



MARANA TOWN COUNCIL  
REGULAR COUNCIL MEETING  
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653  
Conference Center Second Floor, January 21, 2020, at or after 7:00 PM

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

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Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Marana Town Council and to the general public that the Town Council will hold a meeting open to the public on January 21, 2020, at or after 7:00 PM located in the Conference Center on the Second Floor 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 inside the Conference Center located on the Second Floor or online at [www.maranaaz.gov](http://www.maranaaz.gov) under Agendas and Minutes. For questions about the Council meetings, special services or procedures, please contact the Town Clerk, at (520) 382-1999, Monday through Friday from 8:00 AM to 5:00 PM.

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

## **REGULAR COUNCIL MEETING**

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

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

### **APPROVAL OF AGENDA**

### **CALL TO THE PUBLIC**

At this time any member of the public is allowed to address the Town Council on any issue within the jurisdiction of the Town Council, except for items scheduled for a Public Hearing at this meeting. The speaker may have up to three minutes to speak. Any persons wishing to address the Council must complete a speaker card located inside the Conference Center on the Second Floor 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. 2020-001: Relating to Police Department; approving and authorizing the Chief of Police and the Town Manager to execute DUI Abatement Grant Program Agreement number DUIAC-E-130 between the State of Arizona by and through the Oversight Council on Driving or Operating Under the Influence Abatement and the Town of Marana for grant funding for DUI Warrant Detail (Kristin Taft)
- C2 Resolution No. 2020-002: Relating to the Marana Regional Airport; approving and authorizing the Town Manager to execute three Airport Development Reimbursable Grant Agreements between the State of Arizona by and through the Department of Transportation (ADOT) and the Town of Marana for the purpose of aiding in financing projects entitled "Runway MIRL/HIRL Install" (Grant No. E0S2O01D), "Study to Analyze Mitigation Options for Insufficient RWY 30 Safety Area" (Grant No. E0S2P01P), and "Electrical Vault" (Grant No. E0S2Q01C) (Kristin Taft)
- C3 Resolution No. 2020-005: Relating to Development; approving a Final Plat for Cortaro Ranch Phase II Lots 4 through 6 located north of Cortaro Farms Road and west of Cerius Stravenue (Brian D. Varney)
- C4 Approval of the December 17, 2019 Regular Council Meeting Summary Minutes and the December 10, 2019 Special 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 an application for Acquisition of Control of a series #012 Restaurant liquor license submitted by Kevin Arnold Kramber on behalf of Bisbee Breakfast Club, located at 4131 W. Ina Road, Tucson, Arizona 85741 (Cherry L. Lawson)

## **BOARDS, COMMISSIONS AND COMMITTEES**

### **COUNCIL ACTION**

- A1 PUBLIC HEARING: Ordinance No. 2020.001: Relating to Development; amending the Uptown at Marana Specific Plan for approximately 205 acres of land located north of Marana Road and east of Sanders Road; revising the conceptual land use plan, the land use allocation, and the associated development standards; and establishing an effective date (Brian D. Varney)

Resolution No. 2020-003: Relating to Development; declaring as a public record filed with the Town Clerk the amended Uptown at Marana Specific Plan adopted by Ordinance No. 2020.001 (Brian D. Varney)

- A2 Ordinance No. 2020.002: Relating to Finance; amending the Town of Marana comprehensive fee schedule to modify certain non-rate water and water reclamation service fees, to add a fee for annual backflow tester, and to eliminate unused fees; and designating an effective date (Scott Schladweiler)

- A3 Ordinance No. 2020.004: Relating to Elections; adopting revisions to Marana Town Code Title 2 (Mayor and Council); revising section 2-2-1 (Primary election; date; declaration of elected candidate) to amend the primary election date for Town elections to conform to state law; revising section 2-2-7 (Initiative and referendum) to clarify the procedure for calculating the required number of signatures for an initiative petition; and designating an effective date (David L. Udall)

- A4 Resolution No. 2020-004: Relating to Real Estate; vacating and authorizing the Town Engineer to sign a quit claim deed for "Rillito Cutoff" on the property owned by Bethanie Lee located immediately north of Sonoran Vista subdivision and west of the Town's El Río Preserve (Frank Cassidy)

### **ITEMS FOR DISCUSSION / POSSIBLE ACTION**

- D1 Relating to Budget; discussion, direction and possible action regarding development of the fiscal year 2020/2021 budget, including proposed budget initiatives and expenditures (Jamsheed Mehta)

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

## **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)(4) for discussion and consultation with the Town's attorneys in order to consider the Town's position and instruct its attorneys regarding the Town's position regarding the collection of unpaid Town of Marana water resource impact fees adopted by Marana Ordinance No. 2014.013 and amended by Marana Ordinance 2017.029.
- E3 Executive session pursuant to A.R.S. §38-431.03(A)(7) to consider its position and instruct the Town's representatives regarding negotiations for the possible sale or lease of Town-owned real property.

## **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:** 01/21/2020

**To:** Mayor and Council

**From:** Kristin Taft, Grants Manager

**Date:** January 21, 2020

**Strategic Plan Focus Area:**  
Community

### **Strategic Plan Focus Area Additional Info:**

Community: create a safe community where all people are motivated to be involved and feel connected and valued.

**Subject:** Resolution No. 2020-001: Relating to Police Department; approving and authorizing the Chief of Police and the Town Manager to execute DUI Abatement Grant Program Agreement number DUIAC-E-130 between the State of Arizona by and through the Oversight Council on Driving or Operating Under the Influence Abatement and the Town of Marana for grant funding for DUI Warrant Detail (Kristin Taft)

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### **Discussion:**

The Town of Marana Police Department has been awarded a grant from the Oversight Council on Driving or Operating Under the Influence Abatement, also referred to as DUI Abatement Council for the State of Arizona. The grant will fund \$45,000 in overtime for officers to support personnel services (overtime) and employee-related expenses (fringe benefits) for those officers participating in DUI Warrant Sweep activities.

This funding will facilitate specially trained officers in locating and arresting impaired driving offenders who have failed to appear in court, or have failed to pay court mandated fines. This increased high profile activity serves as a deterrent and the increased formal enforcement action and case follow up reduces the number of impaired drivers on Arizona roadways. The Marana Police Department is confident that by adding the element of high visibility DUI warrant sweeps, it can reduce the number of impaired driver incidents, and reduce the number of collisions, deaths, injuries, and property damage caused by impaired drivers.

### **Financial Impact:**

Fiscal Year: 2020  
Budgeted Y/N: Y  
Amount: \$45,000

All of the officers' overtime will be fully reimbursed by this grant. The grant does not have a match component.

**Staff Recommendation:**

Staff recommends approval of the grant agreement.

**Suggested Motion:**

I move to adopt Resolution No. 2020-001, approving and authorizing the Chief of Police and the Town Manager to execute DUI Abatement Grant Program Agreement number DUIAC-E-130 between the State of Arizona by and through the Oversight Council on Driving or Operating Under the Influence Abatement and the Town of Marana for grant funding for DUI Warrant Detail.

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**Attachments**

Resolution No. 2020-001  
Grant Agreement  
Up-Front Funding

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## **MARANA RESOLUTION NO. 2020-001**

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RELATING TO POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE CHIEF OF POLICE AND THE TOWN MANAGER TO EXECUTE DUI ABATEMENT GRANT PROGRAM GRANT AGREEMENT NUMBER DUIAC-E-130 BETWEEN THE STATE OF ARIZONA BY AND THROUGH THE OVERSIGHT COUNCIL ON DRIVING OR OPERATING UNDER THE INFLUENCE ABATEMENT AND THE TOWN OF MARANA FOR GRANT FUNDING FOR DUI WARRANT DETAIL

WHEREAS the Town of Marana recognizes its duty to protect its citizens concerning matters involving driving under the influence; and

WHEREAS the State of Arizona by and through the Oversight Council on Driving or Operating Under the Influence Abatement (DUIAC) has awarded grant funding to the Town under the DUI Abatement Grant Program for overtime and employee-related expenses (fringe benefits) for those officers participating in high-profile DUI warrant sweeps; and

WHEREAS the Town Council finds that it is in the best interests of the community to enter into a grant agreement with the State by and through DUIAC to be eligible to receive funds under the DUI Abatement Grant Program.

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

SECTION 1. Grant Agreement Number DUIAC-E-130 between the State of Arizona by and through the Oversight Council on Driving or Operating Under the Influence Abatement (DUIAC) and the Town of Marana, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Chief of Police and the Town Manager are hereby authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21<sup>st</sup> day of January 2020.

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Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

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Cherry L. Lawson, Town Clerk

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Frank Cassidy, Town Attorney



## DUI ABATEMENT GRANT PROGRAM GRANT AGREEMENT



The Oversight Council on Driving or Operating Under the Influence Abatement is hereafter referred to as the DUI Abatement Council, DUIAC or Council in this agreement. This page and the DUIAC Project Director's Manual incorporated herein by reference constitute the entire agreement between the parties hereto unless deviation is authorized in writing by the DUI Abatement Council.

**APPLICANT AGENCY**

Marana Police Department

**ADDRESS**

11555 W. Civic Center Dr, Bldg B, Marana, AZ 85653

**GOVERNMENTAL UNIT**

Town of Marana

**ADDRESS**

11555 W. Civic Center Dr, Marana, AZ 85653

**AGREEMENT NUMBER**

DUIAC-E-130

**PROGRAM AREA**

Enforcement

**AGENCY CONTACT**

Starla Anderson

**PROJECT TITLE**

DUI Warrant Detail

**BRIEFLY STATE PURPOSE OF PROJECT:**

State DUI Abatement (E) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Warrant Enforcement throughout the Town of Marana.

**BUDGET****COST CATEGORY****Project Period  
CY 2020**

|                                               |                    |
|-----------------------------------------------|--------------------|
| <b>I. Personnel Services</b>                  | <b>\$32,142.00</b> |
| <b>II. Employee Related Expenses</b>          | <b>\$12,858.00</b> |
| <b>III. Professional and Outside Services</b> | <b>\$0.00</b>      |
| <b>IV. Travel In-State</b>                    | <b>\$0.00</b>      |
| <b>V. Travel Out-of-State</b>                 | <b>\$0.00</b>      |
| <b>VI. Materials and Supplies</b>             | <b>\$0.00</b>      |
| <b>VII. Capital Outlay</b>                    | <b>\$0.00</b>      |
| <b>TOTAL ESTIMATED COSTS</b>                  | <b>\$45,000.00</b> |

**PROJECT PERIOD**

**FROM:** Effective Date (*Date of DUIAC  
Chairman Signature*)

**TO:** 12-31-2020

**CURRENT GRANT PERIOD**

**FROM:** 12-31-2019

**TO:** 12-31-2020

**TOTAL DUI ABATEMENT FUNDS OBLIGATED FOR THIS AGREEMENT PERIOD: \$45,000.00**

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

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

The Marana Police Department has 96 sworn officers. Various assignments include patrol, directed action response, traffic enforcement, detectives, criminal investigations, and canine. The Marana Police Department also shares resources with the Pima Regional Special Weapons and Tactics Team, Explosive Ordnance Disposal, the Counter Narcotics Alliance, Arizona Vehicle Theft Task Force, and the Federal Drug Enforcement Administration. The Department has three Drug Recognition Experts (DRE), three DRE instructors, ten qualified phlebotomist, eight Horizontal Gaze Nystagmus (HGN) instructors, and 69% of all patrol officers certified in HGN. The Department works closely with the Southern Arizona DUI Taskforce in a concentrated and coordinated effort to reduce the number of impaired drivers on the roadways through enforcement and educational efforts.

The Town of Marana was incorporated in 1977. Marana encompasses 122 square miles with a population of 47,007. The Town of Marana is experiencing rapid development, which has increased residential and commercial building, thus, attracting people and commerce to the town. The Town of Marana is bisected by 18.2 miles of Interstate 10 with a frontage road running parallel to the interstate on both sides. This 1-10 corridor hosts seven traffic interchanges with 28 on/off ramps and 10 railroad crossings. Most of the railroad crossings 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. The Police Department serves 96 miles of arterial roadways, 50 miles of collector roadways, 112 miles of public residential streets, 43 miles private residential streets and 47 miles of rural roads. Marana hosts 23 signalized intersections and two HAWK traffic signals. Marana also has multi-lane arterial roads that connect heavy residential and commercial traffic to both Interstate 10 and State Road 77. Northern Marana frontage roads accommodate a high volume of traffic during key commute times and serve as alternate roadways for local drivers wishing to avoid the high speeds and congestion of interstate 10. The Town of Marana has numerous road construction projects underway that have affected travel in and around Town with additional road construction projects coming soon. As the Town continues to grow, road construction will be a necessary part of Town development, which will continue to affect traffic flow and road safety.

**Agency Problem:**

A large number of people arrested for DUI violations are not appearing in court or paying fines. The Marana Municipal Court continually has over 100 active DUI Failure to Appear/Failure to Pay arrest warrants. Suspects listed in these warrants are often repeat offenders who regularly put the public at risk by continuing to drive on public roadways while impaired, uninsured, or with suspended and/or revoked driving privileges.

**Agency Attempts to Solve Problem:**

The Abatement Council has funded Marana PD for DUI Warrant Sweep Overtime from May of 2014 through April of 2015, July 2015 through June 2016 and again in November 2017 through October 2018. During the last grant funding period, Marana PD completed five very successful, aggressive warrant sweeps that resulted in 33 arrests, 144 arrest warrants served and \$78,541.00 in recovered bond money. Officers were able to make 163 contacts during the deployments. The 286 hours of overtime allowed officers the time needed to prioritize offenders, research warrants, locate offenders, and complete necessary case paperwork.

**Agency Funding:**

State DUI Abatement (E) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Warrant Enforcement throughout the Town of Marana.

**How Agency Will Solve Problem With Funding:**

High profile warrant sweeps will be conducted on the weekend Labor Day 2018. Additional sweeps will be conducted as funding allows. Six to eight officers will deploy as two officer units. Officers will research offenders, gather accurate residence or work addresses, and locate/arrest offenders for prosecution. Prior to each deployment, local media outlets will be notified of the detail and will be provided the results following the detail for public dissemination.

