to the dimensions of the required buffer areas. Other amendments which modify the zoning stipulations shall be considered a major amendment.
- f. If any provision herein is considered ambiguous or unclear, the Planning Director shall be responsible for interpreting the intent of these Design Standards.
- g. All items not specifically addressed by these Design Standards will automatically be covered by the Town of Marana Land Development Code.

3. Circulation Standards

Development in Marana Main Street will establish vehicular and pedestrian connections with the existing and planned land uses around the site. It is important to make the Marana Main Street a comfortable walking and pedestrian-friendly destination. Tree lined streets, arcade building frontages, and pedestrian alleyway shortcuts will make it an easy, safe and attractive destination.

To achieve this, development blocks shall have limited vehicle access points. Drives shall be located away from the pedestrian areas along Marana Main Street and Sandario Road. All off-street parking shall be located behind the buildings and have dedicated, shaded pedestrian pathways. Buildings masses shall be separated by pedestrian alleyways to create regular points of egress and ingress between the off-street parking, Marana Main Street and Sandario Road. In addition to roads and parking, the Marana Main Street Specific Plan will include a comprehensive pedestrian and bicycle circulation network.

Vehicular circulation and parking should be accommodated without impacting the pedestrian experience. Adequate measures shall be provided to reduce vehicular/pedestrian circulation conflicts.

a. Pedestrian and Bicycle Circulation

Pedestrian-friendly communities are made possible through well-designed and efficient circulation systems. Pedestrian spaces and routes should be designed to invite non-vehicular traffic throughout Marana Main Street. Pedestrian and bicycle pathways shall be planned such that they connect all open space and development areas. These circulation routes should be recognized as recreational amenities and as alternatives to automobile circulation.

- 1. The Marana Main Street Specific Plan shall have sufficiently wide sidewalks with appropriate shading and pedestrian seating areas to make walking a pleasure even in the desert summer. Continuous building frontage with a variety of retail uses spilling out onto the sidewalks can make streets an

Development Regulations

active public place. Pedestrian alleyways can serve as short-cuts between buildings and provide for additional frontage to the retail businesses.

2. Pedestrian-friendly development with a human scale will be achieved with the following standards:
 - a. Streets shall have a continuous canopy of trees.
 - b. Buildings with front setbacks shall be built up to the sidewalks by adding arcades, colonnades, awnings, stoops, balconies and terraces.
 - c. Bicycle and pedestrian paths shall be designed to minimize conflicts with vehicular traffic.
 - d. Bicycle parking shall be provided at focal points and activity centers.
 - e. Bicycle and pedestrian paths shall be developed to provide links to all areas within Marana Main Street as well as adjacent areas.

b. Streetscape Design Standards

1. Circulation shall include convenient access to and from adjacent areas, and minimize conflicts between pedestrians and vehicles by strategically locating street locations and street connections into and out of development blocks. Parking lots shall be organized so they are strategically buffered from the majority of pedestrian storefront activities.
2. An active, pedestrian oriented streetscape along Marana Main Street and Sandario Road shall be developed that includes the following:
 - a. Way finding and directional signage designed and located in such a way as to be visible from both pedestrian and vehicular traffic throughout Marana Main Street.
 - b. Site lighting shall complement the existing street and pedestrian lighting on Marana Main Street and Civic Center Drive.
 - c. Streetscapes shall include abundant street trees and special plantings.
 - d. Building fronts shall have pedestrian-friendly store fronts.
 - e. The street and sidewalk environment shall be cooled with colonnades, trellises and other shade structures.
 - f. Sidewalk areas shall include special paving and pedestrian oriented open spaces.
 - g. Decorative pavement and lighting shall be included at all pedestrian crossings.
 - j. Access and interconnectivity shall be provided to adjacent areas.

4. Site Planning

a. General Site Design Standards

1. The building design and elevation plans shall be sensitive to the pedestrian scale of Marana Main Street.
2. The building frontage along Marana Main Street and Sandario Road shall be as continuous as is practicable leaving spaces for normal vehicular and pedestrian access and other functional open space needs.
3. At least one pedestrian access shall be provided for every 150 feet of building frontage along Marana Main Street and Sandario Road. The access shall provide for connections between the parking lots and the street.
4. The pedestrian access shall be a minimum of 10 feet.
Corner buildings shall have the main entrance along the primary street. Secondary entrances may be allowed along the non-primary side.
5. Building articulation and configuration shall consist of:
 - a. Varied building facades
 - b. Strong continuous built influence along street fronts
 - c. Generous first floor heights
 - d. Architectural detailing
 - e. Special corner treatments
6. Covered and shaded walkways may consist of one or more of the following:
 - a. Colonnades
 - b. Awnings
 - c. Trellises
 - d. Canopies
 - e. Other shading devices as accepted by the Planning Director
7. Retail buildings shall include one or more of the following:
 - a. Multi-sided shopping
 - b. Varied shops
 - c. Continuous shop frontage
8. Alleyways and street corners shall be enhanced by one or more of the following:
 - a. Framed views
 - b. Features that convey an element of surprise
 - c. Walk through show windows
9. Parking within Marana Main Street shall include:
 - a. Pedestrian-friendly and inviting entry points
 - b. Parking behind buildings

Development Regulations

- c. Parking structures where appropriate

5. Landscape Design Standards

Marana Main Street incorporates coordinated landscaping throughout the entire project and provides landscaping standards for local streetscapes, development areas, and public area space. Marana Main Street will be designed with distinctive landscape features to define its identity and relation to other development in the Town Center Planning Area.

Plants shall be selected for their form, color, drama, stateliness and shade qualities. Choice and design of planters will be equally important with respect to overall character and functionality for supporting plant life.

Development shall be subject to the Commercial Design Standards in the Marana Land Development Code and subject further to the following standards:

a. General Standards

1. Trees shall be planted to soften the architecture of proposed buildings and provide shade for parking, pedestrian areas and outdoor gathering spaces.
2. Shrubs shall be planted where appropriate to create foundation planting adjacent to the proposed buildings to provide an appropriate transition from the ground plane. Shrubs can also be used to provide visual screening for utility boxes and service items.
3. Groundcovers shall be planted to provide continuity within the landscape and tie together other landscape elements.
4. All plants shall be selected from the approved plant list as described in Title 17 of the Marana Land Development Code.
5. All planting areas shall be irrigated.
6. Special design features such as low walls, trellises and small plazas shall be encouraged along with public art.

b. Street Standards

1. Parking lot landscaping shall be subject to the following standards:
 - a. Landscaping planters no less than six feet wide, by the length of the parking stall, shall be placed at the ends of parking rows to define driveways with one tree per parking aisle and appropriate groundcovers.
 - b. Landscaping planters no less than six feet wide shall be placed every eight, or less, parking stalls in planters no less than six feet wide by the length of the parking stall with one tree and appropriate groundcovers.
2. Street trees are to be a minimum of 24-inch box size.

Development Regulations

c. Decorative Paving

Hardscape materials available for the paving of special activity areas, vehicular and pedestrian areas are numerous in their choice of colors, patterns and textures. Interlocking or brick pavers, colored or textured concrete surfaces are encouraged for use throughout Marana Main Street. The following standards shall be incorporated in the Marana Main Street design:

1. The selection of materials shall be based on the established architectural theme of a given project area.
2. Areas of pedestrian activity shall be delineated with accent pavement and specialty lighting.

d. Walls and fences

1. Alternative walls and fences within a project area shall be consistent with the architectural theme including materials and design of the project and any developed areas located adjacent to such wall or fence.
2. Walls shall be of adequate height to function as a screening device as determined by the Planning Director and the developer.
3. Screen walls or fences of sheet or corrugated metal, asbestos, or chain link fencing are specifically prohibited.

e. Amenities

Site amenities may include trash receptacles, ash urns, benches, planters, bicycle racks, bollards, drinking fountains, information displays, comfort stations, kiosks and other fixtures. The following principles and standards shall be applied to the selection and placement of outdoor amenities:

1. Amenities shall be located so as not to impede the flow of pedestrian traffic and shall conform to applicable Americans with Disabilities Act (ADA) standards.
2. Design shall reflect the character of the project area.
3. Amenities shall be constructed of long-wearing, vandal resistant materials.
4. Incorporation of amenities that are constructed of recycled-content products is highly encouraged.
5. The final selection of amenities shall be based on the appropriate materials and design and their consistency with adjacent architectural features. Approval regarding materials and consistency of these elements shall be deferred to the developer.

Development Regulations

6. Outdoor amenities shall be incorporated to some degree in the majority of open space areas within Marana Main Street.

6. Architectural Standards

Marana Main Street takes its inspiration from the history of Spanish influence and its current presence in the regional architecture as the basis for its own architectural style. The suggested style will be Spanish Renaissance Revival Vernacular. This style creates a more informal character and may be symmetrical or, more typically, asymmetrical in its composition. It is considered to be best suited for urban character and mixed-use development.

The vernacular style is well suited to the Arizona climate, history and culture, and will lend a small town feel to Marana Main Street. It is less ornate and therefore more suited to current building practices, available expertise, and offers efficient and economical construction. It is less formal and allows for much needed flexibility in building design and articulation.

a. General Architectural Standards

1. The building design and articulation in plans and elevations shall be compatible with the purpose, and sensitive to the scale and vision, of Marana Main Street.
2. The layout of the multi-building developments along Marana Main Street Sandario Road, and Frontage Road, shall be designed to break the site into a series of smaller "blocks" defined by pad site buildings, pedestrian walkways, streets or other vehicular circulation routes.
3. Buildings that front Marana Main Street and Sandario Road shall have dedicated pedestrian access facing the street. Tenants are encouraged to provide additional pedestrian access from the rear or side of the building if applicable.

b. Building Massing and Articulation

The character of building mass should provide a community oriented scale of development with friendly retail, office, lodging, residential and civic opportunities.

1. Buildings shall be articulated to have a varied appearance in their heights, features, roof styles and colors that work to create a sense of evolution and growth over time. This discontinuity in facade design and arrangement is complimented by eliminating or largely reducing the side yards to allow continuous rows of shops. This idea reinforces the pedestrian scale and creates a vibrant mix of uses.

Development Regulations

2. The building masses shall be broken at specific points for scale, providing shortcuts and invoking curiosity. The edge treatment at these corners should be dealt with using great sensitivity.
3. Building massing and articulation features should include the following:
 - a. Shade canopies
 - b. Relief islands in parking lots
 - c. Show windows along side alleys
 - d. Public art and landscaping at strategic points
 - e. Safe and shaded pedestrian path connections to shops
 - f. Multi-use congregation spaces
- c. Building Design
 1. Windows shall be recessed at least two inches from the building wall, or they shall project from the building wall, such as bay windows.
 2. Architectural features such as step backs and other single-story elements shall be required on the second story.
 3. Adjacent structures shall not be painted the same color.
 4. Entrances shall be framed and shall be at the same scale as single-family homes.

7. Signage

- a. Signs shall be of a scale, height, material and illumination which reflect the concepts being promoted for the Marana Main Street development.
- b. All sign locations and sign designs shall be subject to a Planned Sign Program. All signage shall be created to incorporate design elements and building materials that complement the architectural theme of Marana Main Street.
- c. The Planned Sign Program should include way-finding and directional signage as well as a marker or monument commemorating the cotton production and processing that occurred on this site.

8. Exterior Lighting

Street lighting shall conform to the Town of Marana Outdoor Lighting Code Requirements. Street and parking lot light fixtures shall complement the existing

Development Regulations

type and pattern of street and pedestrian lighting that occur on Marana Main Street and Civic Center Drive at the Marana Municipal Complex. Use of other lighting elements may vary from one area to the next, but levels of illumination shall remain consistent in quality and clarity. The use of special lighting elements and accent lighting is encouraged subject to the regulations of the adopted Marana Lighting Code.

9. Commemorative Marker/Monument

To ensure that the historical heritage of the site is remembered, the developer will build and install to Town specifications a marker commemorating the cotton production and processing that occurred on this site.

IV. Implementation and Administration

A. *Purpose*

This section of the Specific Plan outlines the implementation of development on the project site. It identifies the responsible party to ensure the project is built in coordination with infrastructure improvements, providing a continuity of design. This section also provides guidance regarding general administration of and amendment procedures to the Specific Plan.

B. *Proposed Changes to Zoning Ordinance*

The Development Regulations section of the Specific Plan addresses only those areas that differ from the Town of Marana Land Development Code. If an issue, condition or situation arises that is not covered or provided for in this Specific Plan, those regulations of the Town of Marana Land Development Code that are in place at the time of development shall be used by the Planning Director as the guidelines to resolve the unclear issue, condition or situation.

C. *General Implementation Responsibilities*

The implementation of the Marana Main Street Specific Plan is the responsibility of the developer. The developer is the entity responsible for providing infrastructure needs including roads, sewer and water in a timely and efficient manner. At any time, the developer may relinquish its rights and assign any or all rights to one or more builders. Associated responsibilities of the developer would also be transferred to the builder at that time.

The Town of Marana Development Services Department will be responsible for ensuring all policies and standards laid out in the Specific Plan are adhered to during the review of all development in Marana Main Street Specific Plan.

D. *Development Review Procedures*

All proposed subdivision plats, improvement plans, development plans and building permits within the Marana Main Street Specific Plan shall be submitted to Town for approval and permitting. Plats, plans and permit applications shall be approved by the Town of Marana in accordance with Town of Marana procedures. Final decisions on grading, drainage, final road alignment, improvement plans, revegetation, and other matters will be made after the approval of the preliminary plat.

No structures, including signs, shall be erected, improved or altered, nor shall any grading, excavation, tree removal or any other work which in any way alters the exterior appearance of any structure or area of land, shall commence until the appropriate permit has been approved.

Approval of a subdivision plat, development plan or building permit is subject to the following requirements:

- Conformance with the Marana Main Street Specific Plan, as adopted;
- Dedication of appropriate rights-of-way and easements for roads (within 60 days of specific plan adoption), utilities and drainage areas by plat, or by separate instrument if the property is not to be subdivided;
- Preliminary plat, final plat and development plan submittals that follow Town of Marana procedures current at the time of application;
- Architectural elevation renderings submitted for review and approval by the Town of Marana prior to development plan approval.

E. *Phasing*

The timing of development for Marana Main Street will be dictated by the market and confirmation of users.

F. *Specific Plan Administration*

1. Enforcement

The Marana Main Street Specific Plan shall be administered and enforced by the Town of Marana in accordance with the provisions of the Specific Plan and the applicable provisions of the Town of Marana Land Development Code.

2. Administrative Change

Certain changes to the explicit provisions in the Specific Plan may be made administratively by the Town of Marana Planning Director, provided such changes are not in conflict with the overall intent as expressed in Marana Main Street Specific Plan. Any changes must conform to the goals and objectives of the Specific Plan.

The Planning Director's decision regarding administrative changes and determination of substantial change as outlined below shall be subject to appeal to the Town Council. Categories of administrative changes include, but are not limited to:

- The addition of new information to the Specific Plan maps or text that does not change the effect of any regulations or guidelines, as interpreted by the Planning Director;
- Changes to the community infrastructure planning and alignment such as roads, drainage, water, and sewer systems that do not increase the development capacity in the Specific Plan area;

- Changes to the development plan boundaries due to platting. Minor adjustments to development plan areas, drainage areas and other technical refinements to the Specific Plan due to adjustments in final road alignments will not require an amendment to the Specific Plan but will require staff approval; or
- Changes to development regulations that are in the interest of the community and do not affect health or safety issues.

3. Substantial Change

This Specific Plan may be substantially amended by the procedure outlined in the Town of Marana Land Development Code, Specific Plan Changes. The owner or agent of the property may submit to the Planning Director a written application to amend one or more of the Specific Plan regulations. The request shall include all sections or portions of the Marana Main Street Specific Plan that are affected by the change(s). The Planning Director shall refer the request with his recommendations to the Planning Commission for public hearing. The Planning Commission shall make its recommendation to the Town Council, which, after public hearing, shall approve, reject or modify the proposed amendment.

4. Interpretation

The Planning Director shall be responsible for interpreting the provisions of this Specific Plan. Appeals to the Planning Director's interpretation may be made to the Board of Adjustment within 15 days from the date of the interpretation.

If an issue, condition or situation arises that is not sufficiently covered in the Specific Plan, the Planning Director may use the applicable regulations within the Town of Marana Land Development Code as a guideline for resolution. This provision shall not be used to permit uses or procedures not specifically authorized by this Specific Plan or the Town of Marana Land Development Code.

G. Fees

Fees will be assessed as indicated by the Town of Marana adopted fee schedule current to the time of application.

Appendices

Definitions

- Boutique hotel – A unique hotel typically offering personalized accommodation and services / facilities. Typically boutique hotels are furnished in a themed, stylish and/or inspirational manner.
- Central Business District – The largest, most intensively developed, mixed-use area within a city, usually containing, in addition to major retail uses, governmental offices; service uses; professional, cultural, recreation, and entertainment establishments and uses; residential, hotels, and motels; appropriate industrial services; and transportation facilities.
- (Marana Single Central Business District) – An approximately five square mile area of land located in the heart of northern Marana that is planned to be Marana's commerce district. Town Council approved and authorized the designation of the Single Central Business District by Resolution 2008.60 in May 2008.
- Financial services – Banks, credit unions, investment services, financial planning and similar financial institutions (including drive-through facilities).
- Food and beverage services – Restaurants, bars, cafes, bakeries, coffee shops, butchers, delicatessens, candy stores, food preparation centers, catering services, and similar uses, not including drive-through facilities.
- Marana Main Street (MMS) – A land use designation with the Marana Main Street Specific Plan that allows a mix of uses.
- Mixed-use building – A building with a combination of residential and non-residential uses; retail on the first floor with office or residential on subsequent floors.
- Mixed-use Development – Mixed-use developments create vibrant urban environments that bring compatible land uses, public amenities, and utilities together at various scales. These developments work to create pedestrian-friendly environments, higher-density development, and a variety of uses that enable people to live, work, play and shop in one place, which can become a destination.
- Offices – Professional, semi-professional, medical, dental, business, sales, counseling, consulting, and similar uses requiring an indoor office.
- Open Spaces – A public or private congregation space such as plazas, courtyards, pavements, walkways, dining areas, and similar pedestrian areas that are designed exclusively for pedestrian activity.
- Pedestrian friendly – Description of an environment that is pleasant and inviting for people on foot; specifically, offering sensory appeal, safety, street amenities such as plantings and furniture, good lighting, easy visual and physical access to buildings, and diverse activities.

- Personal services – Barber shops, beauty salons, health clubs, copying services, clothes cleaning, tailoring, laundromats, picture framing, private postal services, shoe repair, video rentals, watch repair, small domestic machine repair, bicycle repair, and similar indoor services.
- Retail – Apparel, appliances, bicycles, pharmacies, gift shops, variety stores, food and dry goods markets, antique dealers, hardware, stationery, office equipment, florists, jewelry, newsstands, bookstores, art galleries, furniture, packaged liquor, pet shops, office supplies, sporting goods, and similar sundry items.
- Recycled-content products – Products made from materials that would otherwise have been discarded. Items in this category are made totally or partially from material destined for disposal or recovered from industrial activities—like aluminum soda cans or newspaper. Recycled-content products also can be items that are rebuilt or remanufactured from used products such as toner cartridges or computers.
- Self Storage, Indoor – A use engaged in the storage of goods and/or materials characterized by infrequent pick-up and delivery, and located within a building. The definition excludes hazardous material storage, warehousing, distribution, and vehicle storage.
- Smart Growth – Development that serves the economy, the community, and the environment. Smart Growth is development that simultaneously achieves economic development and jobs, strong neighborhoods and healthy communities. Compact, transit accessible, pedestrian-oriented, mixed-use development patterns and land uses.
- Vertical mixed-use buildings – Vertical mixed-use development combines different uses in the same building. The lower floors generally have more public uses, with private uses on the upper levels. Examples include residential space over commercial establishments, street-level retail with offices above, residential and hotel uses in the same building, retail within a parking structure with multiple uses above. Vertical mixed-use development can have any number of revenue-producing and mutually supporting uses in the same building.

MARANA MAIN STREET

SPECIFIC PLAN AMENDMENT

PCZ-1907-001

REVISED
SEPTEMBER 2019



Marana Main Street
SPECIFIC PLAN
Amendment

PCZ1907-001

Submitted to:

TOWN OF MARANA
11555 West Civic Center Drive
Marana, Arizona 85653

Prepared by:

LONG RANGE PLANNING
TOWN OF MARANA PLANNING DEPARTMENT
Marana, Arizona 85653

and

MARANA MAIN STREET LLC
4572 E. Camp Lowell Drive
Tucson, Arizona 85712

September 2019

Section I: Introduction

A. Specific Plan Summary.....	I-1
B. Location	I-1
C. Authority and Scope	I-1
D. Legal Description	I-2

Section II: Development Plan

A. Purpose and Intent	II-1
B. Objectives of the Specific Plan.....	II-1
C. Relationship to Town Policy Documents.....	II-1
1. Marana 2010 General Plan.....	II-1
2. Marana Strategic Plan	II-2
3. Economic Roadmap	II-2
4. Single Central Business District.....	II-2
D. Compatibility with Adjoining Development	II-2
E. Land Use Concept Plan.....	II-3
1. Highway Support Commercial	II-3
2. Marana Main Street Commercial	II-3
F. Circulation Concept Plan	II-4
G. Grading Concept.....	II-5
H. Post Development Hydrology	II-5
I. Viewsheds	II-5
J. Open Space and Recreation Concept	II-5
K. Cultural Resources	II-6
L. Infrastructure and Public Facilities	II-6
1. Sewer	II-6
2. Fire Service.....	II-6
3. Water	II-6
4. Schools.....	II-6
5. Public Utilities	II-6

Section III: Development Regulations

A. Purpose and Intent	III-1
B. General Provisions	III-1
1. Applicability of Town of Marana Land Development Code.....	III-1
2. Building Code	III-1
3. Additional Uses.....	III-1
4. Mix of Uses.....	III-1
C. Development Regulations	III-2
1. Permitted Uses	III-2
2. Accessory Uses	III-2
3. Conditional Uses	III-2
4. Prohibited Uses	III-4
5. Development Standards	III-4
a. Land Use Designation Exclusive Standards.....	III-5
1. Highway Support Commercial.....	III-5
2. Marana Main Street Commercial	III-5
b. Standards Applicable to the Entire Marana Main Street Specific Plan.....	III-6
D. Design Standards	III-10
1. Purpose and Intent	III-10
2. Authority and Scope	III-10
3. Circulation Standards.....	III-10
4. Site Planning.....	III-12
5. Landscape Design Standards.....	III-13
6. Architectural Standards.....	III-15
7. Signage	III-17
8. Exterior Lighting	III-17
9. Commemorative Marker/Monument	III-17

Section IV: Implementation and Administration

A. Purpose	IV-1
B. Proposed changes to Zoning Ordinance	IV-1

Table of Contents

C. General Implementation Responsibilities	IV-1
D. Development Review Procedures.....	IV-1
E. Phasing.....	IV-2
F. Specific Plan Administration	IV-2
G Fees.....	IV-3

Appendices

Definitions	A-1
-------------------	-----

List of Exhibits

Exhibit I.B.1: Regional Context Map	I-3
Exhibit I.B.2: Location Map	I-4
Exhibit II.D: Existing Land Use	II-8
Exhibit II.E.1: Land Use Designations	II-9
Exhibit II. E.2: Land Use Concept	II-10

I. Introduction

A. *Specific Plan Summary*

The Marana Main Street Specific Plan is comprised of a development plan, development regulations, implementation and administration section, and an appendix. A Development Capability Report is not included. The site was previously analyzed and a Development Capability Report was submitted and approved with the Cotton Gin Property/Yankee Point rezoning by Ordinance 2001.24. The Marana Main Street Specific Plan originated by Ordinance 2008.24 which changed the zoning of the property from the A and VC zones to F, Specific Plan.

The Marana Main Street Specific Plan is intended to provide the framework for a stable and attractive commercial development. The plan will provide economic and employment opportunities for the Town of Marana in the form of tax revenue and employment generating businesses by creating a mixed-use, interactive development that combines regional and service retail, entertainment, office/housing, and hospitality uses.

The Marana Main Street Specific Plan establishes comprehensive guidance and regulations for the development of approximately 28 acres located in the Town of Marana. The Specific Plan establishes the development regulations, programs, development and design standards required for the implementation of the approved land use plan. The Specific Plan also provides parameters to implement the Land Use Plan by establishing policies and regulations to replace and supersede the Marana Main Street Specific Plan adopted in 2008, and other Town development regulations. The Specific Plan is regulatory and adopted by ordinance.

B. *Location*

The property is located in the northwest area of Marana (See Exhibit I.B.1 – Regional Context Map.), south of the southeast corner of Marana Road and Sandario Road in the southwest quarter of Section 22, Township 11 South, Range 11 East. (See Exhibit I.B.2 - Location Map.)

C. *Authority and Scope*

The authority for preparation of Specific Plans is found in the Arizona Revised Statutes, Section 9-461.09. The law allows the preparation of Specific Plans based on the Land Use Plan as may be required for the systematic execution of the General Land Use Plan, and further, the law allows for their review and adoption. This Specific Plan is consistent with the Town of Marana 2010 General Plan ratified on May 17, 2011.

Town of Marana Ordinance 87.22 provides the uniform procedures and criteria for the preparation, review, adoption and implementation of Specific Plans in Marana. Pursuant to these state statutes and Town of Marana 87.22, a public hearing will be conducted by the Town Planning Commission and the Town Council, after which the Specific Plan ordinance may be adopted by the Town Council and become effective.

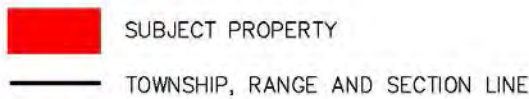
Once adopted, the Marana Main Street Specific Plan will be a regulatory plan which will serve as the zoning and development code for the subject property. Final plats and any other development approvals must be consistent with the Specific Plan.

D. *Legal Description*

Marana Main Street Final Block Plat, Blocks 1 through 10 and Common Area 'A' (Functional Open Space). Being a portion of the SW $\frac{1}{4}$ of Section 22, Township 11 South, Range 11 East, Gila & Salt River Meridian, Town of Marana, Pima County, Arizona.



EXHIBIT 1.B.1: REGIONAL CONTEXT MAP



II. Development Plan

A. Purpose and Intent

Marana Main Street is intended to implement policies of the Marana 2010 General Plan while providing a unique development that meets the specific needs of the site and the community. Development criteria established in this plan ensure quality design for the separate uses while maintaining a common theme throughout the project.

This Development Plan section includes a description of the objectives and policies of the plan combined with various plan components that will meet the Town's vision for development in Northwest Marana. The Development Plan provides a logical continuation of the principles and design criteria of the Marana Municipal Complex area to the south and the broader Single Central Business District. This section provides the rationale for the Development Regulations in Section III.

B. Objectives of the Specific Plan

The objective of the Marana Main Street Specific Plan is to create a development that will provide an attractive, vibrant place for visitors and local residents to shop, dine, do business or stay a few days at a hotel. The land use concept provides a variety of things to do and a number of ways to get around the development.

This development has two complimentary commercial land use designations; Highway Support Commercial in the northern portion of the project and Marana Main Street Commercial in the southern section of the development.

The Marana Main Street Specific Plan plays a key role in the development of the downtown area, along with the extension of Marana Main Street to the south, and serves to connect to the Marana Health Center and Marana Municipal Complex off Civic Center Drive.

C. Relationship to Town Policy Documents

The intent of the Marana Main Street Specific Plan is to further promote and meet the goals and objectives in the Marana 2010 General Plan, the Marana Strategic Plan II, the Economic Roadmap, and the Single Central Business District.

Marana 2010 General Plan

Marana Main Street has been designed to achieve the goals and policies set forth in the Marana 2010 General Plan. The Marana Main Street Specific Plan addresses the General Plan's land use goal to provide opportunities for diverse developments that maximize the benefits to the community and promotes new development that is compatible with existing land uses. Located in the northwest growth area, this plan is located in an area targeted as the primary growth area in the next decade and will provide services not currently offered.

Marana Strategic Plan II

Marana Main Street promotes strategies outlined in the Strategic Plan II's Commerce focus area fulfilling a number of important initiatives including the initiative to allocate and maximize town resources to engage in the recruitment, retention, and expansion of business and industry. This project will also recruit new commercial businesses, encourage the development of the Marana Downtown/Main Street area and promote development of the Downtown Activity Center as outlined in the Marana Economic Roadmap.

Economic Roadmap

In order to achieve successful economic growth, the Marana Economic Roadmap identifies nine economic activity centers, each having its own set of opportunities and challenges due to the unique characteristics within the Marana Planning Area. This level of comprehensive planning allows the Town to focus its investment and resources on creating a variety of unique places that will attract commerce and economic activities. The intent of the activity center concept is to target specific businesses or encourage appropriate types of development to locate in a specific activity center.

Marana Main Street is located in the Downtown Activity Center. Downtown Marana as currently envisioned is a large Activity Center, identified as part of the Council-approved Single Central Business District. This area can include a variety of development areas tied together with unifying design features.

Single Central Business District

The Marana Main Street Specific Plan is situated in the northwest area of Marana within the Single Central Business District. (See Exhibit I.B.1: Regional Map.) The Single Central Business District is envisioned as a vital center of commerce and is part of an economic development strategy to reinvestment in our community, support existing business and promote new development by the private sector. Creating a central commerce area for Marana began with the Town Council's authorization of a Single Central Business District (CBD) by Resolution 2008.60.

D. Compatibility with Adjoining Development

The Marana Main Street Specific Plan seeks to be compatible with the existing and planned development in the area (see Exhibit II.D.– Existing Land Use). The proposed development is a mixed-use program that represents a key component of the live-work-play lifestyle sought for Marana. The core of the live-work-play design philosophy provides opportunities to integrate surrounding land uses so that people can do all three activities without going elsewhere. Marana Main Street will integrate and complement existing and adjacent planned development to achieve this lifestyle.

The development plan is compatible with the development trends in the surrounding area and along Interstate 10, incorporating consideration of the needs of travelers on the Interstate as well as the needs of residents of Northwest Marana and surrounding areas.

To minimize potential impacts to area residents, freeway oriented uses will be located along the northern portion of the site closer to the I-10 and Frontage Road. Transitioning to the south, the project will become more community oriented and will include less intense uses. Along the southern property line a 50' landscape setback will be utilized to attenuate noise and visual impacts to the residents to the south in Marana Vistas.

E. Land Use Concept Plan

The Marana Main Street Specific Plan has the advantage of location and proximity. Situated along Interstate 10 between Tucson and Phoenix in the Sun Corridor, this site can support several types of commercial activity (See Exhibit II.E.1 – Land Use Designations). This plan proposes Highway Support Commercial in the northwest portion of the site, near Interstate 10, and Marana Main Street Commercial to the southwest and northeast, closest to an existing neighborhood and proposed mixed-use development. (See Exhibit II.E.2 - Land Use Concept for an illustrative depiction of how development within Marana Main Street Specific Plan may occur.)

The plan contains two commercial land use designations, Highway Support and Marana Main Street. Both land uses will share the live, work, play, shop character sought for in this development. Pedestrian connections, largely in the form of sidewalks, will be provided to all areas of the project and will be clearly designated using decorative paving or other specialty treatment to accommodate pedestrian access. Plazas and public open spaces are envisioned among the commercial and restaurant uses at street-level to encourage extended pedestrian activity and community gatherings. Buffering techniques along Sandario Road will be used to beautify both the Highway Support Commercial and Marana Main Street Commercial to increase the area's viability.

Highway Support Commercial

Highway support opportunities include commercial development with hospitality, convenience related establishments including businesses with associated drive-through facilities. These uses will provide new services not currently offered, and help to revitalize this important Sandario Road community.

Marana Main Street Commercial

The southern portion of the Marana Main Street Commercial area will have Main Street themes. Community oriented commercial development with street level retail and upper level office or residential use will bring home the live, work, play, shop environment needed in this area. The northeast portion of the development area will have a large

freestanding building with pedestrian access along the Marana Main Street roadway and proposed private drive to the hotels and Frontage Road. On-street parking will be provided on the western half of the Marana Main Street roadway, parking lots will be located behind the commercial buildings with convenient pedestrian connections to the storefronts. The proposed multi-story Marana Main Street buildings will have retail shops, restaurants and commercial services at the street level, and offices or residences above. The ground floor is envisioned to have a variety of shop fronts and displays; this, along with the incorporation of plazas and other types of public gathering places at crucial nodes will invite the social connections so important to making a place successful. A pharmacy with associated drive-through window is allowed on the southeast corner of Sandario Road and Marana Main Street with approval of a conditional use permit.