**GOALS/OBJECTIVES:**

State DUI Abatement (E) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Warrant Enforcement throughout the Town of Marana.

The following goals and objectives shall be accomplished as a result of this funding:

**Impaired Driving or Operating - Enforcement**

Expenditures of funding pertaining to Impaired Driving or Operating Enforcement or Innovative Programs including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Impaired Driving or Operating Program Goals of the DUI Abatement Council in conjunction with those provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving or Operating Program Goal is to reduce the incidence of alcohol and drug related driving or operating, fatalities and injuries through enforcement, education and public awareness and through innovative programs throughout the State of Arizona. Law Enforcement personnel participating in Impaired Driving or Operating Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified. This is not a requirement for those participating in DUI Innovative programs.

**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 / Alcohol in terms of money, criminal and human consequences.**

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

**PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency, or a cancellation and return of unexpended advanced funding.**

**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 Impaired Driver or Operator 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 agreement. A copy of this press release shall be sent to the DUI Abatement Council at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Oversight Council on Driving or Operating Under the Influence Abatement.

**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.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

**Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are 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 state 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.

**PROJECT EVALUATION:**

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

**Quarterly Report**

The purpose of the Quarterly Report is to provide information on agreement grant activities conducted at the conclusion of each respective 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 that the on-line report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

**Report Schedule**

| <b>Reporting Period</b>                                                         | <b>Due Date</b>         |
|---------------------------------------------------------------------------------|-------------------------|
| <b>1<sup>st</sup> Quarterly Report and RCI (January 1 to March 31, 2020)</b>    | <b>April 30, 2020</b>   |
| <b>2<sup>nd</sup> Quarterly Report and RCI (April 1 to June 31, 2020)</b>       | <b>July 31, 2020</b>    |
| <b>3<sup>rd</sup> Quarterly Report and RCI (July 1 to September 31, 2020)</b>   | <b>October 31, 2020</b> |
| <b>4<sup>th</sup> Quarterly Report and RCI (October 1 to December 31, 2020)</b> | <b>January 31, 2021</b> |
| <b>Final Statement of Accomplishments</b>                                       | <b>January 31, 2021</b> |

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the DUI Abatement Council at the Governor's Office of Highway Safety. The Quarterly Report title is based on the 3 month calendar period (Year-Calendar Quarter). **Note:** All law enforcement agencies must enter enforcement activity into the on-line GOHS DUI Reporting System.

**Final Statement of Accomplishments**

The Project Director shall submit a Final Statement of Accomplishments Report to the DUI Abatement Council **no later than 30 days following the agreement end date**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

**Note:** Failure to comply with the outlined DUI Abatement Council reporting requirements may result in withholding of state funds or termination of the agreement and return of any unexpended advanced funds.

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

**Jerry Rozema, Chief, Marana Police Department, shall serve as Project Director.**

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

**Nicole Costanza, Governor's Office of Highway Safety, shall serve as Project Coordinator.**

**REPORT OF COSTS INCURRED (RCI):**

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

RCIs shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of the Agreement end date. **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

**The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.**

**PROJECT MONITORING:**

DUI Abatement Council 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 agreement project and serves as a continuous management tool. Project monitoring also presents a good opportunity for developing partnerships, sharing information and providing assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also 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 Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

| <b>Monitoring Schedule</b>                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Total Awarded Amount</b>                        | <b>Type of Monitoring</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 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 \$25,000.00 (combined) | May have an On-Site Review                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Desk Review and Phone Conference                   | Internal Review of all written documentation related to agreement project including but not limited to agreement, 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. 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 or 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 agreement, 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 or 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 agreement, 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 or 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 Agreement period. Contracted projects displaying any problems might 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 assure the effective and 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
- Supporting documentation (training documentation, inventory sheets, photographs, press releases etc)

In addition, the designated project administrator will assure 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**

All findings will be documented on the GOHS Monitoring Form and placed in the grantee's respective state file. Findings will be discussed with the grantee designated agreement 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 will be placed on a performance plan as outlined by the project coordinator. 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 DUI Abatement Council Chairman or GOHS Director in the Chairman's stead, signs the DUI Abatement Grant Agreement and terminates at the end of one year on the date as indicated on the DUI Abatement Council Grant Agreement.

**DURATION:**

Agreements shall be effective on the date the DUI Abatement Council Chairman or GOHS Director in the Chairman's stead, signs the agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Chairman of the DUI Abatement Council at the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

The Agency shall address all requests to modify the contract to the Chairman of the DUI Abatement Council on Agency letterhead and either hand deliver or submit the request via regular mail to the GOHS office. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the agreement. Any unexpended funds remaining at the termination of the agreement shall be released back to the DUI Abatement Fund.

**ESTIMATED COSTS:**

|      |                                   |             |
|------|-----------------------------------|-------------|
| I.   | Personnel Services (overtime)     | \$32,142.00 |
| II.  | Employee Related Expenses         | \$12,858.00 |
| 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****\*\$45,000.00**

\*Includes all applicable training, tax, freight, and advertising costs. The DUIAC reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 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**.

**CERTIFICATIONS AND AGREEMENTS**

This AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Oversight Council On Driving Or Operating Under The Influence Abatement (DUIAC) hereinafter referred to as "STATE", and the Marana Police Department in this Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the Arizona Revised Statutes (§§1303-1304), provides State funds to STATE for approved DUI Enforcement and DUI Innovative 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

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for State funds for approved DUI Enforcement and DUI Innovative projects; and

WHEREAS, AGENCY has submitted an application for State funds for DUI Enforcement and DUI Innovative 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 Agreement.
- 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 Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Agreement. Failure to comply with Quarterly Report requirements may result in withholding of State funds or termination of this Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Agreement 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 Agreement.
- D. Representatives authorized by STATE will have the right to visit the site and inspect the work under this Agreement 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 XIX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which State funds have been claimed and reimbursement received, as may have been determined by a State 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 Agreement ceases to be used in the manner as set forth by this Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active DUI Abatement 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 Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Agreement.
- D. AGENCY will incorporate any equipment purchased under this Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Agreement 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.

All out-of-state travel must be approved in writing in advance by STATE.

### **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 Agreement.

**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 Agreement is not assignable nor may any portion of the work to be performed be sub-contracted 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 Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Agreement, unless otherwise provided for elsewhere in this Agreement, 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 Agreement.

B. The provisions of subparagraph A apply whether or not the project agreed to 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. Arizona Procurement Code (ARS, §41-2501, et. seq.)**

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations. 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 Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Agreement.

**XI. Equal Opportunity**

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Agreement, hereby gives its assurance that employment in connection with the subject DUI Abatement Council Grant Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Agreement, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject DUI Abatement Council Grant Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
  2. Refrain from extending any further State financial assistance to AGENCY under the DUI Abatement Council Grant Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this DUI Abatement Council Grant Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

## **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. 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 Agreement where the provisions of mandatory arbitration apply.

## **XIV. Inspection and Audit, ARS §35-214**

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

## **XV. Appropriation of Funds by the Arizona Legislature**

It is agreed that in no event will this Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the Arizona Legislature and specifically allocated to the project submitted herein by the DUI Abatement Council and then only for the fiscal

year for which such allocation is made. In the event no funds are appropriated by the Arizona Legislature or no funds are allocated for the project proposed herein by the DUI Abatement Council for subsequent fiscal years, this Agreement 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 Agreement or project that may so become null and void.

**XVI. Continuation of DUI Abatement Program**

It is the intention of AGENCY to continue the DUI Abatement Program identified in this Agreement once DUI Abatement Council 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.

**XVII. 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.

**XVIII. 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 Agreement and proceed to close said operations under the Agreement.
- 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 Agreement 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 Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

**XIX. Cancellation Statute**

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

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

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 Agreement 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 Agreement is subject to ARS §28-602, and all administrative regulations governing grants established by the STATE. It is expressly agreed that this DUI Abatement Grant Project constitutes an official part of the STATE's DUI Abatement Council Program and that AGENCY will meet the requirements as set forth in the accompanying DUIAC Project Director's Manual, which are incorporated herein and made a part of this Agreement. All State Statutes, Rules, Regulations, and Circulars referenced in this Agreement 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 DUI Abatement Council Representative.

**Certificate of Compliance**

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

**Certification of Non-Duplication of Grant Funds Expenditure**

This is to certify that AGENCY has no ongoing nor completed projects under agreement with other Federal or State fund sources which duplicate or overlap any work contemplated or described in this Agreement. It is further certified that any pending or proposed request for other Federal or State grant funds which would duplicate or overlap work described in the Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal or State 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 Agreement. If such audit has not been performed, please advise when it is being scheduled.

**Buy America Act**

In accordance with the Buy America Act (49 U.S.C. 5323(j)):

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases 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 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

**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)

**Lobbying Restrictions****Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

- A. No State 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 the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with the awarding of any State contract, the making of any State grant, the making of any State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State contract, grant, loan, or cooperative agreement.
- B. If any funds other than State 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 the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with this State contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with the Arizona Secretary of State instructions.
- C. The undersigned will 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.

***Signature of Project Director:***

Jerry Rozema, Chief  
Marana Police Department

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

Jamsheed Mehta, Town Manager  
Town of Marana

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Date Telephone

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Date Telephone





**DOUGLAS A. DUCEY**  
GOVERNOR  
**ALBERTO GUTIER**  
DIRECTOR  
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE  
**JOE BRUGMAN**  
CHAIRMAN  
DUI ABATEMENT COUNCIL



## **INVOICE Form for Up-front Funding on DUI Abatement Council Grants**

In accordance with the policy established by the DUI Abatement Council authorizing up-front funding for Enforcement and Innovative grants, your agency may receive the grant funding that has been authorized, upon execution of the grant Agreement. An Invoice form is provided for you to submit.

### **Steps for Completion:**

1. Please have the invoice below signed by your regular RCI preparer and Authorized Project Director.
2. Mail signed invoice back to GOHS.
3. Once your agency has received the full up-front funding for your DUIAC contract, please continue sending in RCI's and Quarterly Reports as required.

Please Note: RCI's are still required be sent in with attached financial documentation providing proof of contract expenditures. If any funds are remaining at the end of the grant project period, your Agency will be required to send any unused funds back to GOHS in the form of a warrant/check.

If you have any questions regarding this invoice for up-front funding on your DUIAC contract, please contact GOHS.

## Invoice

**APPLICANT AGENCY** Marana Police Department  
**ADDRESS** 11555 W. Civic Center Dr, Bldg. B, Marana, AZ 85653  
**AGENCY CONTACT** Starla Anderson  
**AGREEMENT NUMBER** DUIAC-E-130  
**PROJECT TITLE** DUI Warrant Sweep Enforcement Overtime

**To: Governor's Office of Highway Safety**  
**1700 W. Washington St., Ste. 430**  
**Phoenix, AZ 85007**  
**Phone 602-255-3216**

**Invoice:** Please pay the DUIAC Grant amount awarded from this invoice.

| <b>COST CATEGORY</b>                          | <b>Project Period<br/>CY 2020</b> |
|-----------------------------------------------|-----------------------------------|
| <b>I. Personnel Services</b>                  | \$32,142.00                       |
| <b>II. Employee Related Expenses</b>          | \$12,858.00                       |
| <b>III. Professional and Outside Services</b> | \$0.00                            |
| <b>IV. Travel In-State</b>                    | \$0.00                            |
| <b>V. Travel Out-of-State</b>                 | \$0.00                            |
| <b>VI. Materials and Supplies</b>             | \$0.00                            |
| <b>VII. Capital Outlay</b>                    | \$0.00                            |
| <b>TOTAL DUE:</b>                             | <b>\$45,000.00</b>                |

**GRANT PERIOD** **FROM: 12-31-2019** **TO: 12-31-2020**

The undersigned hereby certify that Reports of Costs Incurred (RCI) will be provided to GOHS as funds are expended from these up-front awarded funds, and that all expenses will be in accordance with the subject Agreement.

Signature of Preparer

Printed Name

Date

Agency Telephone  
Number

Agency Fax Number

Project Director / Authorized Agency Official

Printed Name

Date

### DO NOT WRITE BELOW - FOR GOHS USE ONLY

Approved to pay:

Logged In – Initial/Date

Alberto Gutier, GOHS Director

Date:



## **Council-Regular Meeting**

C2

**Meeting Date:** 01/21/2020

**To:** Mayor and Council

**From:** Kristin Taft, Grants Manager

**Date:** January 21, 2020

**Strategic Plan Focus Area:**  
Commerce

### **Strategic Plan Focus Area Additional Info:**

PRINCIPLE STATEMENT 2: WE WILL SEEK AND RETAIN DIVERSE INDUSTRIES AND COMMERCE.

Initiative 3: Invest in airport infrastructure and lease opportunities to grow airport operations.

**Subject:** Resolution No. 2020-002: Relating to the Marana Regional Airport; approving and authorizing the Town Manager to execute three Airport Development Reimbursable Grant Agreements between the State of Arizona by and through the Department of Transportation (ADOT) and the Town of Marana for the purpose of aiding in financing projects entitled "Runway MIRL/HIRL Install" (Grant No. E0S2O01D), "Study to Analyze Mitigation Options for Insufficient RWY 30 Safety Area" (Grant No. E0S2P01P), and "Electrical Vault" (Grant No. E0S2Q01C) (Kristin Taft)

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### **Discussion:**

The Arizona Department of Transportation (ADOT), through its Multimodal Planning Division (the "State"), has provided the Town of Marana (the "Sponsor"), three grant agreements from State funds for the purpose of aiding in financing three projects at the Marana Regional Airport.

The first project is entitled "Runway MIRL/HIRL, Design" (grant number E0S2O01D). This grant will fund design of Medium Intensity Runway Lighting upgrades on Runways 12-30 and 3-21. The project includes all new lighting which will be LED and upgraded for safety. The total project cost is \$175,000; the maximum reimbursement available from the State to the Sponsor for this Agreement is \$157,500.00. The minimum funding participation from the Town is 10% of the total cost (\$17,500).