F. Circulation Concept Plan

This project has a critical link to the Marana Main Street roadway, providing circulation between Grier and Sandario Road, which should be constructed as a single project.

The Marana Main Street roadway will bisect the development and will provide internal access to the project and to Barrios de Marana. Marana Main Street and Sandario Road will service the project.

Marana Main Street is to be a road that lends itself to creating a vibrant area. By creating the flexibility in the cross-section we can have sidewalks, be provided with shade structures that are on private property and not in the public rights of way.

Internal access lanes lead from the Marana Main Street roadway to serve the development. Location of these access points and the internal circulation pattern separates the freeway oriented development on the north from the community development to the south. Access to Frontage Road could facilitate freeway access but will be dependent upon the ultimate resolution of Frontage Road by the Arizona Department of Transportation (ADOT) and the Town of Marana.

To address capacity levels of service, more precise ADTs, and improvements needed for specific uses, a detailed traffic analysis will be provided to the Town of Marana at the time of development plan review. The detailed traffic analysis will also address the proposed access impacts on the existing developments surrounding the site, a capacity analysis for the proposed off site streets, and a description of the improvements required for this project.

Pedestrian paths and sidewalks will connect all uses and areas within the Marana Main Street Specific Plan as alternatives to vehicular circulation. Open space will be easily accessed within the 28 acre area. Regularly spaced breaks between buildings in Marana Main Street will be provided to encourage pedestrian activity. Connections to areas beyond the Specific Plan have also been incorporated into the project design, including sidewalks at Sandario Road, Denny Road, and to the east along Frontage Road.

G. Grading Concept

Due to its previous use as a cotton production facility, the site has been completely graded. Additional grading will create drainage basins and other on-site drainage features. Additional geotechnical studies will be completed prior to site disturbance to determine the extent of grading required.

H. Post Development Hydrology

The project area is proposed to transition from vegetative open space to a commercial development project. The project will conform to Town of Marana hydrology standards.

The entire site is in an established 100 year floodplain. Finished floor elevations shall be situated no less than one foot above the 100 year water surface elevation for the adjacent drainage basin and 100 year flood plain.

The development of this site will not alter the drainage characteristics of any upstream or downstream property owners. The project site falls within the Santa Cruz levee benefit area and therefore will be subject to impact fees current at the time of platting or development plan approval.

The development of this site will be in conformance with the Town of Marana detention and retention standards. All on-site generated storm water runoff will be conveyed to proposed drainage basins as surface flow.

I. Viewsheds

Development on this site will not impair views of significant off-site features for properties adjacent to the site. Views may be impacted from the adjacent convenience store and from the northernmost residents of the Marana Vista subdivision. A 50 foot landscape buffer along the southern edge of the property will mitigate potential impacts.

Due to the prevailing flat topography of the project site and the relatively flat terrain of surrounding properties, the subject property is highly visible from all adjacent property. Landscaping buffering will soften the visual impact of this development. The development should have little or no negative impact to the views of the existing businesses along Sandario Road.

J. Open Space and Recreation Concept

Urban open space areas will be sprinkled throughout the development in the form of plazas and enclaves. Visitors will want to congregate in these areas as these spaces will offer shade and inviting design features. Pedestrian amenities include benches and

green spaces. Plants chosen for their form, color, drama, stateliness and shade qualities offer relief and passive recreation opportunities.

K. Cultural Resources

A surface inspection of the entire site will be completed in conjunction with the subdivision plat and/or development plan submittals. Based on the findings of cultural resource inspections, appropriate measures will be taken in accordance with applicable federal, state and local regulations.

L. Infrastructure and Public Facilities

Sewer

The developer will enter into a Sewer Service Agreement for required facilities and capacity with the wastewater provider.

Fire Service

The Marana Main Street Specific Plan area is within the boundaries of the Northwest Fire and Rescue District. The nearest fire station (Northwest Fire District Station #36) is located at 13475 N. Marana Main Street, approximately 1/2 mile south of the project site.

Water

The developer will enter into a Water Service Agreement for required facilities with the water provider.

Schools

The property is within the Marana Unified School District (MUSD). Estes Elementary School, Marana Middle School and the Marana Plus Alternative Education facility are located across the street to the east of the project site. Marana High School is located approximately 6 miles south of the project site. In addition, a new high school is planned approximately one mile south and west of the project site.

Public Utilities

a. Natural Gas

Southwest Gas serves this area and will provide service to the property.

b. Communications

Telephone service and line installation is available in this area through Qwest Communications. Comcast Cable has cable infrastructure in this area and can provide service to the property.

c. Electric Power

Electric Power will be provided by Tucson Electric Power Company.

d. Cortaro Marana Irrigation District (CMID)

The project is within the Cortaro Marana Irrigation District



EXHIBIT II.D: EXISTING LAND USE





EXHIBIT II.E1: LAND USE DESIGNATIONS

-  HIGHWAY SUPPORT COMMERCIAL
-  MAIN STREET COMMERCIAL



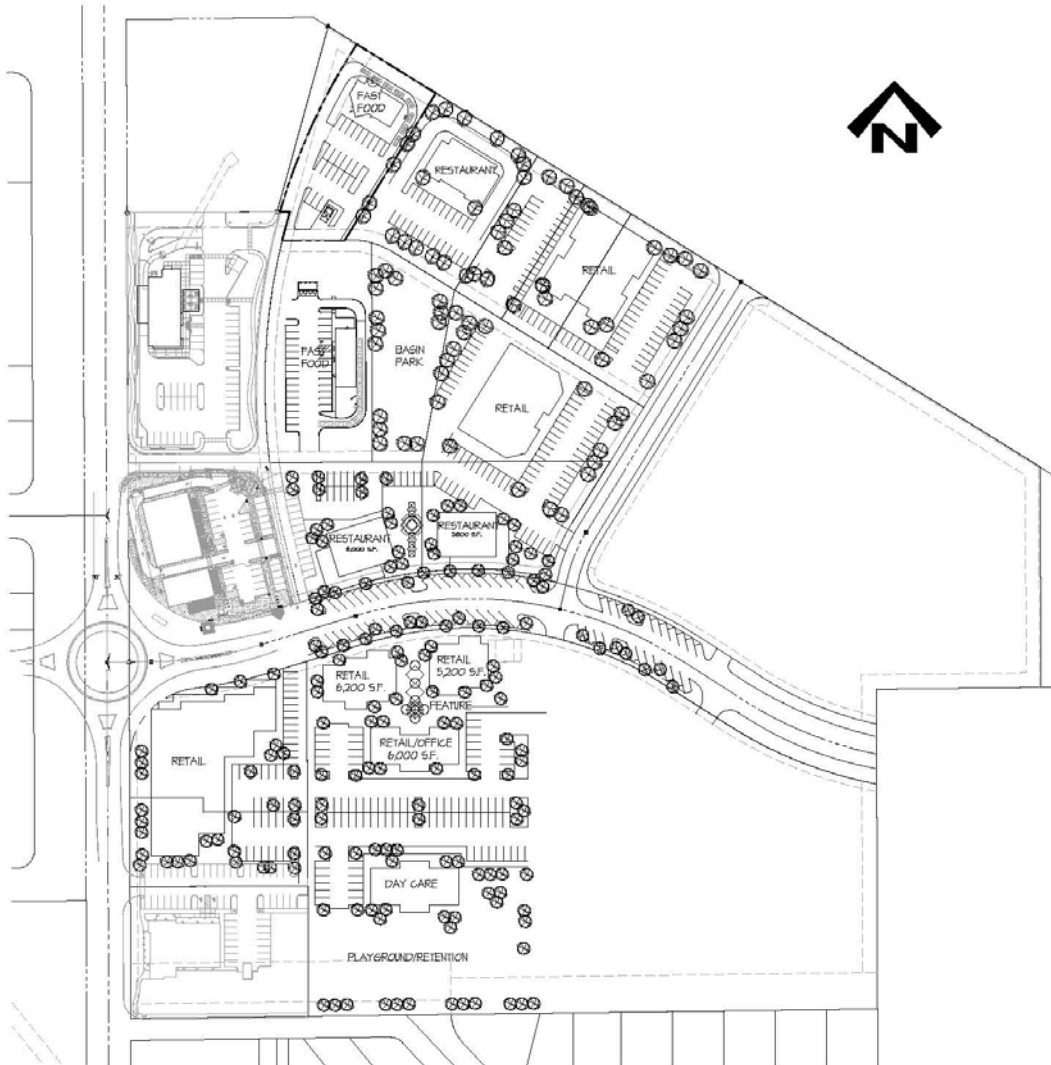


EXHIBIT II.E.2: MARANA MAIN STREET CONCEPTUAL SITE PLAN

III. Development Regulations

A. *Purpose and Intent*

These regulations will serve as the primary mechanism for implementation of the Marana Main Street Specific Plan. The Marana Main Street Specific Plan Development and Design Standards are intended to establish the intensity and character of the development by prescribing site-specific standards that are tailored to the unique qualities of the project. The regulations contained within this section provide an appropriate amount of flexibility to anticipate future needs and to achieve compatibility with surrounding land uses.

The project has two land use designations, Highway Support Commercial and Marana Main Street Commercial.

B. *General Provisions*

1. Applicability of the Town of Marana Land Development Code

If an issue, condition, or situation arises or occurs that is not addressed by this Specific Plan, the applicable portions of the Town of Marana Land Development Code that are in place at the time of development shall apply.

2. Building Code

All construction within the Specific Plan area shall comply with all currently adopted building codes and regulations.

3. Additional Uses

Whenever a use has not been specifically listed as being a permitted use in the particular zone classification within the Specific Plan, it shall be the duty of the Planning Director to determine if said use is: (1) consistent with the intent of the zone, and (2) compatible with other listed permitted uses. Any person aggrieved by the determination may appeal that decision to the Marana Board of Adjustment.

4. Mix of Uses

Permitted uses are encouraged to be mixed, both horizontally and vertically, and subject to applicable building safety codes and regulations. Specifically, the Marana Main Street Specific Plan promotes a vertical mix of uses along Marana Main Street and Sandario Road where commercial establishments occupy space at street level with office and residential uses above.

C. *Development Regulations*

1. Permitted Uses

- Boutique hotels
- Churches, synagogues, or similar place of worship
- Clinics/therapy services
- Commercial/retail
- Commercial/retail with associated drive-through window in the Highway Support Commercial Land Use designation.
- Day care services
- Educational uses
- Entertainment services
- Financial services
- Fitness centers and other commercial recreation
- Food and beverage services including bars, restaurants and diners
- Hotels or motels
- Institutional uses
- Offices
- Open Spaces, including public spaces
- Personal services
- Pharmacy with associated drive-through window in the Marana Main Street Land Use Designation on the southeast corner of Sandario Road and Marana Main Street with approval of a Conditional Use Permit.
- Residential within a mixed-use building (subject to 5.b.5.)
- Warehouses associated with retail sales
- Other uses – Any use similar in nature and intensity to a use listed within the above categories as determined by the Planning Director.

2. Accessory Uses

The following accessory uses are permitted when associated with the principal permitted use:

- Outdoor seating, courtyards, and recreational facilities
- Parking structures
- Covered parking
- Outdoor retail and service display areas

3. Conditional Uses

All conditional uses shall require a Conditional Use Permit reviewed and approved as prescribed in the Land Development Code. The request must be consistent with the purpose and intent of the Marana Main Street Specific Plan, and may be subject to additional special conditions and limitations. Conditional uses that may be permitted include the following:

- a. Any commercial use with a first story single tenant space floor area greater than 70,000 square feet.
- b. Drive-through facilities for a pharmacy, with the following criteria:
 - 1. The development is limited to the lot on the southeast corner of Marana Main Street and Sandario Road.
 - 2. The siting of drive-through windows must be located behind and screened by the principal building,
 - 3. Location and design of the access driveway shall minimize impacts on pedestrian activity.
 - 4. Stacking of cars shall not be permitted in an access driveway, and instead the parking lot must be used for stacking.
 - 5. The design precludes vehicular access conflicting with an existing or planned adjacent use.
 - 6. The facility is located to minimize noise and odors.
- c. Indoor self-storage facility
 - 1. All indoor self service storage shall be subject to the following use and design standards, in addition to all other applicable regulations:
 - a. Building must be located towards the Frontage Road.
 - b. All storage shall be inside a building or fully enclosed structure.
 - c. Vehicle parking shall be provided for loading and unloading. Motor vehicles shall not be parked overnight or otherwise stored within or outside the site.
 - d. Storage of flammable or hazardous materials and explosives is prohibited, as well as storage of any materials that are offensive or noxious because of odors, dust, or fumes.
 - e. Building facades shall be two or more stories and have the appearance of a multi-story building through the use of windows, doors, awnings, canopies or other appropriate building elements.
 - f. All structures within Marana Main Street must meet the Commercial Design Standards.
 - g. No outdoor storage of vehicles, supplies or equipment shall be permitted.
 - h. Only “dead storage” shall be permitted, which shall mean the keeping of goods not in use and not associated with any office, retail or other business activity conducted on premises. Conducting an office, retail or other business or service use from a storage unit shall be prohibited. One

administrative office for the proprietor of the self-storage business shall be permitted within the facility in appropriately designed space.

- d. Marana gateway sign up to eighty-five (85) feet in height.
- e. Electronic Message Display sign subject to the following criteria:
 - 1. General
 - a. All electronic message displays shall be integrated into a permitted on-premise freestanding monument sign, pole sign, or traffic directional sign. Electronic message displays shall conform to the size and placement standards otherwise applicable for the site, provided that the area of the electronic display component shall not exceed 50% of the total allowable sign area for the permitted sign.
 - b. No more than one two-sided electronic message display shall be permitted for each street frontage of an individual property or development.
 - c. The conversion of an existing conforming freestanding monument sign, pole sign, or traffic directional sign to an electronic message display is permitted. The conversion of an existing non-conforming sign to an electronic message display is prohibited.
 - 2. Location / Placement
 - a. Electronic message displays shall only be located on property adjacent to Interstate 10 as designated by the Town of Marana Engineering Department.
 - 3. Display and Operation
 - a. The use of sound is prohibited.
 - 4. Illumination
 - a. All electronic sign displays shall be illuminated in accordance with the currently adopted standards defined in the Town of Marana Outdoor Lighting Code.

4. Prohibited Uses

- Agricultural equipment or industrial equipment sales
- Automotive services including gasoline sales, automotive repair, bodywork, and vehicle sales retail

- Commercial outdoor storage uses, any
- Contractor yards
- Heavy equipment sales or lease
- Industrial uses
- Recreational vehicle or boat storage
- Recreational vehicle or manufactured home parks
- Self-service storage facility, outdoor
- Other uses - Any use similar in nature and intensity to a use listed within the above categories as determined by the Planning Director.

5. Development Standards

Commercial and institutional development will be subject to the requirements of the Commercial Design Standards in the Marana Land Development Code and subject further to the following standards:

a. Land Use designation exclusive standards

1. Highway Support Commercial

a. Setbacks

1. Any and all principal buildings, any portion of which is located in the following areas, shall be subject to the following setbacks:
 - a. A minimum of 15 feet shall be provided on Marana Main Street from back of curb to building façade for the sidewalk and other activity areas
 - a. 10' setback along Sandario Road that is to be landscaped
 - b. 20' setback along Frontage Road

2. Marana Main Street Commercial

a. Setbacks

1. Any and all principal buildings, any portion of which is located in the following areas, shall be subject to the following setbacks:
 - b. A minimum of 15 feet shall be provided on Marana Main Street from back of curb to building façade for the sidewalk and other activity areas
 - c. 10' setback along Sandario Road that is to be landscaped
 - d. 75' setback along the Denny Road frontage
 - e. 20' setback along Frontage Road
 - f. 50' landscape setback from lots in the Marana Vista subdivision

2. There shall be zero (0) setback for the first floor of building frontage on Marana Main Street except for a large freestanding, single use building which shall have a 20' setback and a minimum 10' landscape buffer.
3. The first floor front setback on Marana Main Street may be increased and designed as an outdoor gathering area with the following criteria:
 - a. A shaded walkway that may be a colonnade, arcade, awning, pergola, first level floor overhang, recessed ground level floor and other similar design feature.
 - b. The shaded walkways may encroach into the front setback and will be provided along the building edge facing the main streets.
 - c. The continuity of shade structures can be interrupted for a structural reason, change in form, change in materials, and an aesthetic reason in such a way that the intent of a pedestrian-oriented streetscape is not lost.
 - d. Building upper floors (above first floor) may have a zero (0) setback.

b. Standards applicable to the entire Marana Main Street Specific Plan

1. Street Frontage
 - a. The building frontage shall be as continuous as is practicable leaving spaces for pedestrian access and other functional open spaces.
 - b. The primary entrance door of each building shall face the street frontage (except for those buildings located on Sandario Road), and shall remain unlocked during normal business hours.
2. Building Side and Rear Setback
 - a. No minimum side or rear setbacks are required provided minimum building code requirements are met.
3. Building Separation
 - a. A minimum of one pedestrian access shall be provided for every 150 feet of building frontage along Marana Main Street and Sandario Road for connections between the parking lots and the street.
 - b. The pedestrian access shall be a minimum of 10 feet in width.

- c. The minimum distance between primary structures and an accessory building or two accessory buildings shall be as per the minimum building code requirements.

4. Building Height

- a. Maximum building height shall not exceed 60 feet.
- b. Buildings along Marana Main Street (in the Marana Main Street Land Use designation) shall be a minimum of two stories.

5. Residential Standards

- a. Residential development (only in the Marana Main Street land use designation) shall be subject to the following standards:
 - 1. No residential use shall be permitted on the first floor of any building.
 - a. Each building with residential units shall have separate, private access to the residential floor(s).
 - b. Parking spaces as required in the Land Development Code shall be clearly designated and reserved for each residential unit.
 - c. Each unit shall include a minimum of 75 square feet of private open space in a balcony.
 - d. Private balconies should be covered to protect from the weather and should be designed to be an extension of the interior common living area.

6. Parking and Loading Standards

- a. The Parking Standards in the Land Development Code shall govern the parking requirements. Some parking requirements may be reduced to account for shared use of parking spaces and to minimize the impact of paved parking areas.
- b. Parking areas serving buildings along Marana Main Street and Sandario Road shall be primarily located behind the building.
- c. A landscape buffer will be required to shield the parking area and drive-throughs from Sandario Road.
- d. Individual Parking Plan: An individual parking plan may be submitted to reduce the total spaces required by Town of Marana standards provided the following standards are met:
 - 1. The plan shall be reviewed and approved by the Planning Director and the Town Engineer.

2. The plan shall include a parking analysis for the development.
3. On-street parking along the building frontage may be included in the parking calculations.
4. The plan shall document that the reduced parking will ensure sufficient parking for the proposed uses.
5. The plan does not cause traffic safety or operational problems.
6. A future revision to land or building uses may require submittal of a revised plan or an increase in parking spaces.

7. Bicycle Spaces

- a. Bicycle parking shall be subject to the following standards:
 1. Bicycle parking shall be required for all development areas and distributed around the site.
 2. Bicycle parking spaces shall be provided in bicycle racks equal to three percent of the required vehicle parking spaces.
 3. A minimum of two bicycle parking spaces shall be required in any bike rack.

8. Screening

- a. All equipment, such as but not limited to, mechanical, electrical, communications and air conditioning shall be selected and located in a manner consistent with the architecture of the project and shall be screened from view from adjacent properties and public streets. Parapet walls, enclosing walls, louvers and grills shall be used to conceal from view all equipment on site or on the roofs of buildings. Exceptions may be made for equipment that, by nature of simple geometric shape, blends well with the architecture of the project. Satellite dishes and other communications equipment must be integrated with the architecture or screened in an acceptable manner.

9. Storage Standards

- a. Open storage of equipment and materials is prohibited. Storage areas, including areas used for dumpster or private garbage facilities, shall be subject to standards as follows:
 1. Storage areas shall be screened from all streets and adjacent property.
 2. The screening shall form a complete opaque screen up to a point eight feet in vertical height. Storage within the screened area may not exceed the height of the screen.

3. Screening material shall be compatible in color, texture, and material with the overall architectural design of the building.

10. Landscaping

- a. The overall landscape design shall be one that incorporates vegetation and hardscape to create a place that encourages congregation and socialization. A variety of meeting places should be offered throughout Marana Main Street, including urban gardens or plaza areas, to create places where people want to come and enjoy leisure time, shop and dine.
- b. The landscape plan should reflect the energy and vitality that will occur from the mixed-use activity. The proliferation of vibrant seasonal color (showy flowers, fall color or berries), shade trees and planters with ornamental and seasonal plants, are strongly encouraged for color and variety. Vines or other organic material are preferred screening treatments, and to create intimate gathering spaces.
- c. All landscaped areas shall be integrated and maintained in a well-kept condition in accordance with the Marana Land Development Code.
 1. All landscape buffers shall be planted in accordance with the Commercial Design Standards and shall be provided as follows:
 - a. A minimum three foot high barrier to eliminate views of automobiles on Sandario Road.
 - b. No minimum landscape buffer requirements will be required for buildings fronting the Marana Main Street roadway in the Marana Main Street Land Use designation.
 - c. A minimum 50 foot landscape buffer adjacent to the lots in the Marana Vista subdivision.
 - d. 20' landscape buffer along Frontage Road adjacent to the Interstate 10 freeway.
 - e. 20' landscape buffer along Denny Road.
 - d. A minimum of 50 percent of the trees are to be 24-inch box size and the balance shall be a minimum 15 gallon size.
 - e. Trees shall be located in planter bays to provide a shading effect to the adjacent parking bays. Additional shrubs and groundcovers may be planted in planter bays to further reduce large areas of unbroken paving.
 - f. Shrubs are to be used in planter bays to screen cars from street frontages, property lines, entry drives and pedestrian walkways. All other surfaces within planting areas are to be covered by organic or inorganic groundcover.
 - g. No trees or large shrubs shall be planted within 10 feet of any entry driveway.

- h. Shading of asphalt areas will be in accordance with the Marana Land Development Code.
- i. Informal groups of trees shall be planted next to structures.

11. Noise Standards

- a. Noise impact shall be considered and incorporated in the design of all facilities and uses to minimize the impact on mixed-use and adjacent residential properties. When appropriate, an acoustical analysis will be required as part of the plan review process.
- b. An event or development shall be considered to produce a noise disturbance if the sound level emitted by said development exceeds the following at the property line:
 - 1. Noise levels in excess of 55 decibels during the hours of 6:00 a.m. to 10:00 p.m.
 - 2. Noise levels in excess of 45 decibels during the hours of 10:00 p.m. to 7:00 a.m.

D. *Design Standards*

1. Purpose and Intent

The purpose of this document is to provide specific design criteria and standards for the Marana Main Street Specific Plan to ensure a consistent standard of quality and that the design of the project remains true to the theme and character established by the developer.

2. Authority and Scope

- a. The responsibility of reviewing future development plan submittals for compliance with this Specific Plan, as further described in the Implementation and Administration chapter of this plan (Section IV), falls to the Town of Marana.
- b. Both the developer and the Town of Marana shall be responsible for the implementation of these Design Standards.
- c. Being specific to the Marana Main Street Specific Plan, and in the case of a conflict with other regulations, the provisions contained herein shall prevail.
- d. Minor amendments to these Design Standards may occur with the approval of the developer and the review and approval of the Planning Director. Minor amendments include changes to setbacks, minor alterations to road alignments, minor alterations to site layout and configuration and any increases or decreases to parcel size within a 10% margin.

- e. Major amendments to these Design Standards shall be subject to the same process used to amend the zoning for the Specific Plan. Major amendments include changes to the land use boundaries, any proposed amendment which conflicts with the adopted Specific Plan, and reductions to the dimensions of the required buffer areas. Other amendments which modify the zoning stipulations shall be considered a major amendment.
- f. If any provision herein is considered ambiguous or unclear, the Planning Director shall be responsible for interpreting the intent of these Design Standards.
- g. All items not specifically addressed by these Design Standards will automatically be covered by the Town of Marana Land Development Code.

3. Circulation Standards

Development in Marana Main Street will establish vehicular and pedestrian connections with the existing and planned land uses around the site. It is important to make the Marana Main Street a comfortable walking and pedestrian-friendly destination. Tree lined streets, arcade building frontages, and pedestrian alleyway shortcuts will make it an easy, safe and attractive destination.

To achieve this, development blocks shall have limited vehicle access points. Drives shall be located away from the pedestrian areas along Marana Main Street and Sandario Road. All off-street parking shall be located behind the buildings and have dedicated, shaded pedestrian pathways. Buildings masses shall be separated by pedestrian alleyways to create regular points of egress and ingress between the off-street parking, Marana Main Street and Sandario Road. In addition to roads and parking, the Marana Main Street Specific Plan will include a comprehensive pedestrian and bicycle circulation network.

Vehicular circulation and parking should be accommodated without impacting the pedestrian experience. Adequate measures shall be provided to reduce vehicular/pedestrian circulation conflicts.

a. Pedestrian and Bicycle Circulation

Pedestrian-friendly communities are made possible through well-designed and efficient circulation systems. Pedestrian spaces and routes should be designed to invite non-vehicular traffic throughout Marana Main Street. Pedestrian and bicycle pathways shall be planned such that they connect all open space and development areas. These circulation routes should be recognized as recreational amenities and as alternatives to automobile circulation.

- 1. The Marana Main Street Specific Plan shall have sufficiently wide sidewalks with appropriate shading and pedestrian seating areas to make walking a pleasure even in the desert summer. Continuous building frontage with a variety of retail uses spilling out onto the sidewalks can make streets an

active public place. Pedestrian alleyways can serve as short-cuts between buildings and provide for additional frontage to the retail businesses.

2. Pedestrian-friendly development with a human scale will be achieved with the following standards:

- a. Streets shall have a continuous canopy of trees.
- b. Buildings with front setbacks shall be built up to the sidewalks by adding arcades, colonnades, awnings, stoops, balconies and terraces.
- c. Bicycle and pedestrian paths shall be designed to minimize conflicts with vehicular traffic.
- d. Bicycle parking shall be provided at focal points and activity centers.
- e. Bicycle and pedestrian paths shall be developed to provide links to all areas within Marana Main Street as well as adjacent areas.

- b. Streetscape Design Standards

1. Circulation shall include convenient access to and from adjacent areas, and minimize conflicts between pedestrians and vehicles by strategically locating street locations and street connections into and out of development blocks. Parking lots shall be organized so they are strategically buffered from the majority of pedestrian storefront activities.
2. An active, pedestrian oriented streetscape along Marana Main Street and Sandario Road shall be developed that includes the following:
 - a. Way finding and directional signage designed and located in such a way as to be visible from both pedestrian and vehicular traffic throughout Marana Main Street.
 - b. Site lighting shall complement the existing street and pedestrian lighting on Marana Main Street and Civic Center Drive.
 - c. Streetscapes shall include abundant street trees and special plantings.
 - d. Building fronts shall have pedestrian-friendly store fronts.
 - e. The street and sidewalk environment shall be cooled with colonnades, trellises and other shade structures.
 - f. Sidewalk areas shall include special paving and pedestrian oriented open spaces.
 - g. Decorative pavement and lighting shall be included at all pedestrian crossings.
 - j. Access and interconnectivity shall be provided to adjacent areas.

4. Site Planning

a. General Site Design Standards

1. The building design and elevation plans shall be sensitive to the pedestrian scale of Marana Main Street.
2. The building frontage along Marana Main Street and Sandario Road shall be as continuous as is practicable leaving spaces for normal vehicular and pedestrian access and other functional open space needs.
3. At least one pedestrian access shall be provided for every 150 feet of building frontage along Marana Main Street and Sandario Road. The access shall provide for connections between the parking lots and the street.
4. The pedestrian access shall be a minimum of 10 feet.

Corner buildings shall have the main entrance along the primary street. Secondary entrances may be allowed along the non-primary side.

5. Building articulation and configuration shall consist of:
 - a. Varied building facades
 - b. Strong continuous built influence along street fronts
 - c. Generous first floor heights
 - d. Architectural detailing
 - e. Special corner treatments
6. Covered and shaded walkways may consist of one or more of the following:
 - a. Colonnades
 - b. Awnings
 - c. Trellises
 - d. Canopies
 - e. Other shading devices as accepted by the Planning Director
7. Retail buildings shall include one or more of the following:
 - a. Multi-sided shopping
 - b. Varied shops
 - c. Continuous shop frontage
8. Alleyways and street corners shall be enhanced by one or more of the following:
 - a. Framed views
 - b. Features that convey an element of surprise
 - c. Walk through show windows
9. Parking within Marana Main Street shall include:
 - a. Pedestrian-friendly and inviting entry points
 - b. Parking behind buildings

- c. Parking structures where appropriate

5. Landscape Design Standards

Marana Main Street incorporates coordinated landscaping throughout the entire project and provides landscaping standards for local streetscapes, development areas, and public area space. Marana Main Street will be designed with distinctive landscape features to define its identity and relation to other development in the Town Center Planning Area.

Plants shall be selected for their form, color, drama, stateliness and shade qualities. Choice and design of planters will be equally important with respect to overall character and functionality for supporting plant life.

Development shall be subject to the Commercial Design Standards in the Marana Land Development Code and subject further to the following standards:

a. General Standards

1. Trees shall be planted to soften the architecture of proposed buildings and provide shade for parking, pedestrian areas and outdoor gathering spaces.
2. Shrubs shall be planted where appropriate to create foundation planting adjacent to the proposed buildings to provide an appropriate transition from the ground plane. Shrubs can also be used to provide visual screening for utility boxes and service items.
3. Groundcovers shall be planted to provide continuity within the landscape and tie together other landscape elements.
4. All plants shall be selected from the approved plant list as described in Title 17 of the Marana Land Development Code.
5. All planting areas shall be irrigated.
6. Special design features such as low walls, trellises and small plazas shall be encouraged along with public art.

b. Street Standards

1. Parking lot landscaping shall be subject to the following standards:
 - a. Landscaping planters no less than six feet wide, by the length of the parking stall, shall be placed at the ends of parking rows to define driveways with one tree per parking aisle and appropriate groundcovers.
 - b. Landscaping planters no less than six feet wide shall be placed every eight, or less, parking stalls in planters no less than six feet wide by the length of the parking stall with one tree and appropriate groundcovers.
2. Street trees are to be a minimum of 24-inch box size.

c. Decorative Paving

Hardscape materials available for the paving of special activity areas, vehicular and pedestrian areas are numerous in their choice of colors, patterns and textures. Interlocking or brick pavers, colored or textured concrete surfaces are encouraged for use throughout Marana Main Street. The following standards shall be incorporated in the Marana Main Street design:

1. The selection of materials shall be based on the established architectural theme of a given project area.
2. Areas of pedestrian activity shall be delineated with accent pavement and specialty lighting.

d. Walls and fences

1. Alternative walls and fences within a project area shall be consistent with the architectural theme including materials and design of the project and any developed areas located adjacent to such wall or fence.
2. Walls shall be of adequate height to function as a screening device as determined by the Planning Director and the developer.
3. Screen walls or fences of sheet or corrugated metal, asbestos, or chain link fencing are specifically prohibited.

e. Amenities

Site amenities may include trash receptacles, ash urns, benches, planters, bicycle racks, bollards, drinking fountains, information displays, comfort stations, kiosks and other fixtures. The following principles and standards shall be applied to the selection and placement of outdoor amenities:

1. Amenities shall be located so as not to impede the flow of pedestrian traffic and shall conform to applicable Americans with Disabilities Act (ADA) standards.
2. Design shall reflect the character of the project area.
3. Amenities shall be constructed of long-wearing, vandal resistant materials.
4. Incorporation of amenities that are constructed of recycled-content products is highly encouraged.
5. The final selection of amenities shall be based on the appropriate materials and design and their consistency with adjacent architectural features. Approval regarding materials and consistency of these elements shall be deferred to the developer.

6. Outdoor amenities shall be incorporated to some degree in the majority of open space areas within Marana Main Street.

6. Architectural Standards

Marana Main Street takes its inspiration from the history of Spanish influence and its current presence in the regional architecture as the basis for its own architectural style. The suggested style will be Spanish Renaissance Revival Vernacular. This style creates a more informal character and may be symmetrical or, more typically, asymmetrical in its composition. It is considered to be best suited for urban character and mixed-use development.