The second project is entitled "Study to Analyze Mitigation Options for Insufficient RWY 30 Safety Area" (grant number E0S2P01P). This grant will be for a study to analyze mitigation options for enhanced safety in the area of runway 30. The total project cost is \$150,000; the maximum reimbursement available from the State to the Sponsor for this Agreement is \$135,000.00. The minimum funding participation from the Town is 10% of the total cost (\$15,000).

The third project is entitled "Electrical Vault" (grant number E0S2Q01C). This construction grant will allow the Town to replace the current electrical vault switch gear which is failing and obsolete. The total project cost is \$50,000; the maximum reimbursement available from the State to the Sponsor for this Agreement is \$45,000.00. The minimum funding participation from the Town is 10% of the total cost (\$5,000).

These ADOT Airport Development Reimbursable Grant Agreements total 90% of the projects' costs, for a maximum reimbursement to the Town of Marana of \$337,500. If approved, work is expected to begin by February 2020 and is expected to be completed by June 2020.

**Financial Impact:**

Fiscal Year: 2020  
Budgeted Y/N: Yes  
Amount: \$37,500

The total amount for the three projects is \$375,000. The State reimburses \$337,500 (90%) and the Town is responsible for the remaining \$37,500 (10%).

**Staff Recommendation:**

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

**Suggested Motion:**

I move to adopt Resolution No. 2020-002, approving and authorizing the Town Manager to execute three Airport Development Reimbursable Grant Agreements between the State of Arizona by and through the Department of Transportation (ADOT) and the Town of Marana (Grant Numbers E0S2O01D, E0S2P01P, and E0S2Q01C).

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**Attachments**

Resolution No. 2020-002  
Exhibit A - Grant Agreement E0S2O01D  
Exhibit B - Grant Agreement E0S2P01P  
Exhibit C - Grant Agreement E0S2Q01C

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## MARANA RESOLUTION NO. 2020-002

RELATING TO THE MARANA REGIONAL AIRPORT; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THREE AIRPORT DEVELOPMENT REIMBURSABLE GRANT AGREEMENTS BETWEEN THE STATE OF ARIZONA BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION (ADOT) AND THE TOWN OF MARANA FOR THE PURPOSE OF AIDING IN FINANCING PROJECTS ENTITLED "RUNWAY MIRL/HIRL INSTALL" (GRANT NO. E0S2O01D), "STUDY TO ANALYZE MITIGATION OPTIONS FOR INSUFFICIENT RWY 30 SAFETY AREA" (GRANT NO. E0S2P01P), AND "ELECTRICAL VAULT" (GRANT NO. E0S2Q01C)

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

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

WHEREAS the Arizona State Transportation Board, as approved on November 15, 2019 and the Director of the Arizona Department of Transportation (ADOT), in accordance with the authority granted by A.R.S. Sections 28-304, 28-363, and 28-401 and A.R.S. Title 28, Chapter 25, have authorized reimbursement to the Town of funds expended for airport planning and/or development; and

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

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

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

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

SECTION 1. The Airport Development Reimbursable Grant Agreements for Grant Numbers E0S2O01D, E0S2P01P, and E0S2Q01C between the State of Arizona by

and through the Department of Transportation and the Town of Marana, true and correct copies of which are attached to and incorporated by this reference in this resolution as Exhibits A, B, and C, respectively, are hereby approved, the Town Manager is hereby authorized to execute them for and on behalf of the Town of Marana, and the Town's Finance Director is hereby designated to receive payments representing the State's share of the projects' costs.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of January, 2020.

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Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

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Cherry L. Lawson, Town Clerk

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Frank Cassidy, Town Attorney

Arizona Department of Transportation  
Multimodal Planning Division  
Aeronautics Group

**Airport Development Reimbursable Grant Agreement**

**Part I**

THIS AGREEMENT is entered into \_\_\_\_\_, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the **Town of Marana**, a political subdivision of the State of Arizona (the "Sponsor"), for a grant of State funds for the purpose of aiding in financing a Project of ***Runway MIRL/HIRL, Design*** (the "Project"), for the improvement of the **Marana Regional Airport** (the "Airport").

WITNESSETH

**Recitals:**

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on **November 15, 2019** and the Director of the Arizona Department of Transportation, in accordance with the authority granted by Sections 28-304, 28-363, and 28-401 and A.R.S. Title 28, Chapter 25, have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

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

**Sponsor's Responsibility**

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: **December 7, 2019**. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

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

**Obligations**

- 1) The minimum funding participation from the Sponsor shall be **Ten Percent (10%)** as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be **One Hundred Fifty Seven Thousand, Five Hundred Dollars (\$157,500.00)**.
- 3) Except as otherwise provided herein for the State's obligation to provide funds hereunder expires upon completion of the Project required herein or **December 7, 2023**, whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months or if the State determines that Sponsor is not otherwise complying with the terms of this Agreement. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation provided Sponsor is not in default hereunder.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) Notwithstanding anything to the contrary herein, in the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

**Preliminary Work Provision**

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

**Part II**

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

- 1) The Sponsor has the legal power and authority:
  - a) to do all things necessary, in order to undertake and carry out the Project;
  - b) to accept, receive and disburse grant funds from the State in aid of the Project.
  
- 2) The Sponsor now has on deposit, or is in a position to secure **Seventeen Thousand, Five Hundred Dollars (\$17,500.00)**, or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

\_\_\_\_\_  
(Enter local funding type and location)

- 3) The Sponsor hereby designates \_\_\_\_\_, \_\_\_\_\_  
Name Title  
to receive payments representing the State's share of project costs.

\_\_\_\_\_  
Signature of Sponsor's Representative

\_\_\_\_\_  
Title of Representative

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

Sponsor Vendor Id #: **IV0000033030**  
Sponsor Vendor Address: **11700 W. Avra Valley Rd # 86**  
**Marana, AZ 85653**

**Exhibits**

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

Exhibit A - Sponsor Assurances

Exhibit B - General Provisions

Exhibit C - Specific Provisions and Project Schedules

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**STATE: SPONSOR:**

State of Arizona  
Department of Transportation  
Multimodal Planning Division

**Town of Marana  
Marana Regional Airport**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Gregory Byres, Division Director

Title: \_\_\_\_\_

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

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

**WITNESSED BY:**

**WITNESSED BY:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

**EXHIBIT A**

**Sponsor Assurances**

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

**General**

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

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

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

**Financial**

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

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

**Record Keeping**

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

**Airport Based Aircraft Reporting**

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

**Airport Layout Plan**

- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.
- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.

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- 3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.
- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

**Immediate Vicinity Land Use Restriction**

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

**Airport Operation**

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

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

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

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.
- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

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**Sponsor Transactions**

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

**Airport Revenues**

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

**Disposal of Land**

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

## **EXHIBIT B**

### **General Provisions**

#### **Employment of Consultants**

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

#### **Contracts**

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

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**Conflict of Interest**

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

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

**Reports**

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

**Changes**

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

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

**Audit**

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

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

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

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The

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Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

**Suspension**

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

**Failure to Perform**

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

**Termination for Convenience**

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

**Waiver by State**

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

**Compliance with Laws**

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

**Arbitration**

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

**Jurisdiction**

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

**Excess of Payments**

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

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**State Inspectors**

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

**Indemnification**

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

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

**Required Provisions Deemed Inserted**

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

**Property of the Sponsor and State**

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

## **EXHIBIT C**

### **Specific Provisions and Project Schedules**

#### **Provisions for Design/Construction**

##### **Financial Cost Categories**

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

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

##### **Design Review – Plans, Specifications and Estimates**

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

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

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

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

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**FAA Notice of Proposed Construction**

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

**Bidding - Alternate Bidding Methods**

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

**Based on Bids**

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

**Contractor Allowance**

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

**Contingencies**

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

**Itemized Allowance**

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance – industrial Berber carpet for 200 SF lobby to be selected by Sponsor) Each contract allowance item must be approved by the State in order to be included in the bid package. The State will not approve use of an item to cover expenses not directly related to the item. (For example: Left over funds from cabinet allowance cannot be used to purchase light fixtures)

**Construction Inspection**

Airport planning, design, project estimates, bidding, and construction inspection are the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and

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maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.

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

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

**Change Orders**

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

**Construction Contract Documents**

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

**Design/Construction Project Schedules**

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

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

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

**Schedule One**  
**Design/Construction Project Description and Funding Allocation**

**Detailed Project Description:**

***Runway MIRL/HIRL, Design***

| <b>Project Cost Category</b>  | <b>Total<br/>Estimated<br/>Project Cost</b> | <b>Estimated<br/>Local Share</b> | <b>Estimated<br/>Federal Share</b> | <b>Estimated<br/>State Share*</b> |
|-------------------------------|---------------------------------------------|----------------------------------|------------------------------------|-----------------------------------|
| Design/Engineering Services   | \$                                          | \$                               | \$                                 | \$                                |
| Construction                  | \$                                          | \$                               | \$                                 | \$                                |
| Construction Engineering      | \$                                          | \$                               | \$                                 | \$                                |
| Sponsor Administration**      | \$                                          | \$                               | \$                                 | \$                                |
| Sponsor Force Account Work*** | \$                                          | \$                               | \$                                 | \$                                |
| Contingencies                 | \$                                          | \$                               | \$                                 | \$                                |
| <b>Total Project Costs</b>    | \$                                          | \$                               | \$                                 | \$                                |

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

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

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

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

**Schedule Two**  
**Design/Construction Project Reimbursement Schedule**

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

**Instructions:**

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

**Total State Funds: \$157,500.00**

| <b>Projected Reimbursement Requests / State Cash Flow</b> |     |     |     |     |     |     |
|-----------------------------------------------------------|-----|-----|-----|-----|-----|-----|
| <b><i>Calendar Year</i></b>                               | Jan | Feb | Mar | Apr | May | Jun |
| 2019                                                      | \$  | \$  | \$  | \$  | \$  | \$  |
| 2020                                                      | \$  | \$  | \$  | \$  | \$  | \$  |
| 2021                                                      | \$  | \$  | \$  | \$  | \$  | \$  |
| 2022                                                      | \$  | \$  | \$  | \$  | \$  | \$  |
| 2023                                                      | \$  | \$  | \$  | \$  | \$  | \$  |
| <b><i>Calendar Year</i></b>                               | Jul | Aug | Sep | Oct | Nov | Dec |
| 2019                                                      | \$  | \$  | \$  | \$  | \$  | \$  |
| 2020                                                      | \$  | \$  | \$  | \$  | \$  | \$  |
| 2021                                                      | \$  | \$  | \$  | \$  | \$  | \$  |
| 2022                                                      | \$  | \$  | \$  | \$  | \$  | \$  |
| 2023                                                      | \$  | \$  | \$  | \$  | \$  | \$  |

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

**Schedule Three**  
**Design/Construction Project Milestones**

**Milestone Duration Guidelines**

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

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

**Design/Construction Milestone Schedule**

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

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

Arizona Department of Transportation  
Multimodal Planning Division  
Aeronautics Group

**Airport Development Reimbursable Grant Agreement**

**Part I**

THIS AGREEMENT is entered into \_\_\_\_\_, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the **Town of Marana**, a political subdivision of the State of Arizona, (the "Sponsor") for a grant of State funds for the purpose of aiding in financing a Project of ***Study to Analyze Mitigation Options for Insufficient RWY 30 Safety Area*** (the "Project"), for the improvement of the **Marana Regional** Airport (the "Airport").

WITNESSETH

**Recitals:**

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on **November 15, 2019**, and the Director of the Arizona Department of Transportation, in accordance with the authority granted by Sections 28-304, 28-363, and 28-401 and A.R.S. Title 28, Chapter 25, A.R.S., have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

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

**Sponsor's Responsibility**

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: **December 7, 2019**. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.
- 3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any

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change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.

- 4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

**Obligations**

- 1) The minimum funding participation from the Sponsor shall be **Ten Percent (10%)** as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be **One Hundred Thirty Five Thousand Dollars (\$135,000.00)**.
- 3) Except as otherwise provided for herein for the State's obligation to provide funds hereunder expires upon completion of the Project required herein or **December 7, 2023**, whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months or if the State determines that Sponsor is not otherwise complying with the terms of this Agreement. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation provided Sponsor is not in default hereunder.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) Notwithstanding anything to the contrary herein, in the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

**Preliminary Work Provision**

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

**Part II**

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

- 1) The Sponsor has the legal power and authority:
  - a) to do all things necessary, in order to undertake and carry out the Project;
  - b) to accept, receive and disburse grant funds from the State in aid of the Project.
- 2) The Sponsor now has on deposit, or is in a position to secure **Fifteen Thousand Dollars (\$15,000.00)**, or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

\_\_\_\_\_  
(enter local funding type and location)

- 3) The Sponsor hereby designates \_\_\_\_\_, \_\_\_\_\_  
Name Title  
to receive payments representing the State's share of project costs.

\_\_\_\_\_  
Signature of Sponsor's Representative

\_\_\_\_\_  
Title of Representative

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

Sponsor Vendor Id #: **IV0000033030**  
Sponsor Vendor Address: **11700 W. Avra Valley Rd # 86**  
**Marana, AZ 85653**

**Exhibits**

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

Exhibit A - Sponsor Assurances

Exhibit B - General Provisions

Exhibit C - Specific Provisions and Project Schedules

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STATE:

State of Arizona  
Department of Transportation  
Multimodal Planning Division

SPONSOR:

**Town of Marana  
Marana Regional Airport**

By: \_\_\_\_\_

Title: Gregory Byres, Division Director

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

WITNESSED BY:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

WITNESSED BY:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

**EXHIBIT A**

**Sponsor Assurances**

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

**General**

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

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

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

**Financial**

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

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

**Record Keeping**

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

**Airport Based Aircraft Reporting**

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

**Airport Layout Plan**

- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.
- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA

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Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.

- 3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.
- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

**Immediate Vicinity Land Use Restriction**

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

**Airport Operation**

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

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

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

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.
- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement

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constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

**Sponsor Transactions**

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

**Airport Revenues**

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

**Disposal of Land**

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

**EXHIBIT B**

**General Provisions**

**Employment of Consultants**

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

**Contracts**

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

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

**Conflict of Interest**

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

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

**Reports**

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

**Changes**

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

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

**Audit**

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

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

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

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

**Suspension**

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

**Failure to Perform**

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

**Termination for Convenience**

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

**Waiver by State**

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

**Compliance with Laws**

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

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**Arbitration**

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

**Jurisdiction**

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

**Excess of Payments**

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

**State Inspectors**

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

**Indemnification**

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

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

**Required Provisions Deemed Inserted**

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

**Property of the Sponsor and State**

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to

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publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

**EXHIBIT C**

**Specific Provisions and Project Schedules**

**Provisions for Planning**

**Financial Cost Categories**

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

- 1) "Planning" (as applicable), including consulting services.
- 2) "Sponsor Administration" directly associated with this Project (not to exceed 5% of planning consulting services).
- 3) "Sponsor Force Account" contribution (if applicable).
- 4) "Other" with prior approval of the State.

**Planning Documents**

- 1) The Sponsor shall include in all published material in connection with the planning Project a notice that the material was prepared under a grant provided by the State. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use any of the material prepared in connection with this grant.
- 2) The Sponsor shall make planning material available for examination by the public and agrees that no material prepared with funds under this Project shall be subject to copyright. That approval of this Project grant or approval of the planning material developed as a part of this grant does not constitute or imply assurance or commitment on the part of the State to approve pending or future application for a State grant or funding.
- 3) The Sponsor shall appoint a Planning Advisory Committee (PAC) for this Project, which will have the opportunity to furnish information, and review the plan as it is developed. Members of the PAC shall be as deemed appropriate to address the special issues of the Project, except that at least one member shall be a non-aviation citizen of the area, and one shall be a representative of the ADOT Aeronautics Group. An invitation will be given to the affected military installations and the Arizona State Land Department (as appropriate) to participate on the Planning Advisory Committee. The Sponsor shall hold a minimum of three meetings throughout the Project, including a minimum of two meetings between the Sponsor, the consultant, and the PAC. A minimum of one public meeting shall be held during the Project. The Sponsor may not accomplish the final acceptance of the plan until the State has reviewed and commented on the work performed. The comments provided by the State shall not be construed as approval of the planning document.
- 4) If the planning performed under this Agreement covers an existing or future airport not located on properties owned or leased by the Sponsor, the Sponsor agrees to obtain full control of the property for a period of not less than twenty (20) years. All changes to airport ownership or to any airport lease shall be approved by the State.

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- 5) At the completion of the Project, the Sponsor agrees to provide an electronic copy, in a format usable by the State, of final plans, planning documents, and/or other published materials produced as a result of this planning Project.

### **Project Schedules for Planning**

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

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

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

### **Schedule One** **Project Description and Funding Allocation**

**Detailed Project Description:**

***Study to Analyze Mitigation Options for Insufficient RWY 30 Safety Area***

| <b>Project Cost Category</b>  | <b>Total<br/>Estimated<br/>Project Cost</b> | <b>Estimated<br/>Local Share</b> | <b>Estimated<br/>Federal Share</b> | <b>Estimated<br/>State Share*</b> |
|-------------------------------|---------------------------------------------|----------------------------------|------------------------------------|-----------------------------------|
| Planning Costs                | \$                                          | \$                               | \$                                 | \$                                |
| Sponsor Administration**      | \$                                          | \$                               | \$                                 | \$                                |
| Sponsor Force Account Work*** | \$                                          | \$                               | \$                                 | \$                                |
| Other                         | \$                                          | \$                               | \$                                 | \$                                |
| <b>Total Project Costs</b>    | \$                                          | \$                               | \$                                 | \$                                |

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

\*\* Sponsor Administration is not eligible for reimbursement above 5% of the planning consulting service costs.

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

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**Schedule Two**  
**Planning Project Reimbursement Schedule**

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

**Instructions:**

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

**Total State Funds: \$135,000.00**

**Projected Reimbursement Requests / State Cash Flow**

| <b><i>Calendar<br/>Year</i></b> | <b>Jan</b> | <b>Feb</b> | <b>Mar</b> | <b>Apr</b> | <b>May</b> | <b>Jun</b> |
|---------------------------------|------------|------------|------------|------------|------------|------------|
| 2019                            | \$         | \$         | \$         | \$         | \$         | \$         |
| 2020                            | \$         | \$         | \$         | \$         | \$         | \$         |
| 2021                            | \$         | \$         | \$         | \$         | \$         | \$         |
| 2022                            | \$         | \$         | \$         | \$         | \$         | \$         |
| 2023                            | \$         | \$         | \$         | \$         | \$         | \$         |
| <b><i>Calendar<br/>Year</i></b> | <b>Jul</b> | <b>Aug</b> | <b>Sep</b> | <b>Oct</b> | <b>Nov</b> | <b>Dec</b> |
| 2019                            | \$         | \$         | \$         | \$         | \$         | \$         |
| 2020                            | \$         | \$         | \$         | \$         | \$         | \$         |
| 2021                            | \$         | \$         | \$         | \$         | \$         | \$         |
| 2022                            | \$         | \$         | \$         | \$         | \$         | \$         |
| 2023                            | \$         | \$         | \$         | \$         | \$         | \$         |

**Grants expire 4 years from the date approved by the State Transportation Board. The Sponsor shall schedule the work to be completed within the 4 years.**

### Schedule Three Planning Project Milestones

#### Milestone Duration Guidelines

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

- 1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
- 2) The Planning Phase is subject to the type and complexity of the Project, however, most planning projects can be accomplished within seven hundred thirty (730) days.
- 3) State review periods should be fifteen (15) days.

| Milestones                                                      | Duration<br># of Days | Start Date        | Completion Date   |
|-----------------------------------------------------------------|-----------------------|-------------------|-------------------|
|                                                                 |                       | Proposed          | Proposed          |
| <b>Consultant Selection Phase</b>                               |                       | <b>mm/dd/year</b> | <b>mm/dd/year</b> |
| Submit Scope for State Review/Approval*                         |                       |                   |                   |
| Submit Contract for State Review/Approval                       |                       |                   |                   |
| Award Consultant Contract                                       |                       |                   |                   |
| <b>Planning Phase</b>                                           |                       |                   |                   |
| Sponsor Issue Notice to Proceed                                 |                       |                   |                   |
| Submit Aircraft Forecasts to FAA                                |                       |                   |                   |
| First Planning Advisory Committee Meeting                       |                       |                   |                   |
| Public Workshop                                                 |                       |                   |                   |
| Final Planning Advisory Committee Meeting                       |                       |                   |                   |
| Submit Final Draft to FAA and State                             |                       |                   |                   |
| <b>Final Phase</b>                                              |                       |                   |                   |
| Master Plan Approval of Board/Council                           |                       |                   |                   |
| Submit Final Report and Draft ALP                               |                       |                   |                   |
| Submit Approved ALP to State                                    |                       |                   |                   |
| Submit Final Reimbursement Request and Sponsors Closeout Letter |                       |                   |                   |

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

Arizona Department of Transportation  
Multimodal Planning Division  
Aeronautics Group

**Airport Development Reimbursable Grant Agreement**

**Part I**

THIS AGREEMENT is entered into \_\_\_\_\_, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the **Town of Marana**, a political subdivision of the State of Arizona (the "Sponsor"), for a grant of State funds for the purpose of aiding in financing a Project of **Electrical Vault** (the "Project"), for the improvement of the **Marana Regional Airport** (the "Airport").

WITNESSETH

**Recitals:**

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on **November 15, 2019** and the Director of the Arizona Department of Transportation, in accordance with the authority granted by Sections 28-304, 28-363, and 28-401 and A.R.S. Title 28, Chapter 25, have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

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

**Sponsor's Responsibility**

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: **December 7, 2019**. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

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

**Obligations**

- 1) The minimum funding participation from the Sponsor shall be **Ten Percent (10%)** as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be **Forty Five Thousand Dollars (\$45,000.00)**.
- 3) Except as otherwise provided herein for the State's obligation to provide funds hereunder expires upon completion of the Project required herein or **December 7, 2023**, whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months or if the State determines that Sponsor is not otherwise complying with the terms of this Agreement. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation provided Sponsor is not in default hereunder.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) Notwithstanding anything to the contrary herein, in the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

**Preliminary Work Provision**

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

**Part II**

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

- 1) The Sponsor has the legal power and authority:
  - a) to do all things necessary, in order to undertake and carry out the Project;
  - b) to accept, receive and disburse grant funds from the State in aid of the Project.
  
- 2) The Sponsor now has on deposit, or is in a position to secure **Five Thousand Dollars (\$5,000.00)**, or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

\_\_\_\_\_  
(Enter local funding type and location)

- 3) The Sponsor hereby designates \_\_\_\_\_, \_\_\_\_\_  
Name Title  
to receive payments representing the State's share of project costs.

\_\_\_\_\_  
Signature of Sponsor's Representative

\_\_\_\_\_  
Title of Representative

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

Sponsor Vendor Id #: **IV0000033030**  
Sponsor Vendor Address: **11700 W. Avra Valley Rd # 86**  
**Marana, AZ 85653**

**Exhibits**

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

Exhibit A - Sponsor Assurances

Exhibit B - General Provisions

Exhibit C - Specific Provisions and Project Schedules

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**STATE: SPONSOR:**

State of Arizona  
Department of Transportation  
Multimodal Planning Division

**Town of Marana  
Marana Regional Airport**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Gregory Byres, Division Director

Title: \_\_\_\_\_

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

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

**WITNESSED BY:**

**WITNESSED BY:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

**EXHIBIT A**

**Sponsor Assurances**

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

**General**

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

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

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

**Financial**

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

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

**Record Keeping**

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

**Airport Based Aircraft Reporting**

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

**Airport Layout Plan**

- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.
- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.

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- 3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.
- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

**Immediate Vicinity Land Use Restriction**

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

**Airport Operation**

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

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

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

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.
- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

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**Sponsor Transactions**

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

**Airport Revenues**

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

**Disposal of Land**

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

## **EXHIBIT B**

### **General Provisions**

#### **Employment of Consultants**

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

#### **Contracts**

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

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**Conflict of Interest**

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

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

**Reports**

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

**Changes**

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

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

**Audit**

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

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

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

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The

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Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

**Suspension**

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

**Failure to Perform**

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

**Termination for Convenience**

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

**Waiver by State**

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

**Compliance with Laws**

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

**Arbitration**

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

**Jurisdiction**

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

**Excess of Payments**

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

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**State Inspectors**

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

**Indemnification**

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

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

**Required Provisions Deemed Inserted**

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

**Property of the Sponsor and State**

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

**EXHIBIT C**

**Specific Provisions and Project Schedules**

**Provisions for Design/Construction**

**Financial Cost Categories**

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

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

**Design Review – Plans, Specifications and Estimates**

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

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

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

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

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**FAA Notice of Proposed Construction**

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

**Bidding - Alternate Bidding Methods**

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

**Based on Bids**

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

**Contractor Allowance**

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

**Contingencies**

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

**Itemized Allowance**

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance – industrial Berber carpet for 200 SF lobby to be selected by Sponsor) Each contract allowance item must be approved by the State in order to be included in the bid package. The State will not approve use of an item to cover expenses not directly related to the item. (For example: Left over funds from cabinet allowance cannot be used to purchase light fixtures)

**Construction Inspection**

Airport planning, design, project estimates, bidding, and construction inspection are the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and

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maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.

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

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

**Change Orders**

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

**Construction Contract Documents**

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

**Design/Construction Project Schedules**

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

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

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

**Schedule One**  
**Design/Construction Project Description and Funding Allocation**

**Detailed Project Description:**

***Electrical Vault***

| <b>Project Cost Category</b>  | <b>Total<br/>Estimated<br/>Project Cost</b> | <b>Estimated<br/>Local Share</b> | <b>Estimated<br/>Federal Share</b> | <b>Estimated<br/>State Share*</b> |
|-------------------------------|---------------------------------------------|----------------------------------|------------------------------------|-----------------------------------|
| Design/Engineering Services   | \$                                          | \$                               | \$                                 | \$                                |
| Construction                  | \$                                          | \$                               | \$                                 | \$                                |
| Construction Engineering      | \$                                          | \$                               | \$                                 | \$                                |
| Sponsor Administration**      | \$                                          | \$                               | \$                                 | \$                                |
| Sponsor Force Account Work*** | \$                                          | \$                               | \$                                 | \$                                |
| Contingencies                 | \$                                          | \$                               | \$                                 | \$                                |
| <b>Total Project Costs</b>    | \$                                          | \$                               | \$                                 | \$                                |

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

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

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

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

**Schedule Two**  
**Design/Construction Project Reimbursement Schedule**

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

**Instructions:**

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

**Total State Funds: \$45,000.00**

| <b>Projected Reimbursement Requests / State Cash Flow</b> |     |     |     |     |     |     |
|-----------------------------------------------------------|-----|-----|-----|-----|-----|-----|
| <b><i>Calendar Year</i></b>                               | Jan | Feb | Mar | Apr | May | Jun |
| 2019                                                      | \$  | \$  | \$  | \$  | \$  | \$  |
| 2020                                                      | \$  | \$  | \$  | \$  | \$  | \$  |
| 2021                                                      | \$  | \$  | \$  | \$  | \$  | \$  |
| 2022                                                      | \$  | \$  | \$  | \$  | \$  | \$  |
| 2023                                                      | \$  | \$  | \$  | \$  | \$  | \$  |
| <b><i>Calendar Year</i></b>                               | Jul | Aug | Sep | Oct | Nov | Dec |
| 2019                                                      | \$  | \$  | \$  | \$  | \$  | \$  |
| 2020                                                      | \$  | \$  | \$  | \$  | \$  | \$  |
| 2021                                                      | \$  | \$  | \$  | \$  | \$  | \$  |
| 2022                                                      | \$  | \$  | \$  | \$  | \$  | \$  |
| 2023                                                      | \$  | \$  | \$  | \$  | \$  | \$  |

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

**Schedule Three**  
**Design/Construction Project Milestones**

**Milestone Duration Guidelines**

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

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

**Design/Construction Milestone Schedule**

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

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



## **Council-Regular Meeting**

C3

**Meeting Date:** 01/21/2020

**To:** Mayor and Council

**From:** Brian Varney, Senior Planner

**Date:** January 21, 2020

**Strategic Plan Focus Area:**

Not Applicable

**Subject:** Resolution No. 2020-005: Relating to Development; approving a Final Plat for Cortaro Ranch Phase II Lots 4 through 6 located north of Cortaro Farms Road and west of Cerius Stravenue (Brian D. Varney)

---

### **Discussion:**

#### **Request**

Beck Consulting Engineers, representing the property owners, is requesting approval of a Final Plat for Cortaro Ranch Phase II Lots 4 through 6. This plat proposes to resubdivide Lots 4, 5, and 6 of the existing plat for Cortaro Ranch Phase II, approved by the Town Council on April 2, 2019, adjusting the size of the three lots to accommodate the needs of future tenants committed to developing within the commercial center. The proposed plat does not add nor delete lots, but rather adjusts existing lot lines resulting in a more desirable lot configuration.