The vernacular style is well suited to the Arizona climate, history and culture, and will lend a small town feel to Marana Main Street. It is less ornate and therefore more suited to current building practices, available expertise, and offers efficient and economical construction. It is less formal and allows for much needed flexibility in building design and articulation.

a. General Architectural Standards

1. The building design and articulation in plans and elevations shall be compatible with the purpose, and sensitive to the scale and vision, of Marana Main Street.
2. The layout of the multi-building developments along Marana Main Street Sandario Road, and Frontage Road, shall be designed to break the site into a series of smaller “blocks” defined by pad site buildings, pedestrian walkways, streets or other vehicular circulation routes.
3. Buildings that front Marana Main Street and Sandario Road shall have dedicated pedestrian access facing the street. Tenants are encouraged to provide additional pedestrian access from the rear or side of the building if applicable.

b. Building Massing and Articulation

The character of building mass should provide a community oriented scale of development with friendly retail, office, lodging, residential and civic opportunities.

1. Buildings shall be articulated to have a varied appearance in their heights, features, roof styles and colors that work to create a sense of evolution and growth over time. This discontinuity in facade design and arrangement is complimented by eliminating or largely reducing the side yards to allow continuous rows of shops. This idea reinforces the pedestrian scale and creates a vibrant mix of uses.

2. The building masses shall be broken at specific points for scale, providing shortcuts and invoking curiosity. The edge treatment at these corners should be dealt with using great sensitivity.
3. Building massing and articulation features should include the following:
 - a. Shade canopies
 - b. Relief islands in parking lots
 - c. Show windows along side alleys
 - d. Public art and landscaping at strategic points
 - e. Safe and shaded pedestrian path connections to shops
 - f. Multi-use congregation spaces
- c. Building Design
 1. Windows shall be recessed at least two inches from the building wall, or they shall project from the building wall, such as bay windows.
 2. Architectural features such as step backs and other single-story elements shall be required on the second story.
 3. Adjacent structures shall not be painted the same color.
 4. Entrances shall be framed and shall be at the same scale as single-family homes.

7. Signage

- a. Signs shall be of a scale, height, material and illumination which reflect the concepts being promoted for the Marana Main Street development.
- b. All sign locations and sign designs shall be subject to a Planned Sign Program. All signage shall be created to incorporate design elements and building materials that complement the architectural theme of Marana Main Street.
- c. The Planned Sign Program should include way-finding and directional signage as well as a marker or monument commemorating the cotton production and processing that occurred on this site.

8. Exterior Lighting

Street lighting shall conform to the Town of Marana Outdoor Lighting Code Requirements. Street and parking lot light fixtures shall complement the existing

type and pattern of street and pedestrian lighting that occur on Marana Main Street and Civic Center Drive at the Marana Municipal Complex. Use of other lighting elements may vary from one area to the next, but levels of illumination shall remain consistent in quality and clarity. The use of special lighting elements and accent lighting is encouraged subject to the regulations of the adopted Marana Lighting Code.

9. Commemorative Marker/Monument

To ensure that the historical heritage of the site is remembered, the developer will build and install to Town specifications a marker commemorating the cotton production and processing that occurred on this site.

IV. Implementation and Administration

A. *Purpose*

This section of the Specific Plan outlines the implementation of development on the project site. It identifies the responsible party to ensure the project is built in coordination with infrastructure improvements, providing a continuity of design. This section also provides guidance regarding general administration of and amendment procedures to the Specific Plan.

B. *Proposed Changes to Zoning Ordinance*

The Development Regulations section of the Specific Plan addresses only those areas that differ from the Town of Marana Land Development Code. If an issue, condition or situation arises that is not covered or provided for in this Specific Plan, those regulations of the Town of Marana Land Development Code that are in place at the time of development shall be used by the Planning Director as the guidelines to resolve the unclear issue, condition or situation.

C. *General Implementation Responsibilities*

The implementation of the Marana Main Street Specific Plan is the responsibility of the developer. The developer is the entity responsible for providing infrastructure needs including roads, sewer and water in a timely and efficient manner. At any time, the developer may relinquish its rights and assign any or all rights to one or more builders. Associated responsibilities of the developer would also be transferred to the builder at that time.

The Town of Marana Development Services Department will be responsible for ensuring all policies and standards laid out in the Specific Plan are adhered to during the review of all development in Marana Main Street Specific Plan.

D. *Development Review Procedures*

All proposed subdivision plats, improvement plans, development plans and building permits within the Marana Main Street Specific Plan shall be submitted to Town for approval and permitting. Plats, plans and permit applications shall be approved by the Town of Marana in accordance with Town of Marana procedures. Final decisions on grading, drainage, final road alignment, improvement plans, revegetation, and other matters will be made after the approval of the preliminary plat.

No structures, including signs, shall be erected, improved or altered, nor shall any grading, excavation, tree removal or any other work which in any way alters the exterior appearance of any structure or area of land, shall commence until the appropriate permit has been approved.

Approval of a subdivision plat, development plan or building permit is subject to the following requirements:

- Conformance with the Marana Main Street Specific Plan, as adopted;
- Dedication of appropriate rights-of-way and easements for roads (within 60 days of specific plan adoption), utilities and drainage areas by plat, or by separate instrument if the property is not to be subdivided;
- Preliminary plat, final plat and development plan submittals that follow Town of Marana procedures current at the time of application;
- Architectural elevation renderings submitted for review and approval by the Town of Marana prior to development plan approval.

E. *Phasing*

The timing of development for Marana Main Street will be dictated by the market and confirmation of users.

F. *Specific Plan Administration*

1. Enforcement

The Marana Main Street Specific Plan shall be administered and enforced by the Town of Marana in accordance with the provisions of the Specific Plan and the applicable provisions of the Town of Marana Land Development Code.

2. Administrative Change

Certain changes to the explicit provisions in the Specific Plan may be made administratively by the Town of Marana Planning Director, provided such changes are not in conflict with the overall intent as expressed in Marana Main Street Specific Plan. Any changes must conform to the goals and objectives of the Specific Plan.

The Planning Director's decision regarding administrative changes and determination of substantial change as outlined below shall be subject to appeal to the Town Council. Categories of administrative changes include, but are not limited to:

- The addition of new information to the Specific Plan maps or text that does not change the effect of any regulations or guidelines, as interpreted by the Planning Director;
- Changes to the community infrastructure planning and alignment such as roads, drainage, water, and sewer systems that do not increase the development capacity in the Specific Plan area;

- Changes to the development plan boundaries due to platting. Minor adjustments to development plan areas, drainage areas and other technical refinements to the Specific Plan due to adjustments in final road alignments will not require an amendment to the Specific Plan but will require staff approval; or
- Changes to development regulations that are in the interest of the community and do not affect health or safety issues.

3. Substantial Change

This Specific Plan may be substantially amended by the procedure outlined in the Town of Marana Land Development Code, Specific Plan Changes. The owner or agent of the property may submit to the Planning Director a written application to amend one or more of the Specific Plan regulations. The request shall include all sections or portions of the Marana Main Street Specific Plan that are affected by the change(s). The Planning Director shall refer the request with his recommendations to the Planning Commission for public hearing. The Planning Commission shall make its recommendation to the Town Council, which, after public hearing, shall approve, reject or modify the proposed amendment.

4. Interpretation

The Planning Director shall be responsible for interpreting the provisions of this Specific Plan. Appeals to the Planning Director's interpretation may be made to the Board of Adjustment within 15 days from the date of the interpretation.

If an issue, condition or situation arises that is not sufficiently covered in the Specific Plan, the Planning Director may use the applicable regulations within the Town of Marana Land Development Code as a guideline for resolution. This provision shall not be used to permit uses or procedures not specifically authorized by this Specific Plan or the Town of Marana Land Development Code.

G. Fees

Fees will be assessed as indicated by the Town of Marana adopted fee schedule current to the time of application.

Appendice

Definitions

- Boutique hotel – A unique hotel typically offering personalized accommodation and services / facilities. Typically boutique hotels are furnished in a themed, stylish and/or inspirational manner.
- Central Business District – The largest, most intensively developed, mixed-use area within a city, usually containing, in addition to major retail uses, governmental offices; service uses; professional, cultural, recreation, and entertainment establishments and uses; residential, hotels, and motels; appropriate industrial services; and transportation facilities.
- (Marana Single Central Business District) – An approximately five square mile area of land located in the heart of northern Marana that is planned to be Marana's commerce district. Town Council approved and authorized the designation of the Single Central Business District by Resolution 2008.60 in May 2008.
- Financial services – Banks, credit unions, investment services, financial planning and similar financial institutions (including drive-through facilities).
- Food and beverage services – Restaurants, bars, cafes, bakeries, coffee shops, butchers, delicatessens, candy stores, food preparation centers, catering services, and similar uses, not including drive-through facilities.
- Marana Main Street (MMS) – A land use designation with the Marana Main Street Specific Plan that allows a mix of uses.
- Mixed-use building – A building with a combination of residential and non-residential uses; retail on the first floor with office or residential on subsequent floors.
- Mixed-use Development – Mixed-use developments create vibrant urban environments that bring compatible land uses, public amenities, and utilities together at various scales. These developments work to create pedestrian-friendly environments, higher-density development, and a variety of uses that enable people to live, work, play and shop in one place, which can become a destination.
- Offices – Professional, semi-professional, medical, dental, business, sales, counseling, consulting, and similar uses requiring an indoor office.
- Open Spaces – A public or private congregation space such as plazas, courtyards, pavements, walkways, dining areas, and similar pedestrian areas that are designed exclusively for pedestrian activity.
- Pedestrian friendly – Description of an environment that is pleasant and inviting for people on foot; specifically, offering sensory appeal, safety, street amenities such as plantings and furniture, good lighting, easy visual and physical access to buildings, and diverse activities.

- Personal services – Barber shops, beauty salons, health clubs, copying services, clothes cleaning, tailoring, laundromats, picture framing, private postal services, shoe repair, video rentals, watch repair, small domestic machine repair, bicycle repair, and similar indoor services.
- Retail – Apparel, appliances, bicycles, pharmacies, gift shops, variety stores, food and dry goods markets, antique dealers, hardware, stationery, office equipment, florists, jewelry, newsstands, bookstores, art galleries, furniture, packaged liquor, pet shops, office supplies, sporting goods, and similar sundry items.
- Recycled-content products – Products made from materials that would otherwise have been discarded. Items in this category are made totally or partially from material destined for disposal or recovered from industrial activities—like aluminum soda cans or newspaper. Recycled-content products also can be items that are rebuilt or remanufactured from used products such as toner cartridges or computers.
- Self Storage, Indoor – A use engaged in the storage of goods and/or materials characterized by infrequent pick-up and delivery, and located within a building. The definition excludes hazardous material storage, warehousing, distribution, and vehicle storage.
- Smart Growth – Development that serves the economy, the community, and the environment. Smart Growth is development that simultaneously achieves economic development and jobs, strong neighborhoods and healthy communities. Compact, transit accessible, pedestrian-oriented, mixed-use development patterns and land uses.
- Vertical mixed-use buildings – Vertical mixed-use development combines different uses in the same building. The lower floors generally have more public uses, with private uses on the upper levels. Examples include residential space over commercial establishments, street-level retail with offices above, residential and hotel uses in the same building, retail within a parking structure with multiple uses above. Vertical mixed-use development can have any number of revenue-producing and mutually supporting uses in the same building.

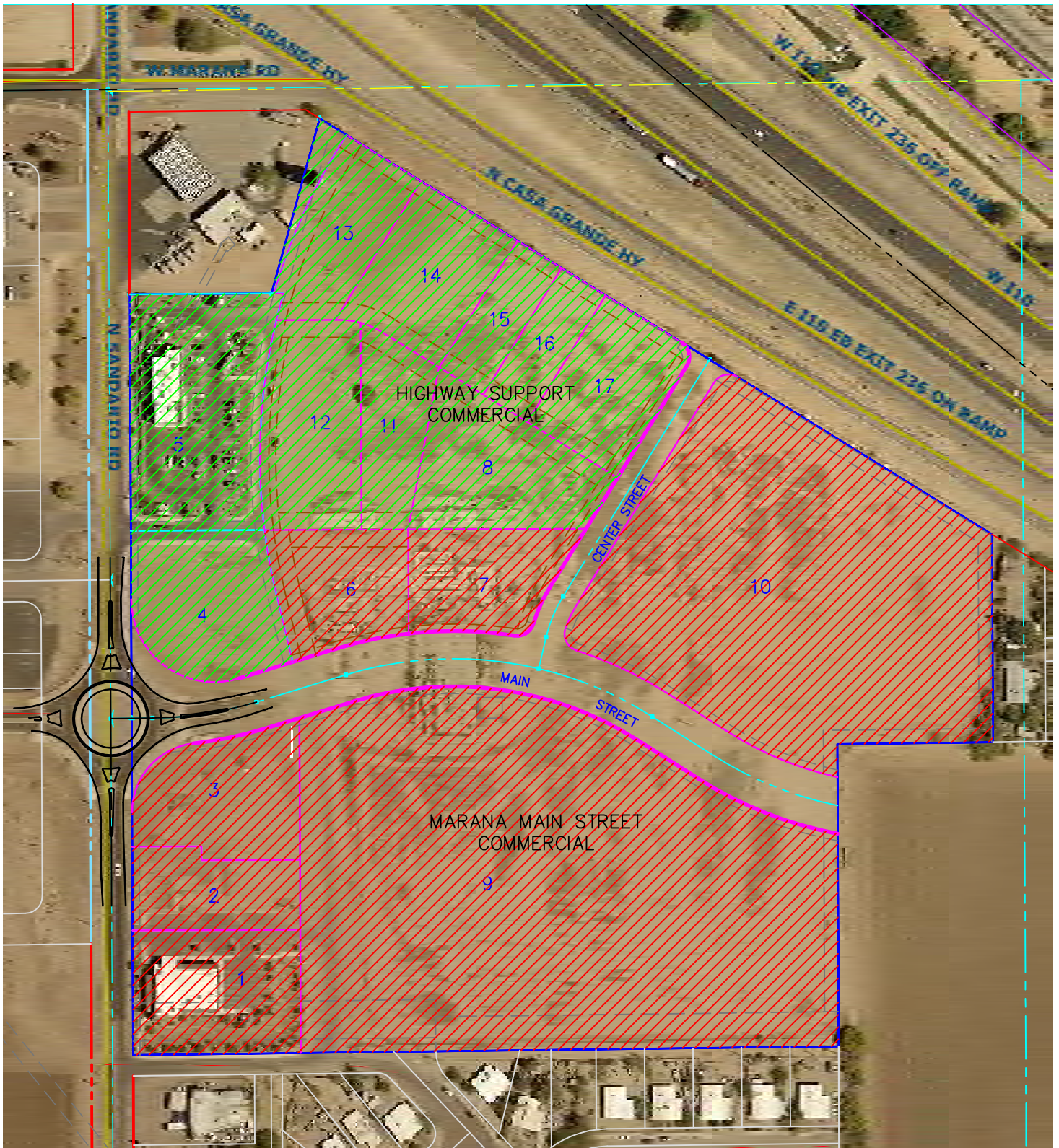
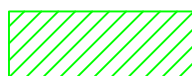