#### **Zoning**

Cortaro Ranch Phase II is zoned Village Commercial (VC).

#### **Land Use**

The plat comprises approximately 9.39 acres and proposes three commercial lots measuring 1.46 acres, 2.44 acres, and 5.49 acres. All development within the subdivision will be subject to development plan approval and compliance with the Town's commercial design standards. The development standards applicable to Village Commercial (VC) zoning including a maximum building height of 50 feet.

#### **Access and Traffic Circulation**

Access to the subdivision will be provided directly from Cortaro Farms Road, Cerius

Stravenue, and by the future Joplin Lane. The developer is required to construct Joplin Lane adjacent to its property in accordance with the Cortaro Ranch Commercial Assurance and Development Agreement.

### **Infrastructure and Utilities**

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

### **Planning Commission Recommendation**

The Planning Commission considered this request at its December 18, 2019 meeting. The Commission voted unanimously by a vote of 7-0 to recommend to the Town Council approval of the final plat. The draft minutes from the Planning Commission meeting are attached to this report.

### **Staff Recommendation:**

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

### **Suggested Motion:**

I move to adopt Resolution No. 2020-005 approving the Final Plat for Cortaro Ranch Phase II Lots 4 through 6.

---

### **Attachments**

Resolution No. 2020-005  
PRV1909-005 Final Plat  
PRV1909-005 CRPH2 FP Map  
PRV1909-005 CRPH2 FP Commission Minutes  
PRV1909-005 CRPH2 FP App

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## **MARANA RESOLUTION NO. 2020-005**

---

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR CORTARO RANCH PHASE II LOTS 4 THROUGH 6 LOCATED NORTH OF CORTARO FARMS ROAD AND WEST OF CERIUS STRAVENUE

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

WHEREAS on April 3, 2018, the Marana Town Council adopted Resolution No. 2018-028, approving a final plat for Cortaro Ranch Lots 293A through 294B; and

WHEREAS on April 2, 2019, the Marana Town Council adopted Resolution No. 2019-023, approving a final plat for Cortaro Ranch Phase II, Lots 1 through 6 and Common Areas "A" and "B", a 6-lot commercial resubdivision of Lots 163 through 180, Lots 295 through 297, and Common Area "A" of Cortaro Ranch, Lots 1-297 and Common Area "A", and also a resubdivision of Lots 293C and 294B of Cortaro Ranch, Lots 293A through 294B; and

WHEREAS on January 21, 2020, the Marana Town Council adopted Resolution No. 2020-005, approving a Final Plat for Cortaro Ranch Phase II Lots 4 through 6, a 3-lot commercial resubdivision of Lots 4 through 6 of Cortaro Ranch Phase II, Lots 1 through 6 and Common Areas "A" and "B"; and

WHEREAS the Marana Town Council, at the regularly scheduled meeting on January 21, 2020, determined that Final Plat for Cortaro Ranch Phase II Lots 4 through 6 should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the Final Plat for Cortaro Ranch Phase II Lots 4 through 6 is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21<sup>st</sup> day of January, 2020.

---

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

---

Cherry L. Lawson, Town Clerk

---

Frank Cassidy, Town Attorney

GENERAL NOTES

1. GROSS AREA IS 9.39 ACRES OR 409,208 SQ. FT.
2. THE EXISTING ZONING FOR THIS PROJECT IS "VC" (VILLAGE COMMERCIAL) PER MARANA ORDINANCE NO. 95.30 AND MARANA ORDINANCE 2019.006.
3. THE TOTAL NUMBER OF LOTS IS 3.
4. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
5. 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.
6. ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.
7. OBJECTS AND MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30" AND 72" ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
8. THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
9. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
10. TOTAL MILES OF NEW PUBLIC OR PRIVATE STREETS IS 0.25.
11. INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATION WITHIN THE PUBLIC RIGHTS-OF-WAY.
12. THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. §45-576.
13. BASIS OF BEARINGS IS BASED ON THE EAST-WEST MIDSECTION LINE OF SECTION 26, SAID BEARING BEING N 89°18'13" E.
14. BASIS OF ELEVATIONS. NAVD88 2154.36 PER NGS DATASHEET PID CZ0534.
15. PRIOR TO RECEIVING A GRADING PERMIT, A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AND FEE WILL BE SUBMITTED TO THE TOWN FOR REVIEW.
16. AN ARCHAEOLOGICAL MONITOR WILL BE PRESENT DURING GROUND-DISTURBING ACTIVITIES, PER THE CULTURAL REPORT "RESULTS OF ARCHAEOLOGICAL DATA RECOVERY INVESTIGATIONS AT THE PORTION OF AZ AA: 12:285 (ASM) WITHIN THE OLSSON PARCEL, IN MARANA, PIMA COUNTY, ARIZONA," BY TIERRA RIGHT OF WAY, DATED JANUARY 15, 2016.
17. A PHASE I ENVIRONMENTAL SITE ASSESSMENT WILL BE PROVIDED TO THE TOWN DATED NOT MORE THAN 180 DAYS PRIOR TO THE RECORDING OF THIS PLAT.
18. THIS PLAT IS SUBJECT TO MARANA ORDINANCE 95.30 AND THE CORTARO RANCH COMMERCIAL ASSURANCE AND DEVELOPMENT AGREEMENT RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE ON SEPTEMBER 4, 2015 AT SEQUENCE 20152470219, AS MODIFIED BY THE FIRST AMENDMENT TO CORTARO RANCH COMMERCIAL ASSURANCE AND DEVELOPMENT AGREEMENT RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE ON MAY 4, 2018 AT SEQUENCE 20181240060.
19. THE SUBDIVISION IS SUBJECT TO THE FOLLOWING SETBACKS:  
TYPICAL STREET: 30 FEET  
SIDE AND REAR: 20 FEET  
SPECIAL BUFFER ADJACENT TO RESIDENTIAL: 40 FEET
20. MAXIMUM BUILDING HEIGHT:  
50 FEET FOR PRINCIPAL BUILDINGS  
30 FEET FOR ACCESSORY BUILDINGS

ASSURED WATER SUPPLY

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

BY MARANA WATER DIRECTOR DATE

APPROVAL

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

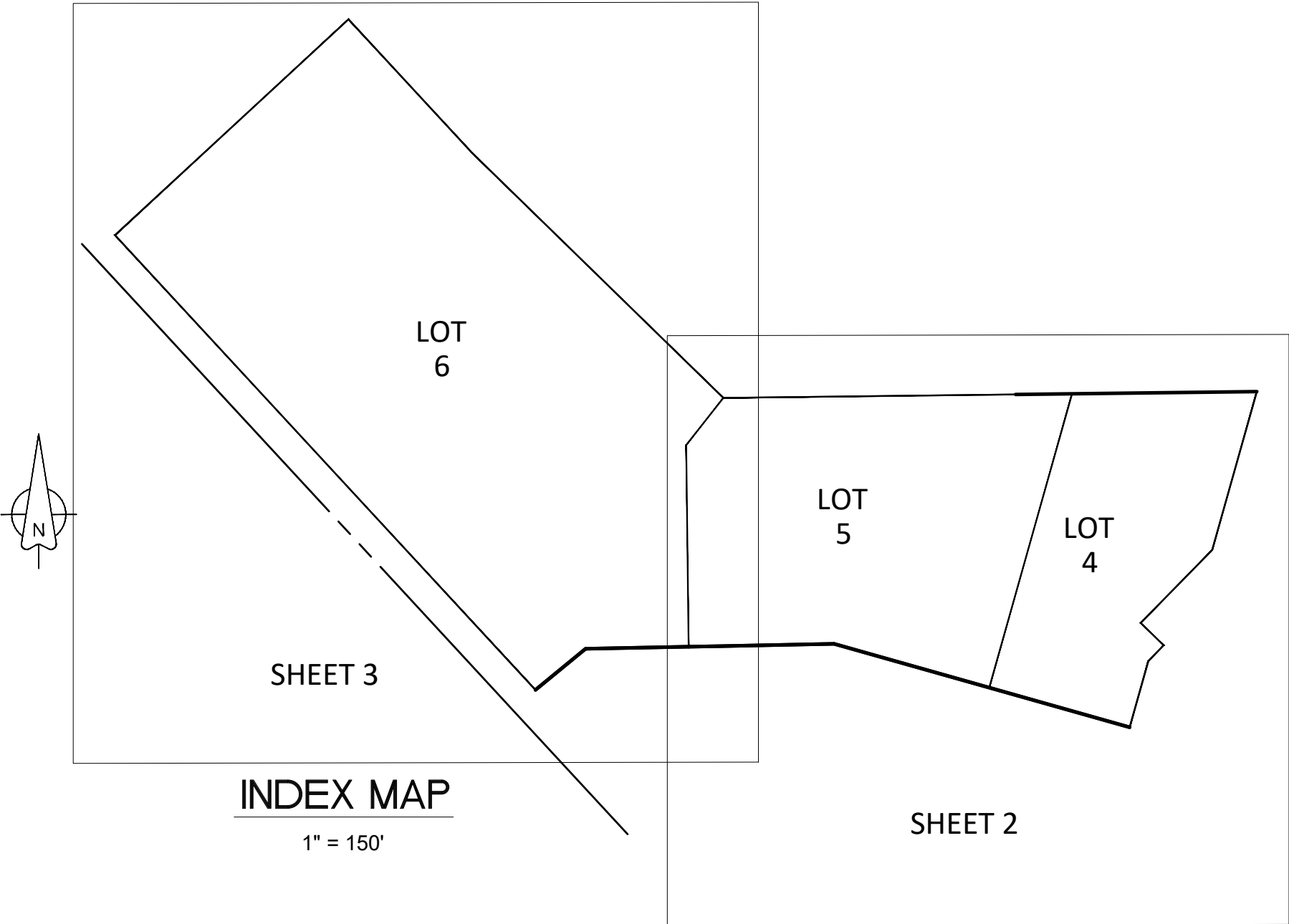
BY MARANA DEVELOPMENT SERVICES DIRECTOR DATE

BY PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT DATE

TOWN CLERK CERTIFICATION

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

BY CLERK OF THE TOWN OF MARANA DATE



OWNER:

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

OWNER:

TIA - REAL ESTATE HOLDINGS, L.L.C.  
677 N. WILMOT RD.  
TUCSON, AZ 85711

OWNER:

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

FLOOD ZONE DESIGNATION

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

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

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

I HEREBY CERTIFY THAT THE GEOMETRIC DESIGN AND DELINEATIONS OF THE REGULATORY FLOODPLAIN LIMITS, AS SHOWN, WERE PREPARED UNDER MY SUPERVISION.

JUSTIN R. EVINGER, P.E.  
PROFESSIONAL ENGINEER  
ARIZONA REGISTRATION NUMBER 47704

ASSURANCE

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

BY TOWN OF MARANA DATE

RECORDING DATA

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

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

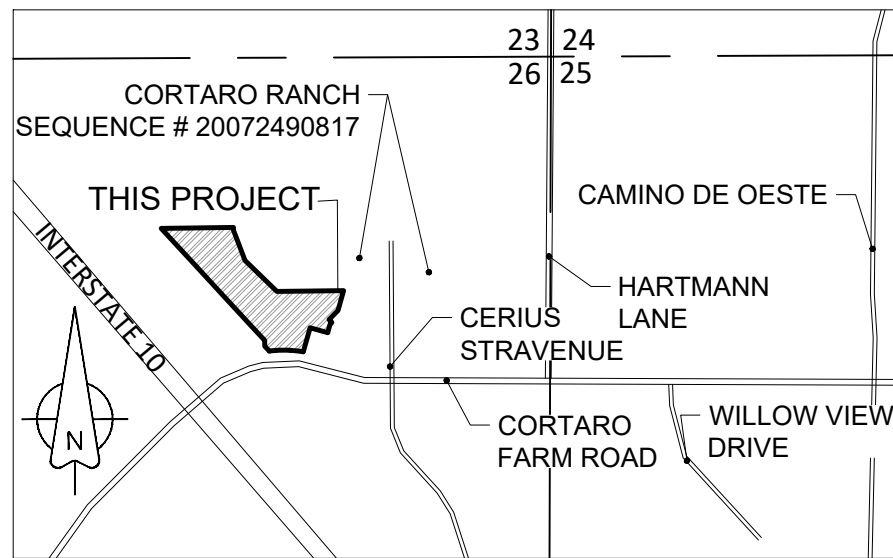
F. ANN RODRIGUEZ DATE  
PIMA COUNTY RECORDER BY DEPUTY

SURVEY CERTIFICATION

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

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

01/15/20  
DATE



LOCATION PLAN

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

DEDICATION

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

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

CORTARO COMMERCIAL JV, LLC.  
BY: JOHN G. THOMPSON, AN AUTHORIZED REPRESENTATIVE. DATE

STATE OF INDIANA )  
COUNTY OF VIGO ) SS

ON THIS DAY OF , 2020, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, JOHN G. THOMPSON, WHO ACKNOWLEDGED HIMSELF TO BE THE AUTHORIZED REPRESENTATIVE OF CORTARO COMMERCIAL JV, LLC, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR AND ON BEHALF OF THE L.L.C.

NOTARY PUBLIC MY COMMISSION EXPIRES:  
CORTARO RANCH COMMUNITY ASSOCIATION, INC.