EXHIBIT II.E1: LAND USE DESIGNATIONS



HIGHWAY SUPPORT COMMERCIAL



MARANA MAIN STREET COMMERCIAL

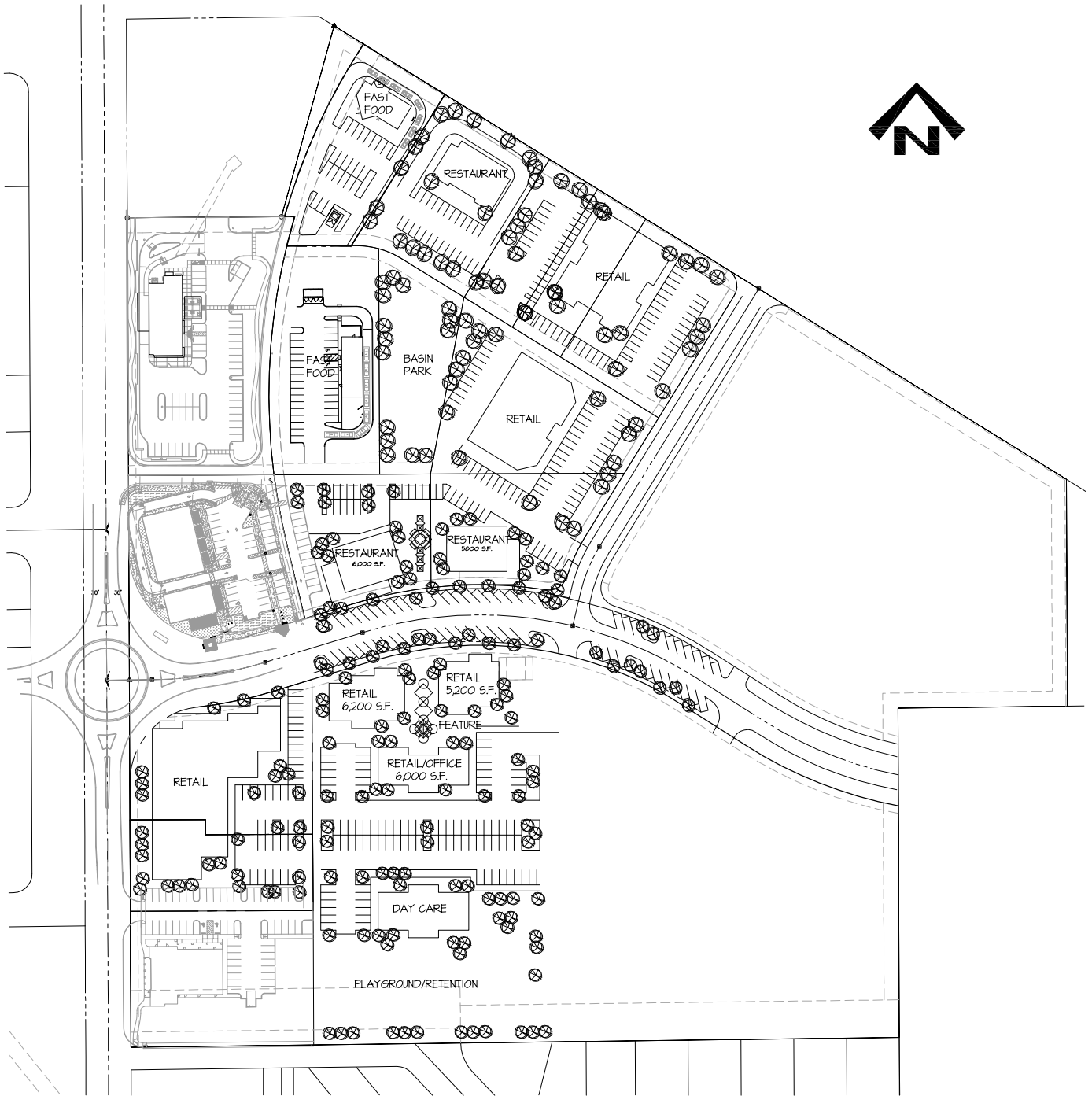


EXHIBIT II.E.2 MARANA MAIN STREET
CONCEPTUAL SITE PLAN



Public Hearing – Specific Plan Amendment
PCZ1907-001 Marana Main Street Specific Plan

September 17, 2019



Project Information & Request

Applicant:

Bruce Call, AECM, PLLC

Lot size:

Approximately 28 acres

Location:

South of Marana Road and east of Sandario Road

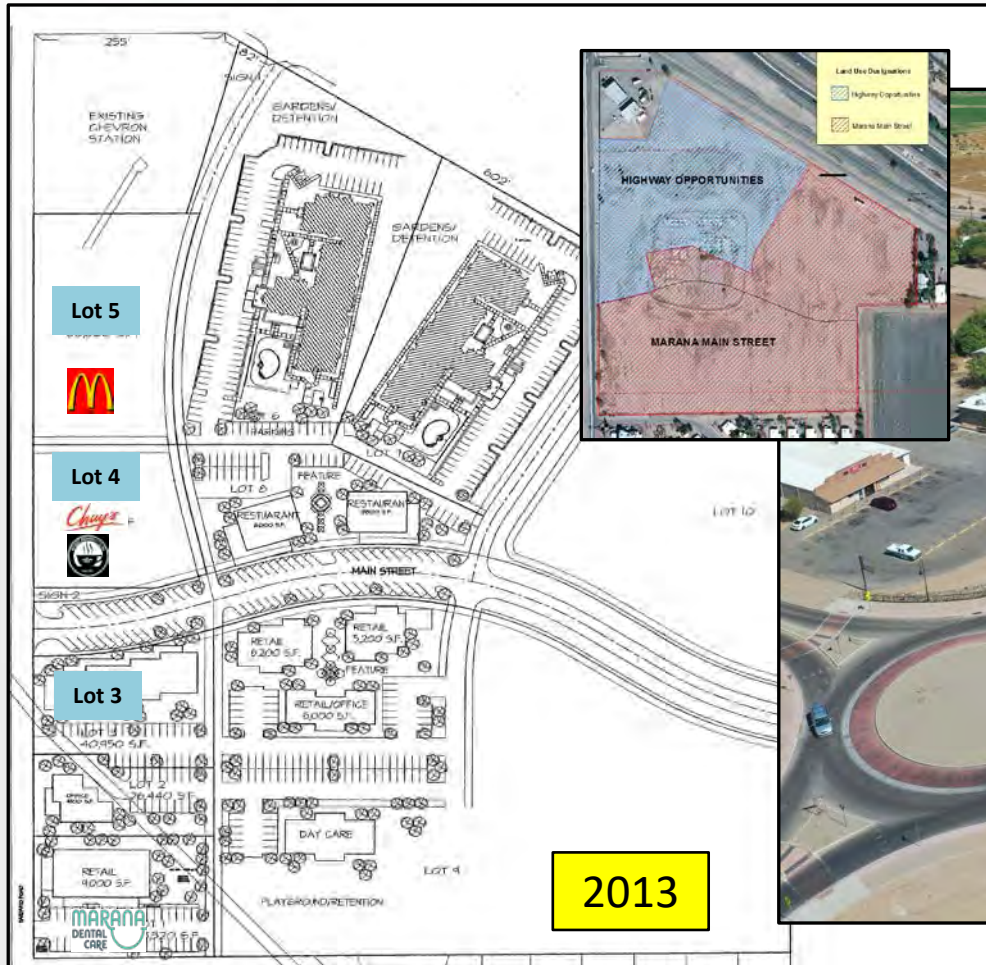
Amendment Request:

- Allow for the development of additional businesses with drive-through facilities.
- Updated map exhibits to reflect current conditions.
- A revised conceptual plan of lots in the Highway Support Commercial land use area.





Existing Drive-Through Locations

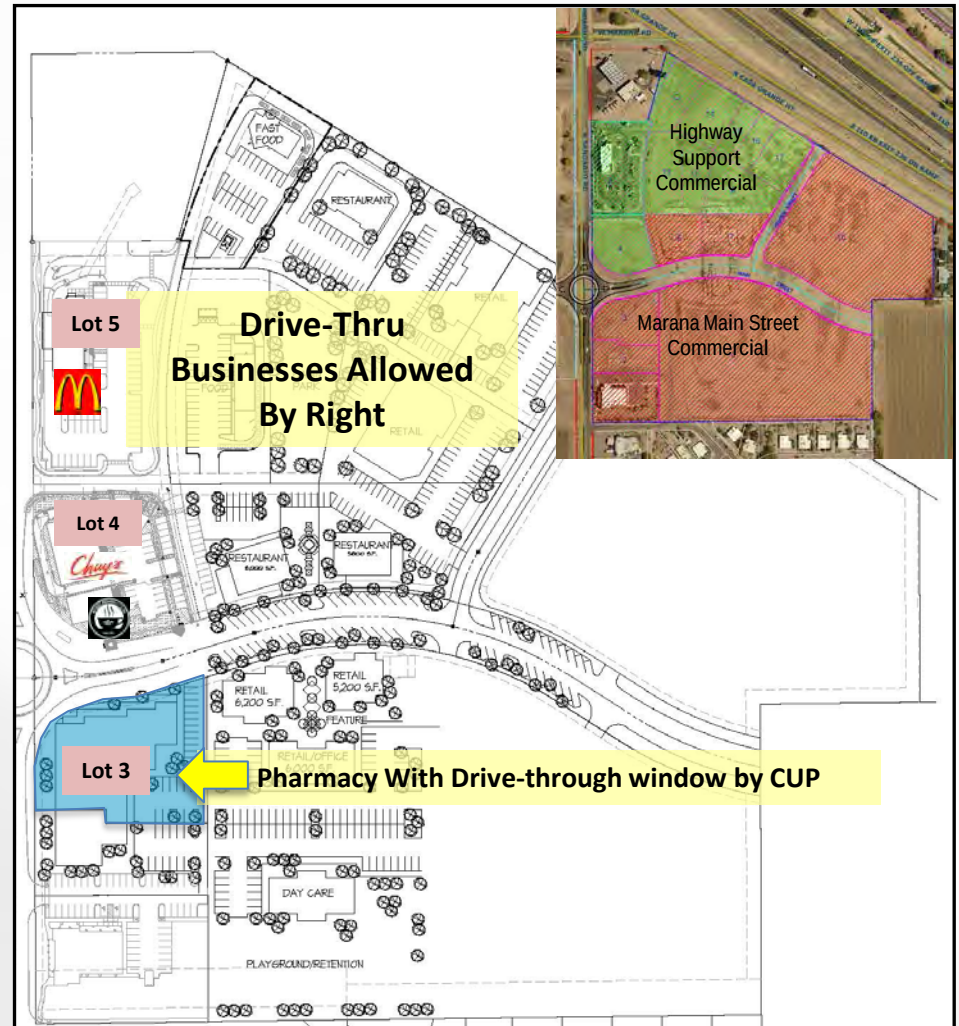




Proposed Drive-Through Locations

Specific Plan Proposed Amendments:

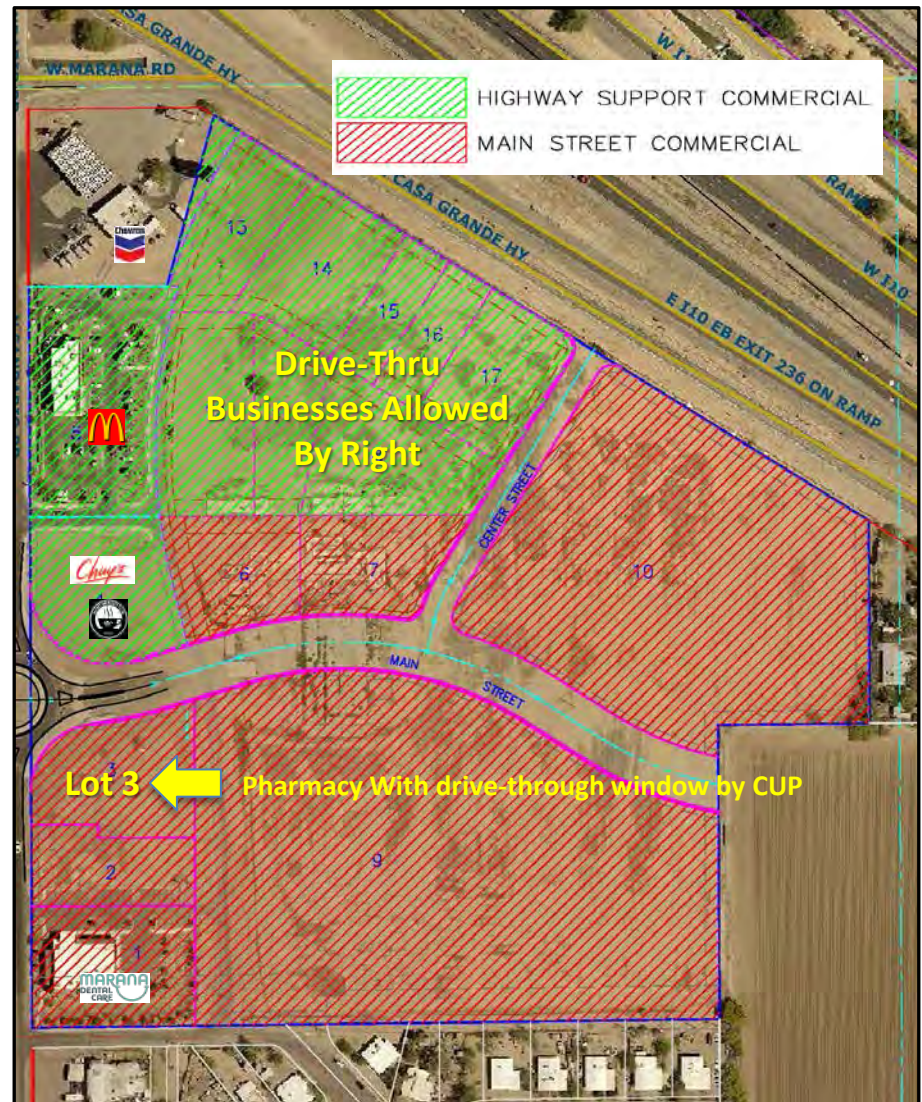
1. Businesses with associated drive-through permitted on all lots in the Highway Support Commercial land use designation *without* the requirement of a conditional use permit.
2. Pharmacy business with associated drive-through window on Lot 3 *with* approval of a Conditional Use Permit.



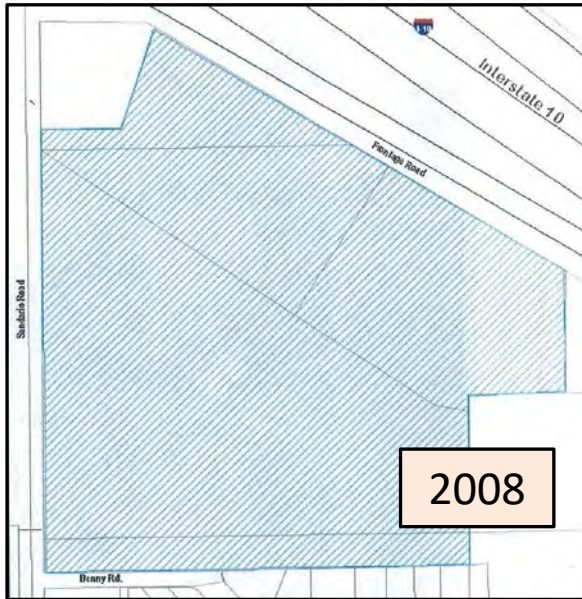
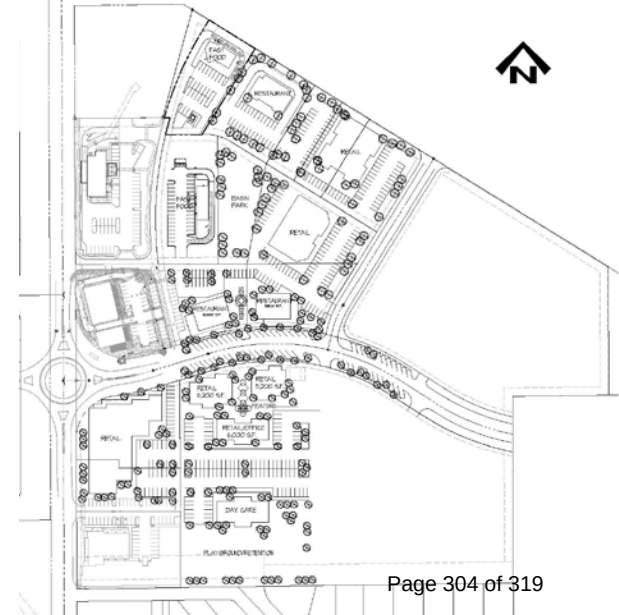
Lot 3 Drive-through Conditions of Approval

Main Street Commercial Lot 3 pharmacy business drive-through criteria:

1. The siting of the drive-through window must be located behind and screened by the principal building.
2. Stacking of cars shall not be permitted in an access driveway, and instead, the parking lot must be used for stacking.
3. Location and design of the access driveway shall minimize impacts on pedestrian activity.
4. The design precludes vehicular access conflicting with an existing or planned adjacent use.
5. The facility is located to minimize noise and odors.



Evolution of Marana Main Street





Questions?



Council-Regular Meeting

DI

Meeting Date: 09/17/2019

To: Mayor and Council

Submitted For: Keith Brann, Town Engineer

From: Suzanne Sutherland, Executive Assistant to the Town Clerk

Date: September 17, 2019

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Floodplain Management; a presentation and possible direction regarding the findings from the second phase of the Town of Marana's northwest drainage study (Keith Brann)

Discussion:

The second phase of the Town's drainage study for Northwest Marana has been completed. The study area is divided into two regions. The first region is west of the Santa Cruz River and includes the Town limits from the river southwest to Twin Peaks Road. The second region is east of the Santa Cruz River and includes the Town limits from the river northeast to the Central Arizona Project Canal/I-10.