BY: MANUEL EUGENIO, BOARD PRESIDENT DATE

STATE OF ARIZONA )  
COUNTY OF PIMA ) SS

ON THIS DAY OF JANUARY, 2020, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, MANUEL EUGENIO, WHO ACKNOWLEDGED HIMSELF TO BE THE BOARD PRESIDENT OF CORTARO RANCH COMMUNITY ASSOCIATION INC., AN ARIZONA NON-PROFIT CORPORATION, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR AND ON BEHALF OF THE CORPORATION.

NOTARY PUBLIC MY COMMISSION EXPIRES:  
TIA - REAL ESTATE HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

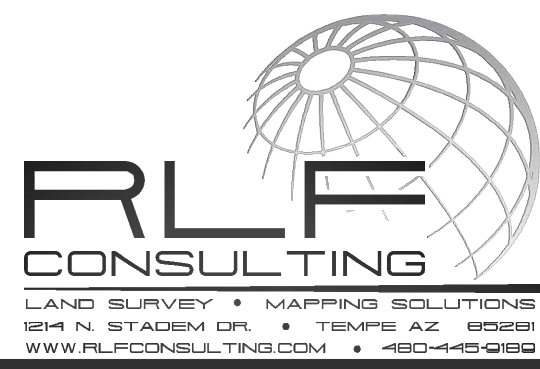
BY: DAVID JECK, M.D., AUTHORIZED MANAGER DATE

STATE OF ARIZONA )  
COUNTY OF PIMA ) SS

ON THIS DAY OF JANUARY, 2020, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, DAVID JECK, M.D., WHO ACKNOWLEDGED HIMSELF TO BE AUTHORIZED MANAGER OF TIA - REAL ESTATE HOLDINGS L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR AND ON BEHALF OF THE L.L.C.

NOTARY PUBLIC MY COMMISSION EXPIRES:

FINAL PLAT FOR  
CORTARO RANCH PHASE II LOTS 4 THROUGH 6  
BEING A RESUBDIVISION OF LOTS 4 THROUGH 6 OF CORTARO RANCH  
PHASE II LOTS 1 THROUGH 6 AND COMMON AREAS "A" AND "B", AS  
RECORDED IN SEQUENCE NUMBER 2019-1020080, LOCATED IN THE  
NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 12 SOUTH, RANGE  
12 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF  
MARANA, PIMA COUNTY, ARIZONA



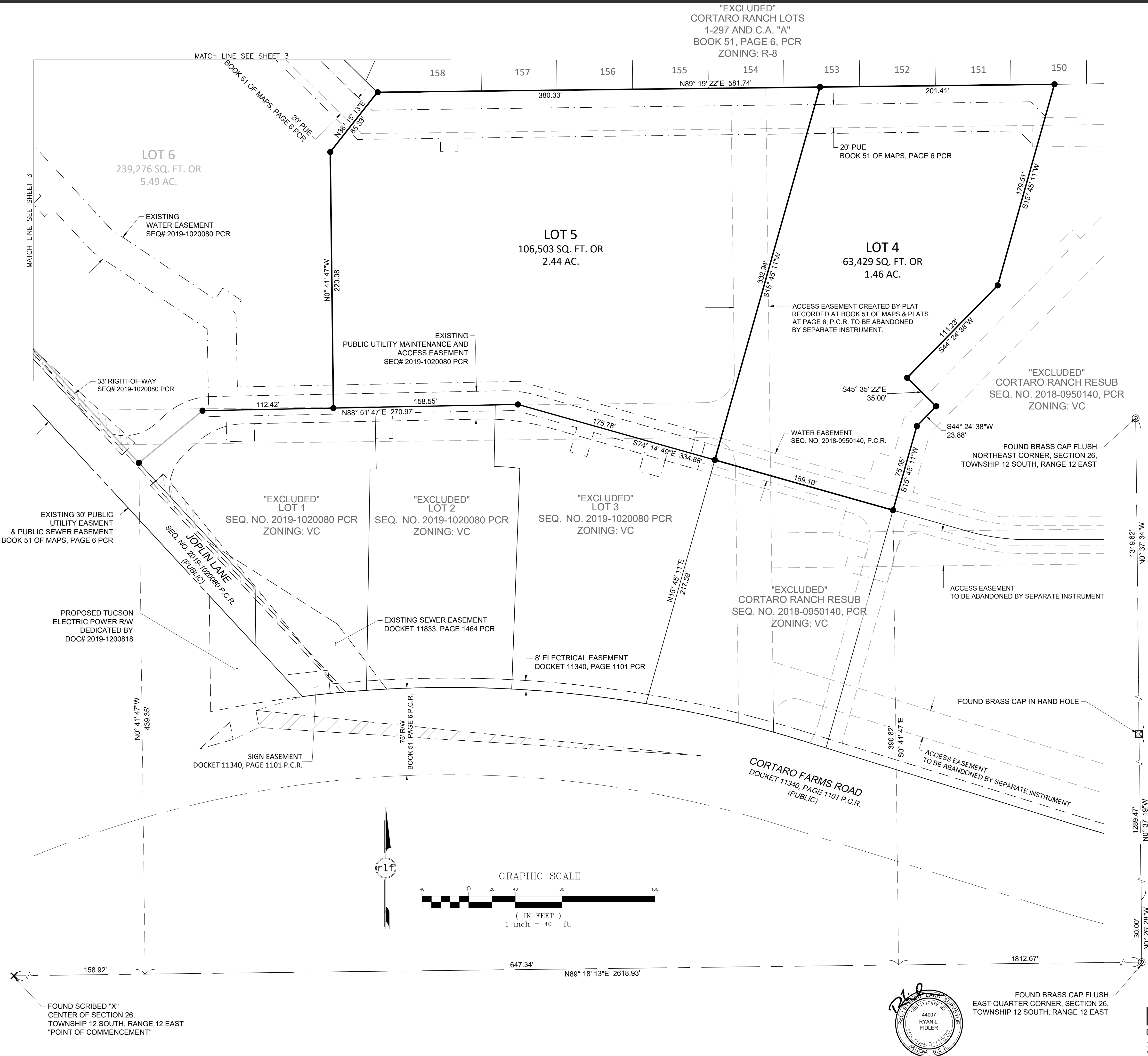
#PRV1909-005

REF: #PCZ1812-001  
DPR1810-001  
PRV1811-001

SHEET  
1 OF 3

JOB NO.: 09003088

SEQUENCE NUMBER



LEGEND

- |        |                         |   |                                   |
|--------|-------------------------|---|-----------------------------------|
| P.C.R. | PIMA COUNTY RECORDER    | ⊗ | FOUND BRASS CAP IN HAND HOLE      |
| P.U.E. | PUBLIC UTILITY EASEMENT | ⊙ | FOUND BRASS CAP FLUSH             |
| D/W    | DRIVEWAY                | ✕ | FOUND SCRIBED X                   |
| FZ     | FLOOD ZONE LINE         | ● | SET REBAR WITH CAP RLS#44007      |
| ~      | BREAKLINE               | △ | SET PK NAIL WITH WASHER RLS#44007 |
|        |                         | — | SECTION LINE                      |
|        |                         | — | BOUNDARY LINE                     |
|        |                         | — | ADJACENT BOUNDARY LINE            |
|        |                         | — | INGRESS/EGRESS EASEMENT LINE      |
|        |                         | — | WATER EASEMENT LINE               |
|        |                         | — | SEWER EASEMENT LINE               |
|        |                         | — | TIE LINE                          |

FINAL PLAT FOR  
CORTARO RANCH PHASE II LOTS 4 THROUGH 6  
BEING A RESUBDIVISION OF LOTS 4 THROUGH 6 OF CORTARO RANCH  
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NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 12 SOUTH, RANGE  
12 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF  
MARANA, PIMA COUNTY, ARIZONA

#PRV1909-005

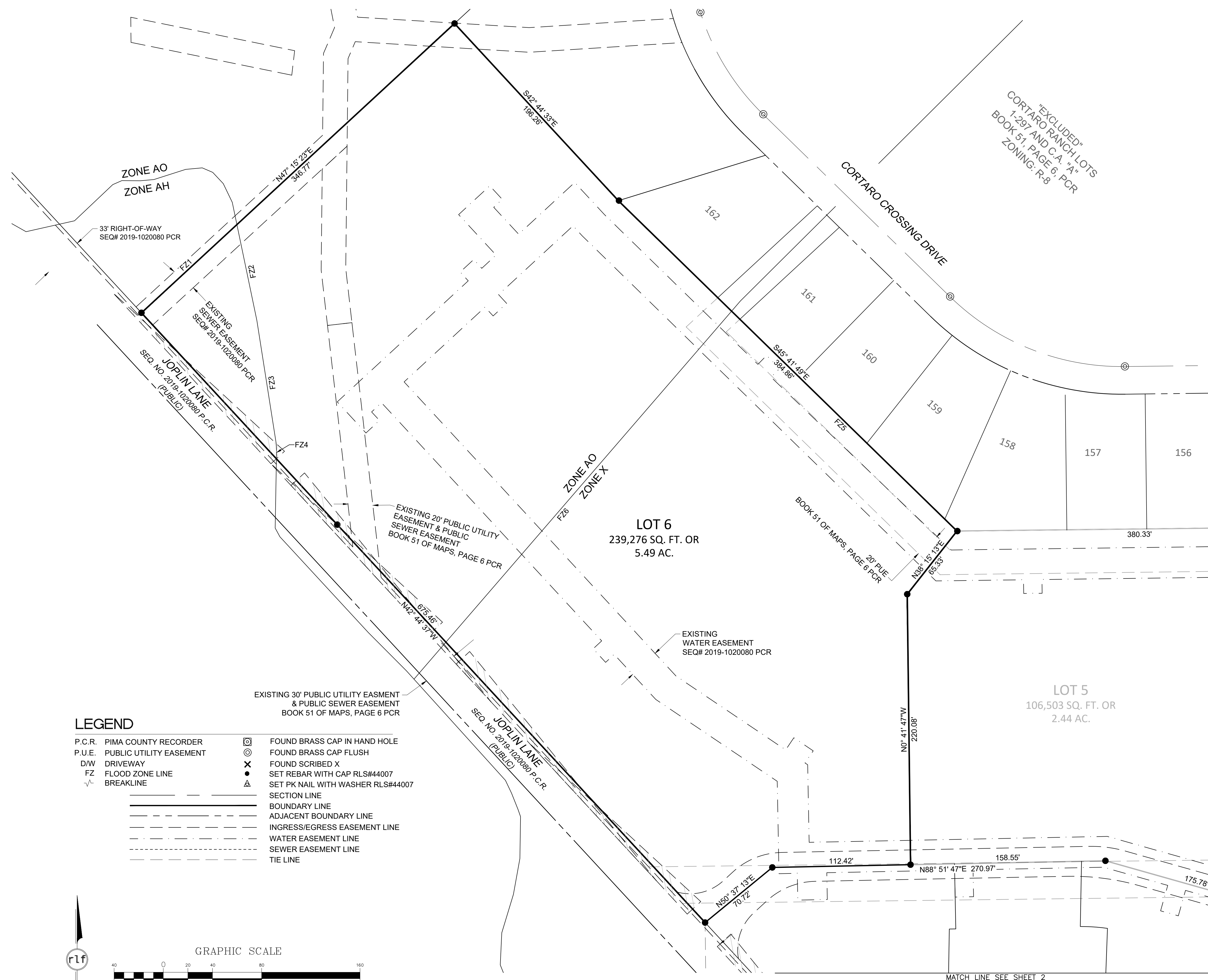
REF: #PCZ1812-001  
DPR1810-001  
PRV1811-001  
JOB NO.: 09003088

SHEET  
2 OF 3

SEQUENCE NUMBER \_\_\_\_\_

SEQUENCE NUMBER

| LINE TABLE |        |              |
|------------|--------|--------------|
| LINE       | LENGTH | BEARING      |
| FZ1        | 105.70 | N47° 15' 23" |
| FZ2        | 79.61  | S11° 45' 49" |
| FZ3        | 103.70 | S8° 55' 53"  |
| FZ4        | 10.14  | S1° 02' 03"  |
| FZ5        | 256.13 | N45° 41' 47" |
| FZ6        | 355.66 | S40° 47' 40" |



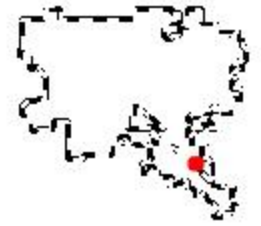
FINAL PLAT FOR  
CORTARO RANCH PHASE II LOTS 4 THROUGH 6  
BEING A RESUBDIVISION OF LOTS 4 THROUGH 6 OF CORTARO RANCH  
PHASE II LOTS 1 THROUGH 6 AND COMMON AREAS "A" AND "B", AS  
RECORDED IN SEQUENCE NUMBER 2019-1020080, LOCATED IN THE  
NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 12 SOUTH, RANGE  
12 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF  
MARANA, PIMA COUNTY, ARIZONA

#PRV1909-005

REF.:#PCZ1812-001

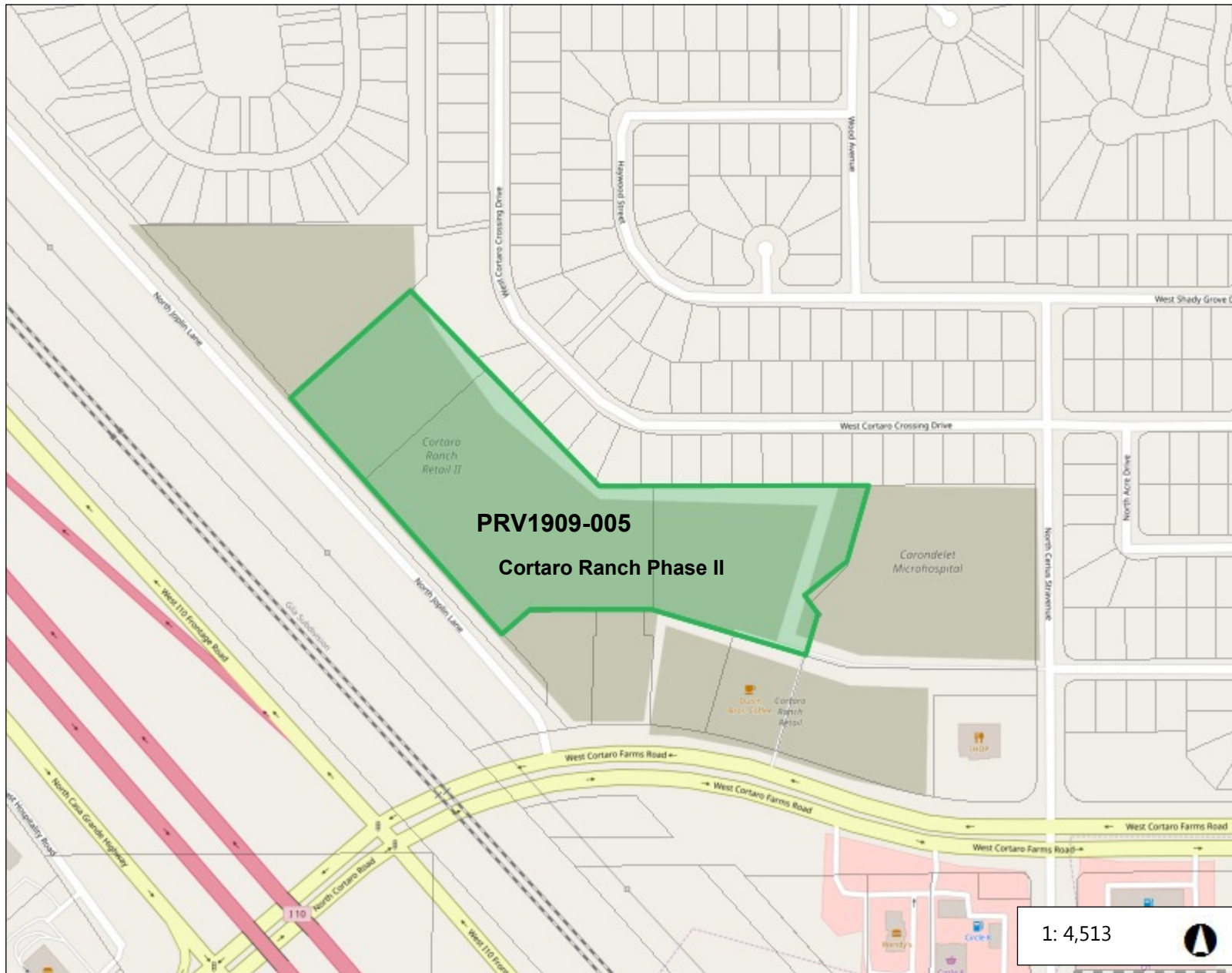
SHEET  
3 OF 3

JOB NO.: 09003088



### Legend

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



0.1 0 0.07 0.1 Miles

### Notes



MARANA PLANNING COMMISSION  
REGULAR COMMISSION MEETING  
11555 W. Civic Center Drive, Marana, Arizona 85653  
MPD Community Room, December 18, 2019, at or after 6:30 P.M.

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

**ADMINISTRATIVE SUMMARY**

**CALL TO ORDER**

**Chairman Schnee** called the meeting to order at 6:30 p.m.

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

**ROLL CALL**

**Chairman Schnee** directed the Commission Secretary to call roll. All Commission Members were present. A quorum was present. Commissioner Hill arrived at 6:37 p.m.

**CALL TO THE PUBLIC**

**Chairman Schnee** opened the meeting to receive public comments. No comments were offered by the public.

**APPROVAL OF AGENDA**

***Motion to move Action Item PRV1909-005 Final Plat for Cortaro Ranch Phase II Lots 4 through 6, first on the agenda by Chairman Schnee. Motion to approve the amended agenda approve by Vice Chair Duncan, seconded by Commissioner Fehrmann. Passed unanimously.***

**ANNOUNCEMENTS**

## GENERAL ORDER OF BUSINESS

Approval of the Regular Planning Commission Meeting Minutes of November 20, 2019.  
***Motion to approve by Commissioner Fehrmann, seconded by Commissioner Tyson. Passed unanimously.***

## COMMISSION ACTION

**1. PRV1909-005 Final Plat for Cortaro Ranch Phase II Lots 4 through 6;** A request for recommendation to the Marana Town Council for approval of a final plat for a 3-lot commercial subdivision generally located north of Cortaro Farms Road and west of Cerius Stravenue within a portion of Section 26, Township 12 South and Range 12 East. (Brian D. Varney)

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

## PUBLIC HEARINGS

**1. PCZ1905-001 Amendment to the Uptown at Marana Specific Plan;** A request for recommendation to the Marana Town Council for approval of a proposed comprehensive amendment to the Uptown at Marana Specific Plan including revisions to the mixture of allowable land uses, the Conceptual Land Use Plan, and the associated development standards. The specific plan applies to approximately 205 acres of property generally located west of Interstate 10, north of Marana Road, and east of Sanders Road in a portion of Section 21, Township 11S, Range 11E. (Brian Varney)

**Chairman Schnee** opened the public hearing. No comment was offered.

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

## INFORMATIONAL ITEMS/POSSIBLE ACTION ITEMS

**Land Development Code Update – Zoning;** A presentation and discussion regarding proposed revisions to Title 5 (Zoning) of the Marana Land Development Code, the replacement of Title 5 (Zoning) by Chapter 17-4 (Zoning) in the Marana Town Code and a proposed Town-wide rezoning initiative following the adoption of a new zoning Code. (Steven Cheslak)

## FUTURE AGENDA ITEMS

## ADJOURNMENT

**Chairman Schnee** asked for a motion to adjourn the meeting.

***Motion to adjourn the meeting by Vice Chair Duncan, seconded by Commissioner Fehrmann. Passed unanimously.*** Meeting adjourned at 7:41pm.

## CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Planning Commission meeting held on December 18, 2019. I further certify that a quorum was present.

  
\_\_\_\_\_  
Terri Byler, Commission Secretary



## PROJECT APPLICATION

### PROJECT INFORMATION

Project Name: Final Plat Cortaro Ranch Phase II Lots 4 through 6

Description of Project: re-plat of Lots 4, 5 and 6

Number of Lots: 3

Parcel No.(s): Lot 4, Lot 5 and Lot 6 per Sequence No. 2019-1020080 P.C.R.

Gross Area (Acres): 9.39

Project Address: NWC of Cerius Stra and Cortaro Farms Road

Ref. Project No.: 154004

### CONTACT INFORMATION

**Owner:** Cortaro Commercial JV LLC

Contact Name: Andrew Call

Address: 901 Wabash Avenue, Ste. 300

City: Terre Haute

State: IN

Zip: 47807

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

Phone No.: (602) 313-8633

**Applicant:** Beck Consulting Engineers, Inc.

Contact Name: Justin Evinger

Address: 2942 N. 24th Street, Ste. 114

City: Phoenix

State: AZ

Zip: 85016

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

Phone No.: (602) 810-2975

**Consultant/Engineer:** same as applicant

Contact Name:

Address:

City:

State:

Zip:

Email:

Phone No.:

### OWNER/APPLICANT AUTHORIZATION

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

Justin Evinger

Justin Evinger

Digitally signed by Justin Evinger  
Date: 2019.09.18 11:34:33 -0700

9/18/2019

Applicant Name (PRINT)

Signature

Date

### FOR OFFICIAL USE ONLY

Project No. PRV 1909-005

Date Received 9/23/19

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

Revision Date 1/26/2017



**Council-Regular Meeting**

**C4**

**Meeting Date:** 01/21/2020

**To:** Mayor and Council

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

**Date:** January 21, 2020

**Subject:** Approval of the December 17, 2019 Regular Council Meeting Summary Minutes and the December 10, 2019 Special Council Meeting Summary Minutes (Cherry L. Lawson)

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**Attachments**

Regular Council Meeting Summary Minutes 12/17/2019

Special Council Meeting Summary Minutes, 12/10/2019

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## **AMENDED 12/16/2019 11:15 AM**

### **MARANA TOWN COUNCIL REGULAR COUNCIL MEETING**

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

### **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, Roxanne Ziegler 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**

*Council Member Bowen moved and Council Member Kai second the motion to approve the agenda. Motion passes, 7-0.*

#### **CALL TO THE PUBLIC**

**David Lutz** provided comments on the Make Marana General Plan 2040 and thanked Mayor Honea and Council for saving the Tortolita Mountain Preserve, and its decision on December 10.

**David Morales** presented the Kai Family Foundation with an award plaque from the Chapter 4 DAV volunteer organization. The plaque reads as follows: *Kai Family Foundation in Recognition of Appreciation to Chapter 4 DAV.*

## **PROCLAMATIONS**

**P1** Proclamation honoring the dedicated service of Daniel Sample, retiring Marana Motor Officer, for his 31 years of service to the Marana Community (Cherry L. Lawson)

**Town Clerk Cherry Lawson** read the proclamation into the record as follows below:

### **PROCLAMATION Honoring Daniel Sample Marana Motor Officer**

**WHEREAS, Daniel (Dan) Sample** graduated from the Pima County Reserve Officer Academy in June 1988, hired as a Reserve Officer in October 1987 until November 1988, and later hired as a full-time Officer; and

**WHEREAS,** during his career, Dan Sample served in various roles within the Marana Police Department including: a Detective in MANTIS, the HITDA Drug Task Force; a Detective in the AZ GITEM, the DPS Gang Task Force; a Motor Officer, Motor Instructor, Field Training Officer, and was instrumental in the development of the Pima County Regional Motor Academy; and

**WHEREAS,** in 2003, Dan served in the Marana Police Department's only mounted horse unit, graduating in October 2003 from the Basic Mounted Police School in Scottsdale, AZ; and

**WHEREAS,** Dan was instrumental in the department's involvement in the Special Olympics Law Enforcement Torch Run helping to plan the Annual Team Roping events that raised thousands of dollars; and

**WHEREAS,** Officer Dan Sample retires as a Marana Motor Officer on December 20, 2019, and will continue spending time enjoying his children: Cameron, Conner, and Kyra as well as his friends. He will continue riding and taking care of his horses and spending time at his property in the White Mountains.

**NOW, THEREFORE BE IT RESOLVED,** the Mayor and Council of the Town of Marana commend and thank "**Officer Daniel Sample**" for his 31 years of service to the Marana community and encourage citizens to join them in congratulating him on his retirement.

Dated this 17<sup>th</sup> day of December, 2019.

## MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

## MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

## PRESENTATIONS

## CONSENT AGENDA

**C1** Resolution No. 2019-121: Relating to Development; approving a release of assurances for Gladden Farms Blocks 40 & 41 Lots 1 through 119 and accepting public improvements for maintenance (Keith Brann)

**C2** Resolution No. 2019-122: Relating to Development; approving and authorizing the Mayor to sign the Fourth Amendment to the Gladden Farms II Development Agreement (Frank Cassidy)

**C3** Resolution No. 2019-123: Relating to Police Department; approving and authorizing the Town Manager to execute two Subrecipient Agreements (#170422-02 and #170422-03) with the Arizona Department of Homeland Security for purposes of receiving reallocated funds under the FFY2017 Operation Stonegarden Grant Program (Kristin Taft)

**C4** Approval of Summary Minutes of the December 3, 2019 Regular Council Meeting, and December 3, 2019 Special Council Meeting (Cherry Lawson)

*Council Member Ziegler moved and Council Member Kai second the motion approving the Consent Agenda. Motion passes, 7-0.*

## LIQUOR LICENSES

## BOARDS, COMMISSIONS AND COMMITTEES

## COUNCIL ACTION

**A1** PUBLIC HEARING: Ordinance No. 2019.024: Relating to Development; amending Marana Town Code Title 17 (Land Development) by revising Section 17-6-14 (medical marijuana dispensary) to extend the permissible hours of operation for medical marijuana dispensaries from the current hours of 7:00 a.m. to 7:00 p.m. to 7:00 a.m. to 10:00 p.m. (Cynthia Ross)

[7:21 PM Minutes:] **Mayor Honea** open the public hearing.

**Senior Planner Cynthia Ross** provided an overview of this item stating Golden Leaf Wellness located at 5390 has submitted an application to amend the Marana

Development Code relating to permissible hours of operation. The applicant is requesting the hours of operation for the two dispensaries be extended to 10 p.m. Golden Leaf Wellness cites extending the hours would allow them to compete with neighboring community dispensaries that are opened until 10 p.m. The Planning Commission at the November 20, 2019 voted to recommend adoption of the amendment to the Town Code extending the hours of medical marijuana dispensaries to 10 p.m. She indicated that she does not have a recommendation for this item. She deferred to Council for its motion on the item.

[7:22 PM Minutes:] **Mayor Honea** closed the public hearing as there were no comments offered.

[7:22 PM Minutes:] **Mayor Honea** reopened the public hearing to allow **Council Member Comerford** an opportunity to ask a question.

**Council Member Comerford** asked whether town staff sought approval by the police department. **Ms. Ross** replied that the town had consulted with the police department prior to bringing this item forward.

[7:22 PM Minutes:] **Mayor Honea** closed the public hearing.

*Council Member Ziegler motion and Vice Mayor Post second the motion approving Ordinance No. 2019.024. Motion passes, 6-1 (Comerford – Nay)*

**A2** Resolution No. 2019-124: Relating to Parks and Recreation; approving and authorizing the Mayor to sign an intergovernmental agreement between the Pima County Flood Control District and the Town of Marana for the El Rio Preserve Bank Protection Project (Frank Cassidy)

*Council Member Bowen moved and Vice Mayor Post second the motion approving Resolution No. 2019-124. Motion passes, 7-0.*

**A3** Resolution No. 2019-126: Relating to the Marana Regional Airport; approving and authorizing the Mayor to execute a Lease Agreement with The Boeing Company for the lease of real property located at the Marana Regional Airport, 11700 West Avra Valley Road (Jane Fairall)

*Council Member Kai moved and Council Member Ziegler second the motion approving Resolution No. 2019-126. Motion passes, 7-0.*

## ITEMS FOR DISCUSSION / POSSIBLE ACTION

**D1** Resolution No. 2019-125: Relating to Intergovernmental Relations; adopting a 2020 Town of Marana Legislative Program and authorizing and directing those authorized to

lobby on behalf of the Town of Marana to represent and pursue it (Heath Vescovi-Chiordi)

*Council Member Bowen moved and Council Member Ziegler second the motion approving Resolution No. 2019-125. Motion passes, 7-0.*

~~D2 Relating to Development: Discussion of required contents of the Villages of Tortolita Community Facilities District formation application (Yiannis Kalaitzidis)~~

**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 at this time.

## EXECUTIVE SESSIONS

**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) for discussion of Town Council and Town Manager relationship.*

[7:31 PM Minutes:] **Mayor Honea** asked for a motion to go into Executive Session for the purpose stated in Item E2.