The first phase of the study dealt primarily with existing conditions was presented to council March 12, 2019. This second phase of the study involves the following tasks:

1. computer modeling of proposed infrastructure to determine effectiveness
2. program level cost estimating of proposed infrastructure
3. determination of areas of benefit from proposed infrastructure and magnitude of proportionate share cost

Staff will present these findings and discuss actions moving forward.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

Council's pleasure.

Attachments

Marana NW Drainage Study



Northwest Marana Drainage Study

Keith Brann, Town Engineer

September 17, 2019

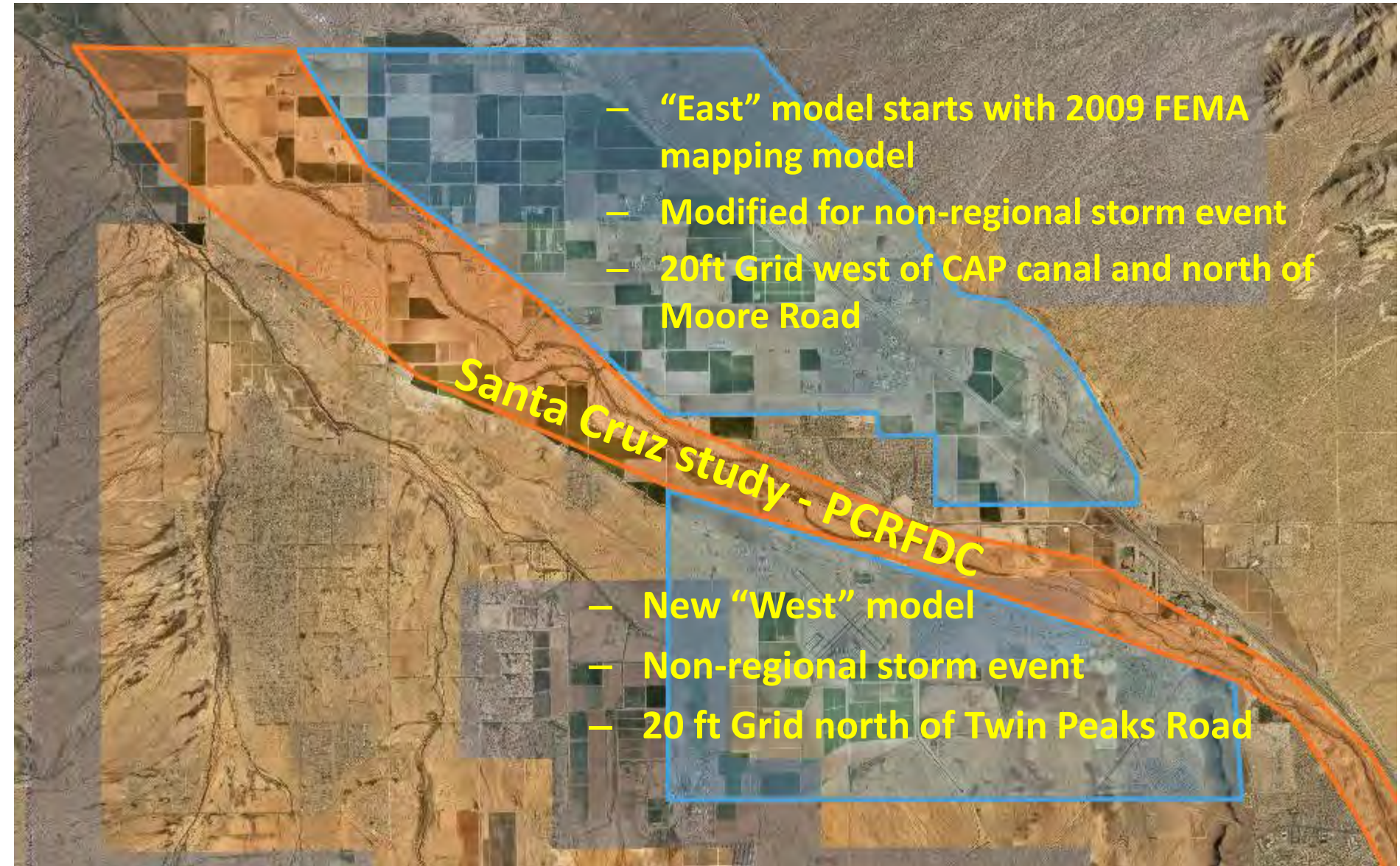


Phase 1 Recap

- **FY19 CIP project**
- **Detailed hydraulic study of NW Marana Existing conditions**
 - Stakeholder discussion of results February 2019
 - Council Presentation March 2019
- **Hydraulic model to be used to model proposed projects**

Phase 1 Recap

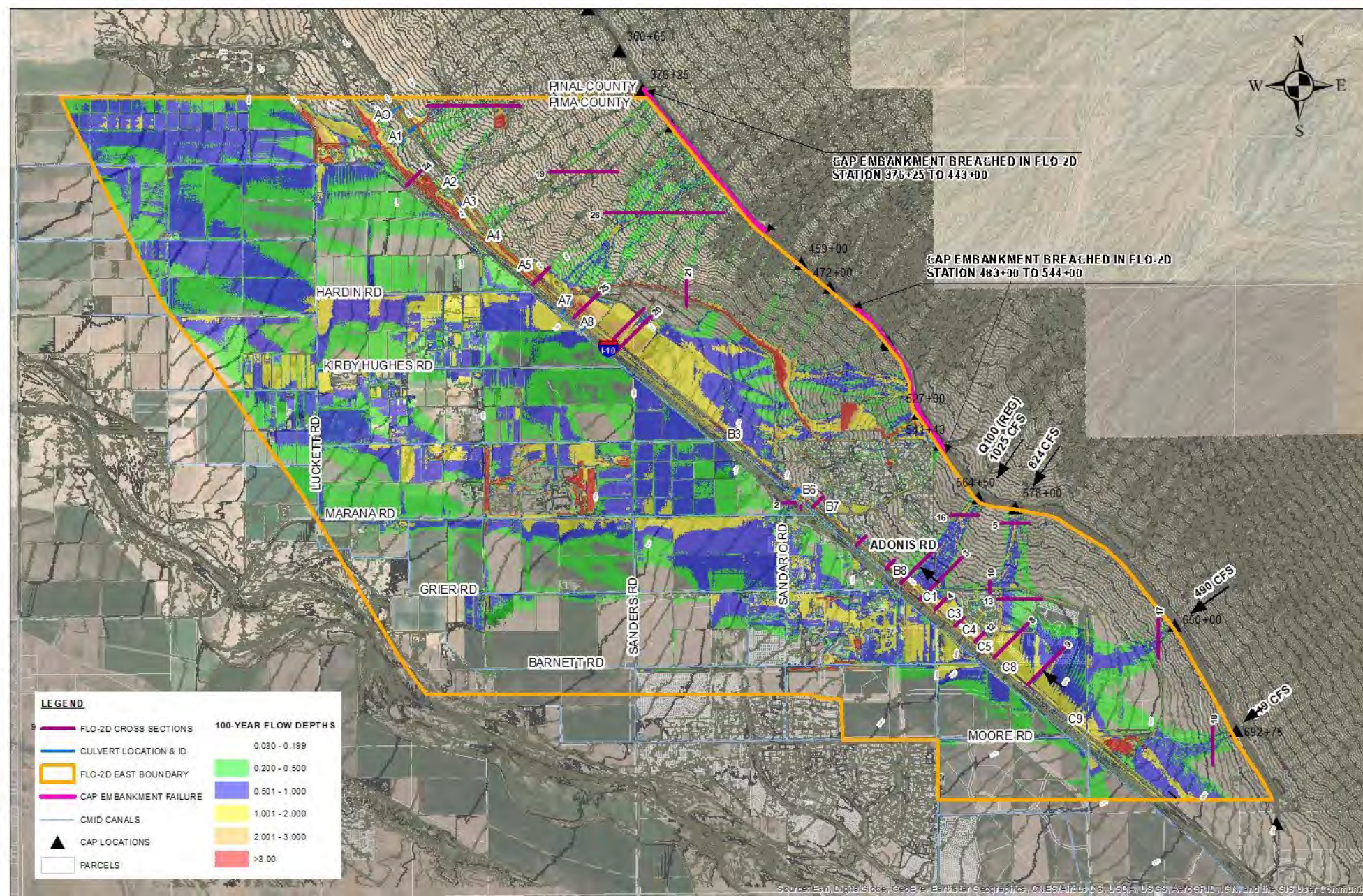
- FY19 CIP project
- Detailed hydraulic study of NW Marana Existing conditions
 - Stakeholder discussion of results February 2019
 - Council Presentation March 2019
- Hydraulic model to be used to model proposed projects



Study Area

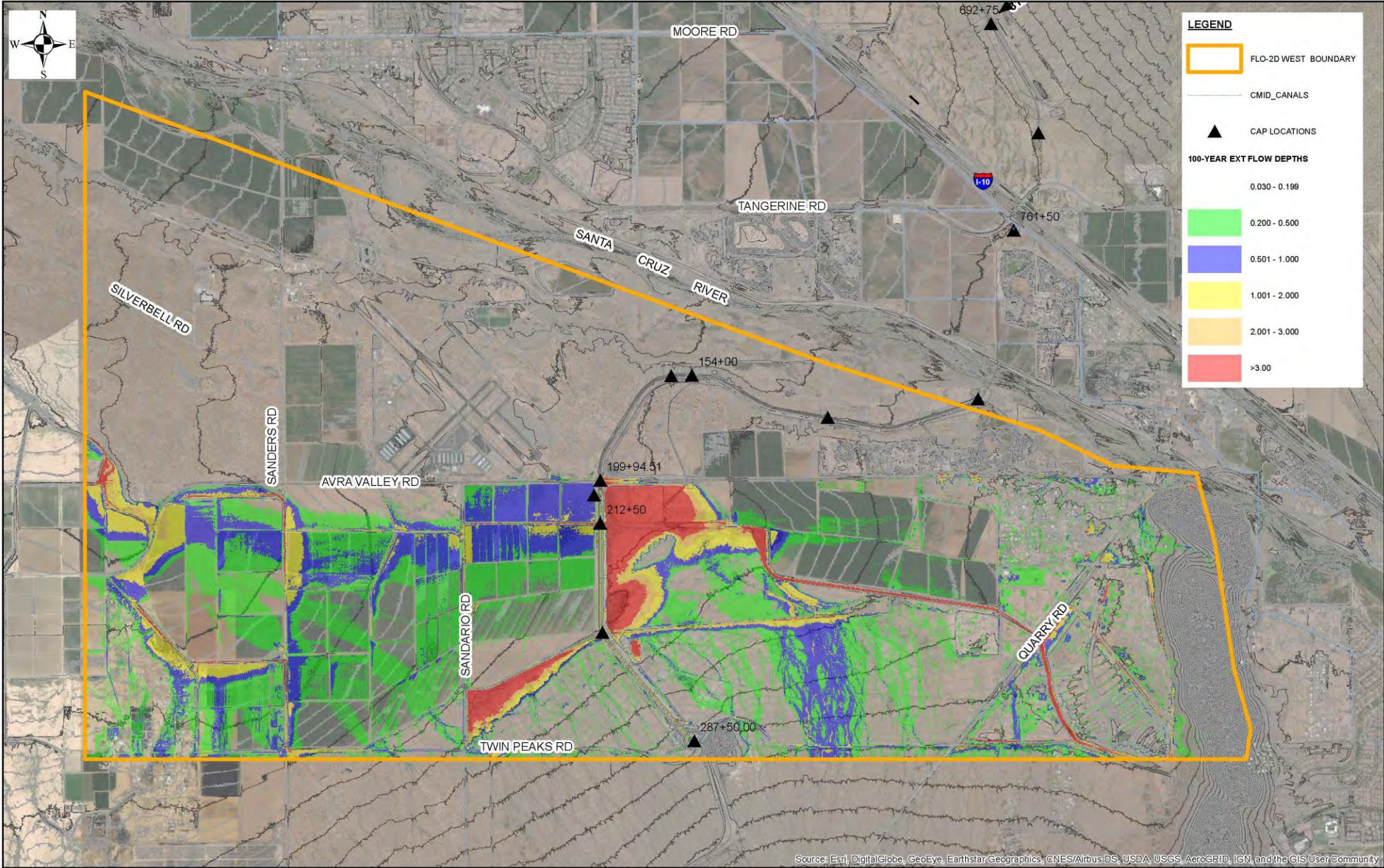


Northwest Marana Drainage - East side





Northwest Marana Drainage - West side





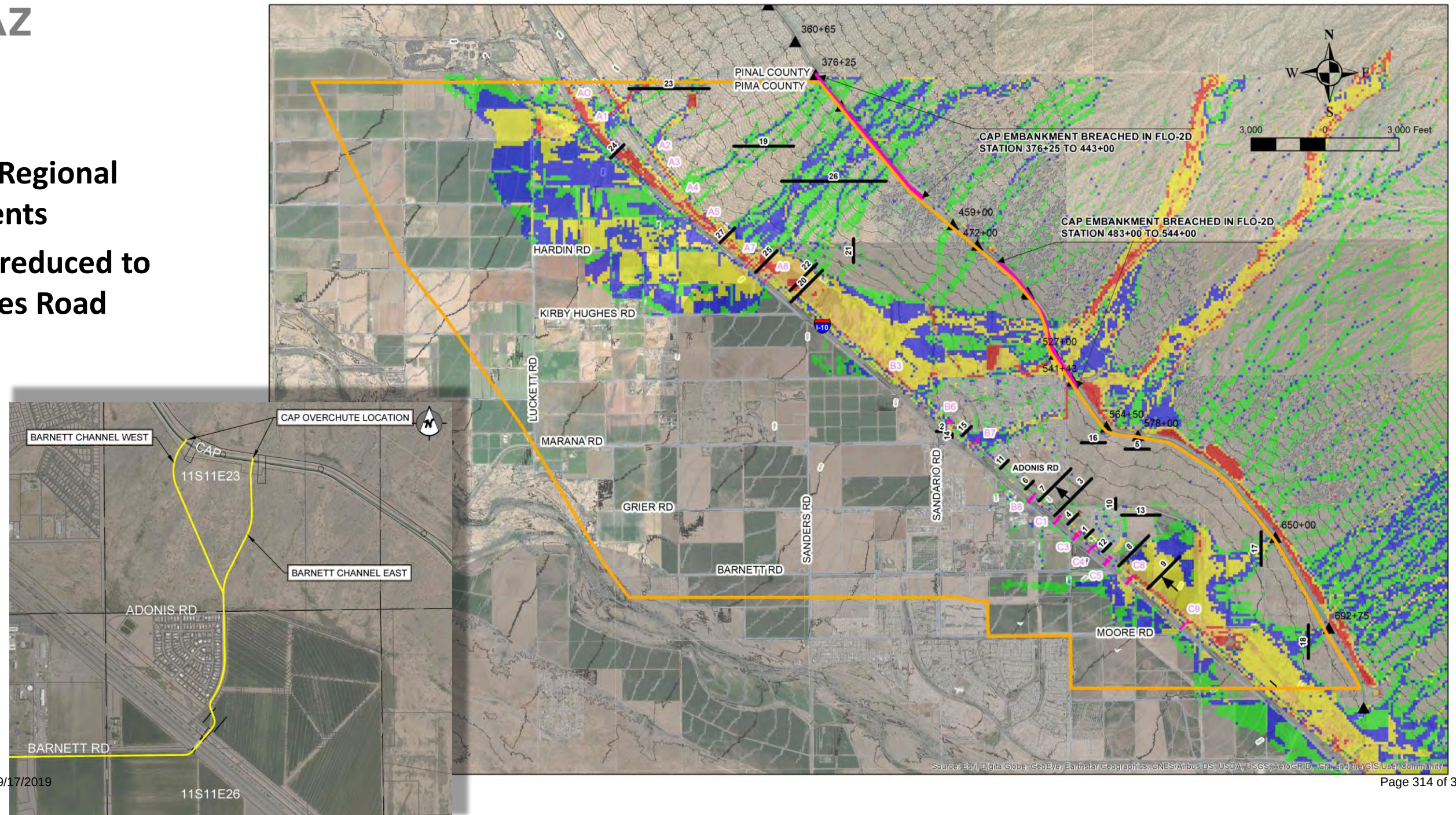
Phase 2 – Alternatives analysis

- **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 – With CAP interception

Significant Regional
Improvements
Floodplain reduced to
Kirby Hughes Road

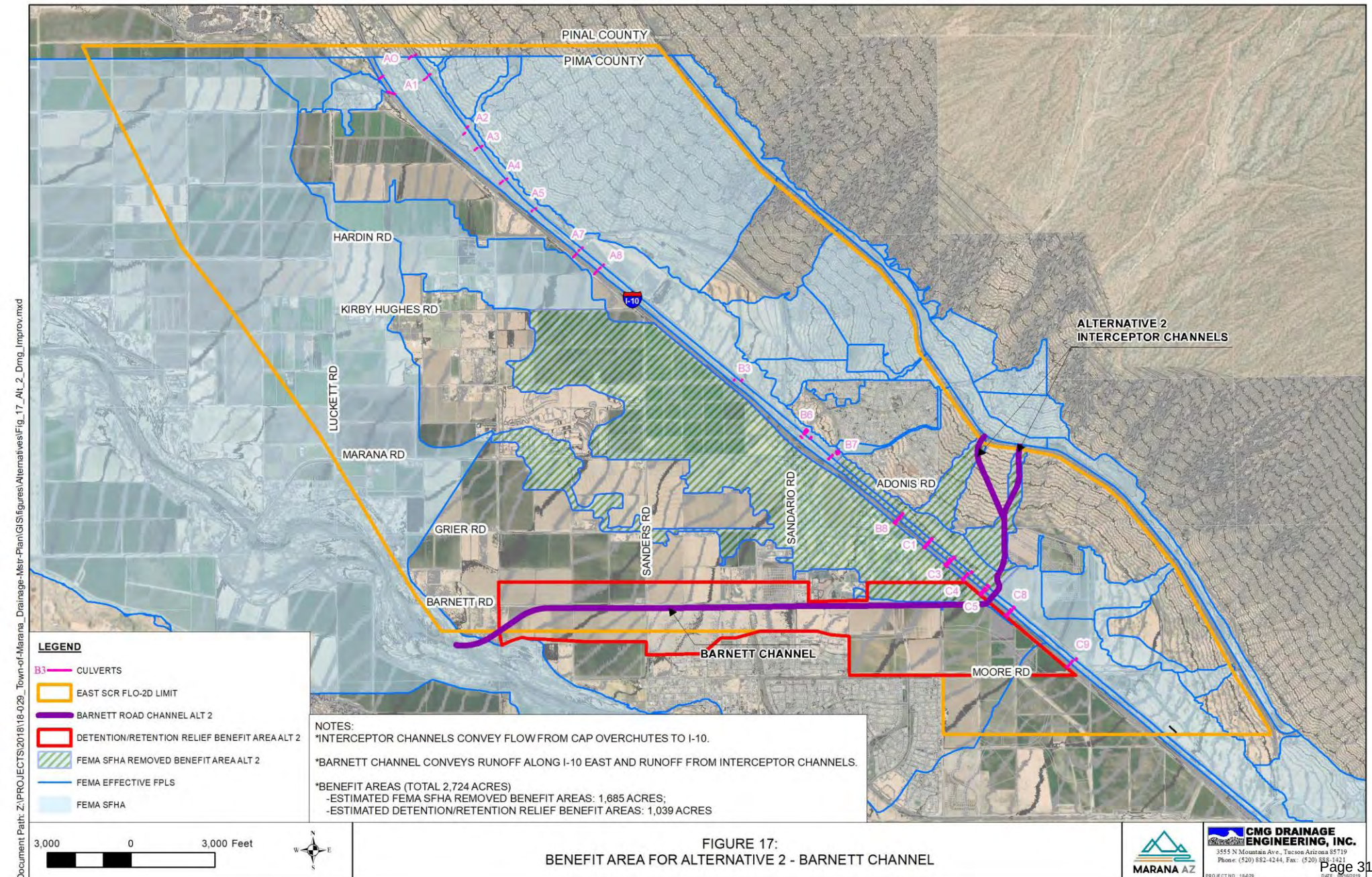


Barnett Channel – Cost and Benefit Area

Right of way acquisition
Excavation
Road crossings
I-10 improvements
UPRR bridges
Major utilities
Selected armoring

Programming Cost
estimate \$30M

Benefitting area
2,700 acres



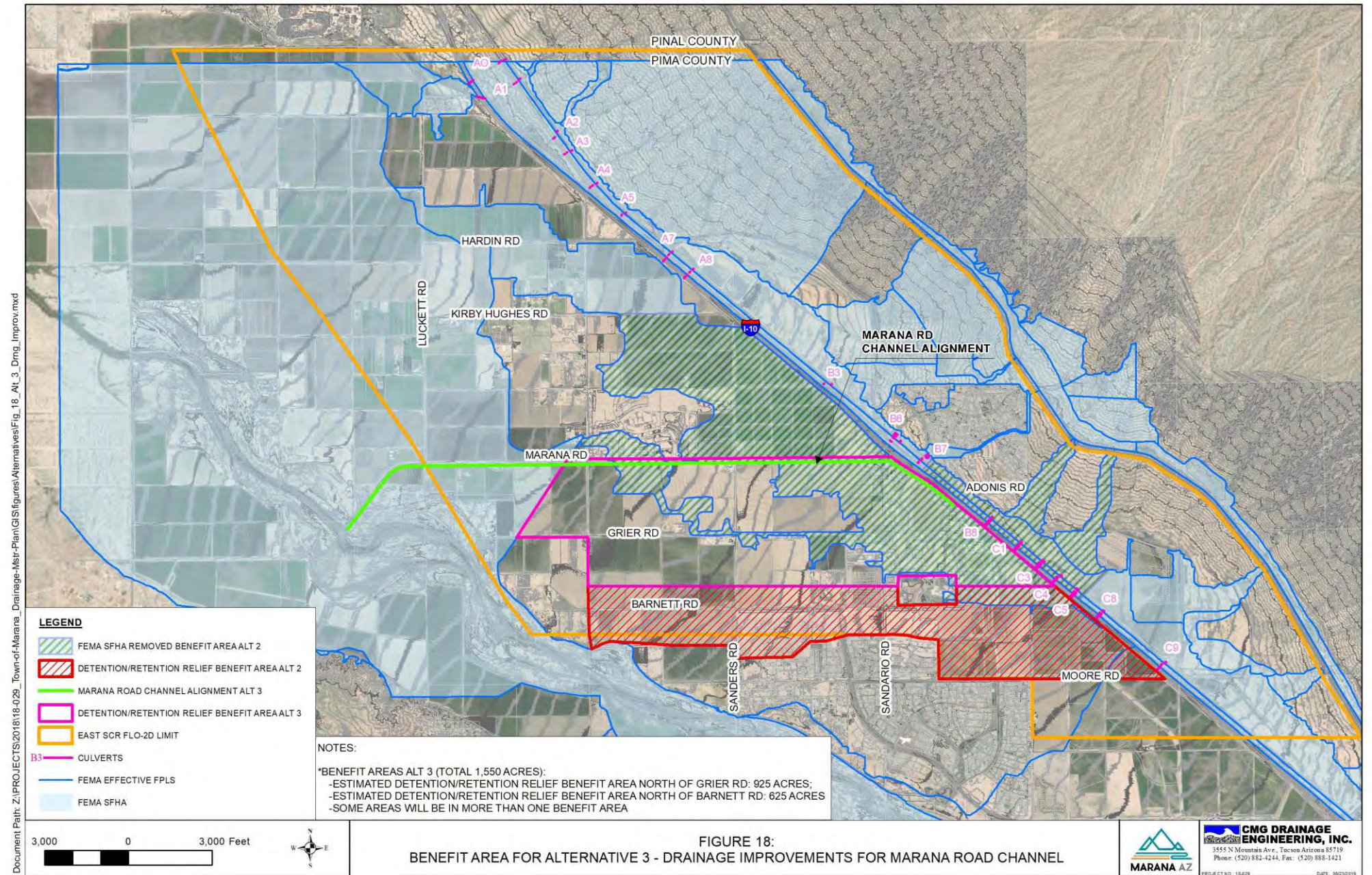


Marana Channel – Cost and Benefit Area

Right of way Acquisition
Excavation
Road Crossings
Sewer trunkline
Selected armoring

Programming Cost
estimate \$12M

Benefitting area
1,500 acres



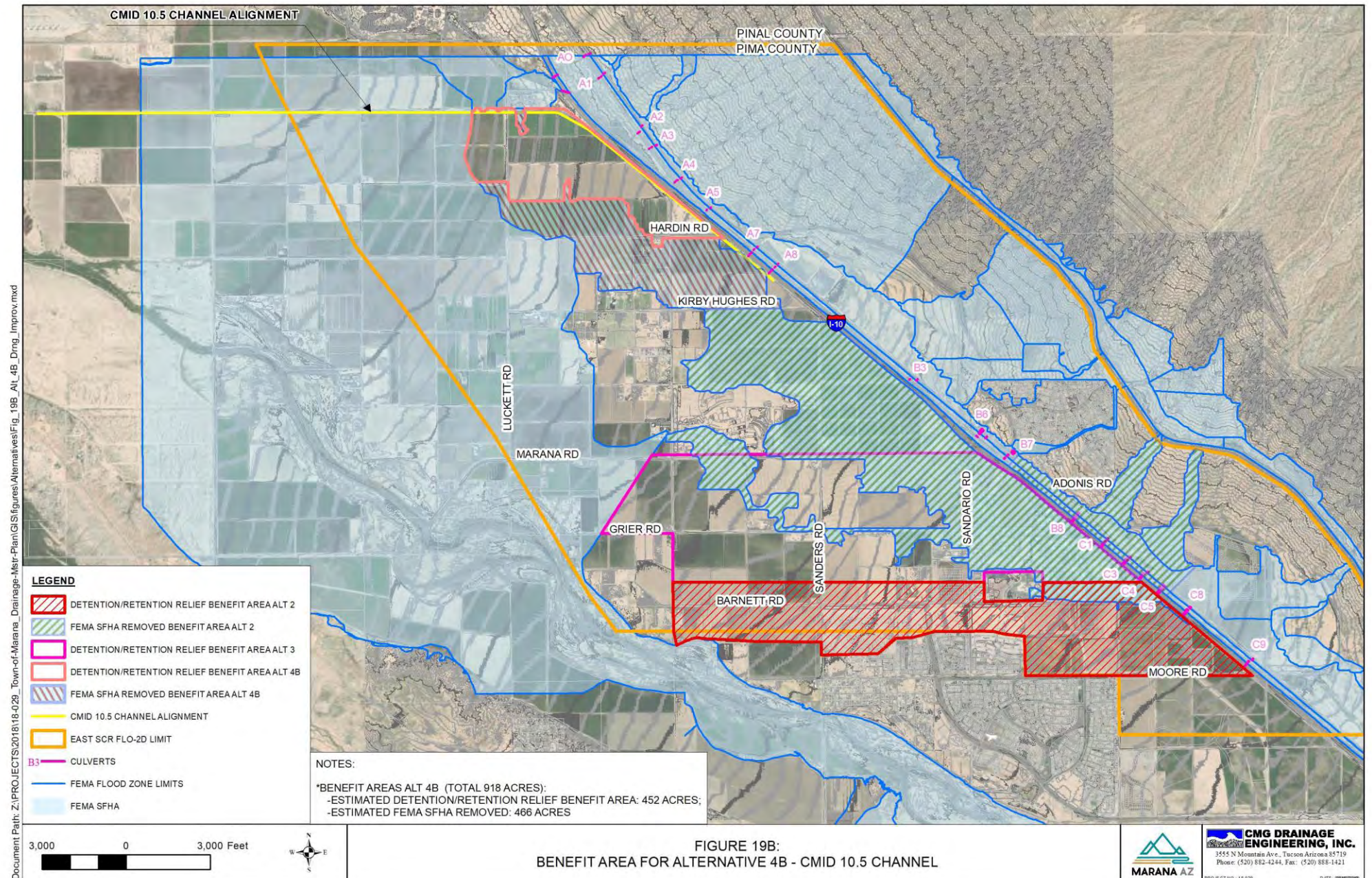


Hardin vs CMID 10.5 Channel – Cost and Benefit Area

Right of way acquisition
Excavation
Road crossings
Selected armoring

Programming Cost
estimate \$10M

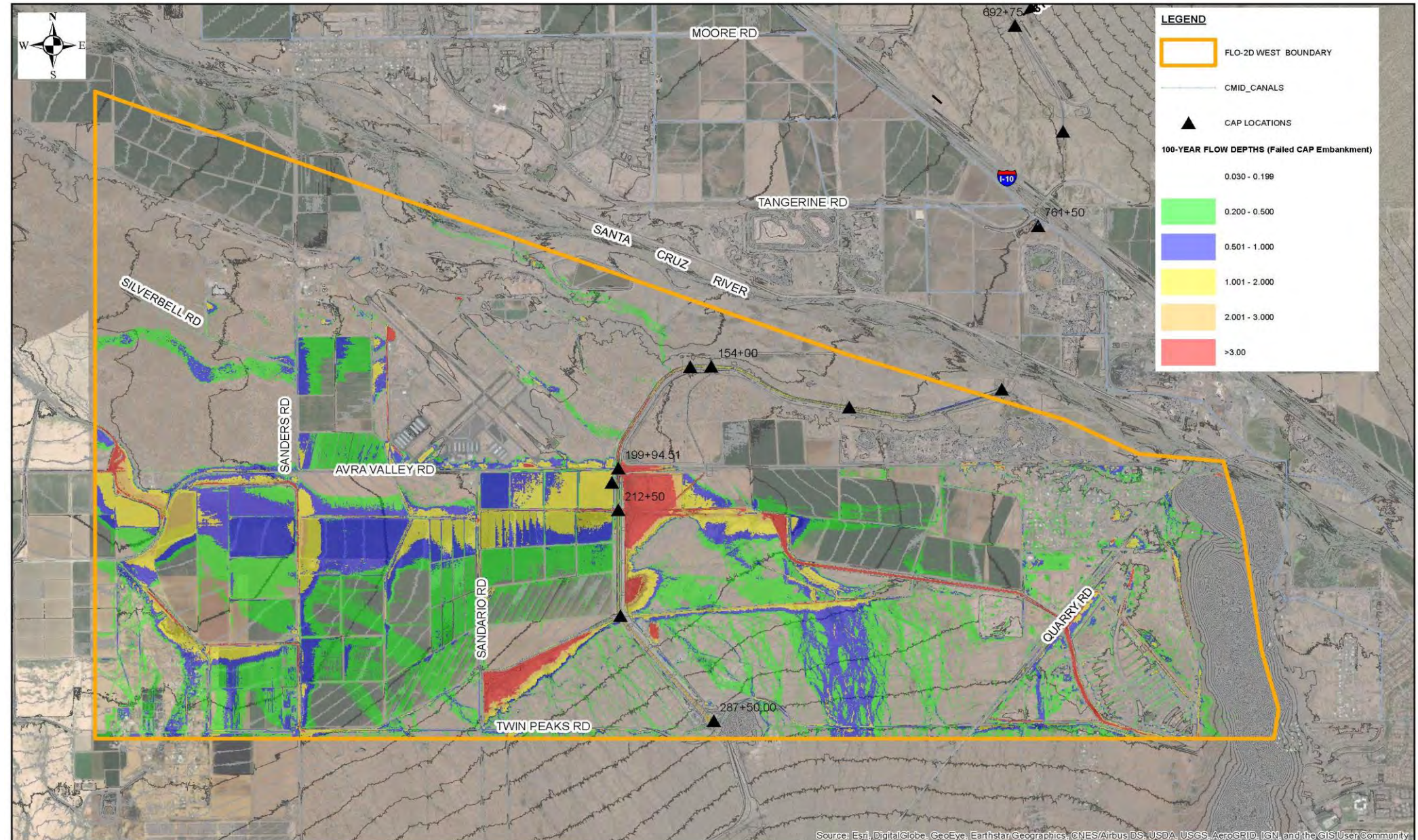
Benefitting area
900 acres



Marana Airport – Floodplain Remapping

FEMA required modeling

1. With both embankments
2. Without both embankments
3. With only one embankment failed





Next Steps

- Review results with stakeholders
- Finalize master study reports
- Explore funding alternatives
- Supplemental Services to be considered
 - Letter of Map Revision for Marana airport