*Council Member Bowen moved and Vice Mayor Post second the motion to enter into an Executive Session Meeting for the purpose stated in Item E2. Motion passes, 7-0.*

[11:12 PM Minutes:] **Mayor Honea** resumed the Regular Council Session Meeting.

## FUTURE AGENDA ITEMS

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

## ADJOURNMENT

**Mayor Honea** asked for a motion to adjourn the meeting.

*Vice Mayor Post moved and Council Member Officer second the motion to adjourn the meeting. Motion passes, 7-0. Meeting adjourned at 11:13 PM.*

#### **CERTIFICATION**

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on December 17, 2019. I further certify that a quorum was present.

---

Cherry L. Lawson, Town Clerk

DRAFT



MARANA TOWN COUNCIL  
SPECIAL COUNCIL MEETING  
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653  
Council Chambers, Tuesday, December 10, 2019, at or after 6:00 PM

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

SUMMARY MINUTES

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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 (arrived: 6:21 PM), Roxanne Ziegler 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 Bowen second the motion approving the agenda as presented. Motion passes, 6-0.*

COUNCIL ACTION

**A1 PUBLIC HEARING: Resolution No. 2019-120:** Relating to Development; adopting the Marana 2040 General Plan and calling an election to be conducted in conjunction with the

anticipated primary election to be held August 4, 2020, for voter ratification of the Marana 2040 General Plan (Jason Angell)

[6:02 PM Minutes]

**Mayor Honea** opened the public hearing to receive public testimony on this item.

**Development Director Jason Angell** provided a PowerPoint presentation overview on the Make Marana 2040 General Plan. Below is an overview of the presentation. *(A copy of this PowerPoint Presentation is on file in the Town Clerk's Office and is available on the town's website.)*

### **Agenda**

- Project Overview
- Public Engagement
- Plan Organization
- Plan Commission Hearings and Recommendation
- Additional Considerations
- Next Steps

### Project Overview: What is the General Plan?

- The General Plan is:
  - o Long Term
  - o Comprehensive
  - o General
- The General Plan Provides:
  - o Vision for the future
  - o Guidance through goals, policies and implementation strategies:
    - Existing Neighborhoods
    - New Growth
    - Town Investment
- Planning Hierarchy
  - o General Plan
    - Broad and generally addresses land use categories, density ranges, goals and policies for development
  - o Zoning and Corridor Plans
    - Specific zoning categories and regulations addresses lot sizes, setbacks, heights and specific uses
  - o Site Plan
    - Compliance with zoning district standards and site layout
  - o Building Plans
    - Detailed building floor plans and architectural details for compliance with Building Codes
  - o Certificate of Occupancy

- Inspections, Licenses for compliance with approved detailed plans
- Arizona Requirements
  - Arizona State Law (Arizona Revised Statutes (ARS) Title 9, Chapter 4, Article 6)
    - Update every 10 years
    - 17 Elements required of cities more than 50,000 people
  - Proposed General Plan: 19 elements
    - 17 State required elements
    - 2 Elective or non-required elements
  - Requires update every 10 years
- Map Atlas (Existing Conditions)
  - Project Deliverables 2-Documents:
    - Map Atlas (Existing Conditions)
    - General Plan
  - Assessment of Marana's existing conditions
  - Illustrative book of maps and data
  - Background information for the General Plan
  - Introduction
    - Overview
    - Setting
    - History
  - Built Environment
    - Land Use
    - Circulation
    - Housing
  - People & Community
    - Demographics
    - Economy
    - Parks & Recreation
    - Arts & Culture
  - Resources & Sustainability
    - Conservation
    - Open Space
    - Water Resources
    - Energy
- Public Engagement: Public Participation Plan
  - Involve all members of the community
  - Enable continuous and constructive communication throughout the process
  - Builds consensus and obtains buy-in
  - Supports future implementation efforts
  - Create a community-based General Plan

- Engagement Events: Over 60 Events
  - o Interviews
  - o Focus Groups
  - o Community Groups (Chambers, SAHBA)
  - o Interactive Workshops
  - o Open House events
  - o Community Events
  - o Citizens' Forum
  - o Advisory Committee Meetings
  - o Commission Updates
  - o Council Updates
- Issues and Opportunities
  - o Top Opportunities
    - Quality Housing
    - Open Space / Natural Resources
    - Opportunity for Trail Connectivity
    - Room for Growth
    - Development of Downtown
  - o Top Issues
    - Lack of public transportation
    - Lack of housing diversity
    - Lack of entertainment, retail and dining
    - Lack of development north of Twin Peaks Road and West of I-10
- Scenario Planning Exercise
  - o Land Use:
    - Higher densities and intensities located along Tangerine Road
    - Mixed use near Tangerine
  - o Transportation:
    - New I-10 interchange at Moore Road
    - New roadways connecting Dove Mountain to I-10
    - Extending the trail system along the Santa Cruz River
    - Looped transit route extensions
  - o Policy Alternatives Exercise
  - o Public Comment (60 day review): 189 Total Comments
    - 77 unique commenters
    - 7 agency comments
      - Eloy, Oro Valley, PAG, Pima County, Coalition for Sonoran Desert Protection, SAHBA and AZ State Land Department
    - By Topic
      - 82 (43%) comments on ASLD
      - 17 (9%) comments not applicable to the General Plan
      - 15 (8%) Technical edits

- 13 (7%) Conservation
  - 12 (6%) Water
  - 10 (5%) Roadways and secondary connection to Dove Mountain
- ASLD Breakdown (82 comments)
  - 38 (46%) General
  - 27 (24%) Oro Valley property
  - 17 (21%) Tortolita property
- By Theme
  - 104 (55%) on Built Environment Theme
  - 45 (24%) on Resources and Sustainability
  - 18 (10%) on People and Community
- o State Land Discussion: Arizona State Land
  - 17 (21%) comments on Tortolita property
    - Prefer property remain “undisturbed”
    - Oppose use of special planning requirements for future development
  - State Land in Marana
    - 98 square miles
    - 20 (20%) designated SPA
  - ASLD Lease Area
    - 2,399 acres of land owned by the Arizona State Land Department leased to Marana
    - The lease has a 99-year term ending in 2099
  - Special Planning Area
    - Offers MORE PROTECTION with definitive requirements
    - Now requires Specific Plan with detailed planning, engineering, and site design, including
    - Detailed plan for conservation, preservation, natural vegetation, drainage, and wildlife corridors
  - General plans; open space designation (A.R.S. 9-461.06 Paragraph N)
    - In applying an open space element or a growth element of a general plan a municipality shall not designate private land or state trust land as open space, recreation, conservation or agriculture unless the municipality receives the written consent of the landowner or provides an alternative, economically viable designation in the general plan or zoning ordinance, allowing at least one residential dwelling per acre. If the landowner is the prevailing party in any action brought to enforce this subsection, a court shall award fees and other expenses to the landowner. A municipality may designate land as open space without complying with the requirements of this subsection if the land was zoned as open space and used as a

golf course pursuant to a zoning ordinance adopted pursuant to article 6.1 of this chapter before May 1, 2000 and the designation does not impose additional conditions, limitations or restrictions on the golf course, unless the land is state trust land that was not planned and zoned as open space pursuant to title 37, chapter 2, article 5.1.

- Plan Organization: Make Marana Plan Obligations
  - o Built Environment Elements
    - Land Use
    - Housing
    - Circulation
    - Bicycling
    - Growth
    - Cost of Development
    - Public Services and Facilities
    - Public Buildings
  - o People & Community Elements
    - Economic Vitality\*
    - Public Safety
    - Recreation
    - Arts & Culture\*
    - Neighborhood Preservation and Revitalization
    - Conservation, Rehabilitation, and Redevelopment
    - Elective Elements
  - o Resources & Sustainability Elements
    - Open Space
    - Water Resources
    - Environmental Planning
    - Conservation
    - Energy
  - o Obligated Plans (20 New or Updated Plans + Specific Plan Requirement)
    - Built Environment Plans
      - New Area Plans
        - o I-10 and Pinal Airpark Road Area Plan
        - o Marana Regional Airport Area Plan
        - o Downtown Marana Area Plan and Urban Design Study
      - New Master Plans
        - o Tourism Master Plan
        - o Water and Wastewater System Master Plan
      - Plan Updates
        - o Transportation Master Plan
        - o Potable Water Master Plan

- Other New Plans
  - o Specific Plan required for Special Planning Areas
- People & Community Plans
  - New Master Plans
    - o Cultural Resources Master Plan
    - o Town Neighborhood Preservation Code
  - Plan Updates
    - o Marana Parks & Recreation Master Plan
  - Other New Plans
    - o Transportation Logistics Marketing Plan
    - o Housing Needs Assessment
    - o Public Safety Strategic Plan
  - New Master Plans
    - o Open Space and Wildlife Conservation Master Plan
    - o Water and Wastewater System Master Plan
  - Plan Updates
    - o Trails as part of Parks & Recreation Master Plan
    - o Santa Cruz River Corridor Master Plan
    - o Storm Water Master Plan
  - Other New Plans
    - o Energy Strategic Plan
    - o Drought Management Plan
- PC Hearing #1
  - October 30, 2019
  - 15 + people in attendance
  - 8 Speakers
  - Topics Raised
    - o Preserve designation and future planning of State Land
    - o Hearing #1 premature and more time requested to review the draft plan.
    - o Provide secondary access to/from Dove Mountain
    - o Allow appropriately located/scaled residential in Employment
- PC Hearing #2
  - November 20, 2019
  - 150 + people in attendance
  - 53 Speakers
  - Topics Raised
    - o Preserve designation and future planning of State Land
    - o Provide secondary access to/from Dove Mountain
    - o Allow appropriately located/scaled residential in employment

- o Public was not made aware of the process
- Planning Commission Recommendation
  - o Motion to recommend Council adoption of the Marana 2040 General Plan Major Amendment, to include:
    - Staff recommended changes - #1 through #4, with changes
    - Under #4, bullet 3 of the staff recommended changes, include page 2-15 and delete "support for."
    - In #1 of the staff recommended changes, replace "ASLD Lease Area" with "Tortolita Preserve."
  - o On the FLU map, change the Tortolita Preserve area to a different shade of the same State Land color, so it stands out a little bit.
- Additional Considerations: Clarifying Planning Commission Recommendation
  - o Amendments
    - Major General Plan Amendment **required** for any future land use change to the Tortolita Preserve
    - Special Planning Area (2010 Future Land Use)
    - 2040 Future Land Use (No Special Planning Area)
- Next Steps
  - o Project Schedule

**Mr. Angell** stated if the Council feel is appropriate this evening we would ask that you part of the plan by adopting the resolution that is before you this evening the date is established would be the voter ratification date in which this would be before the voter the council feels that significant changes or substantial changes are necessary we would continue this item for a future date for consideration to allow staff to make the appropriate changes at that time.

**Mayor Honea** stated he would do something that is a little irregular as the **Planning Commission Chair Schnee** did it and it worked well for him. He has spoken with the Town Attorney and Town Manager ahead of his motion.

*Mayor Honea moved and Vice Mayor Post second the motion to do away with the SPA (Special Planning Area) period on all state land, all state land property will be zoned LDR (Low Density Residential) that would be two rack or less and includes the information Mr. Angell provided relating to TP in the matrix; there are three pieces of state land specifically; the 885 not located in town, but it is located within Marana's planning area; to place a designation over it. The County can supersede this if it is not incorporated into one of Marana's communities. The 8,000 acres around the preserves that will all be LDR exactly as the Planning Commission deemed it, open space for perpetuity in its exact location. The third state land piece is located in Pinal County on a piece of land the town is working to annex in order to the airpark so to create jobs for our region and it should be designated to what is deemed appropriate by Pinal County and would transition into Marana's zone.*

**Mayor Honea** requested a roll call vote of the Council, and **Town Clerk Cherry Lawson** called the roll.

**Ayes:** **Mayor Honea, Vice Mayor Post, Council Members Comerford, Bowen, Kai, Officer and Ziegler.**

**Nays:** **None**

**Motion passes unanimously, 7-0.**

The following persons provided testimony during the public hearing in support of the 2040 General Plan as amended by a motion of the Council.

**Carolyn Campbell**  
**Frank Morgano**  
**Michael Evans**  
**George Jameson**  
**Susan Roden**

**Barbara Rose**  
**Lloyd Kirsch**  
**John F. Cicotte**  
**Shanti Devi**  
**Denise Baldwin**

**Greg Gaul**  
**Mark Johnson**  
**Steve Dolan**  
**Karen Kansfield**  
**Alyssa Page**

[7:28 PM Minutes:]

**Mayor Honea** closed the Public Hearing.

**Mr. Cassidy** stated the Council has not adopted the resolution, and still needs to take action on it.

***Mayor Honea moved and Vice Mayor Post second the motion to adopt Resolution No. 2019-120 with the noted changes. Motion passes, 7-0.***

## **EXECUTIVE SESSIONS**

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

## **FUTURE AGENDA ITEMS**

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

## ADJOURNMENT

*Vice Mayor Post moved and Council Member Bowen second the motion to adjourn the meeting. Motion passes, 7-0. Meeting adjourned at 7:35 PM.*

## CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes for the Special Session Meeting of the Marana Town Council meeting held on December 10, 2019. I further certify that a quorum was present.

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Cherry L. Lawson, Town Clerk



## **Council-Regular Meeting**

L1

**Meeting Date:** 01/21/2020

**To:** Mayor and Council

**Submitted For:** Cherry L. Lawson, Town Clerk

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

**Date:** January 21, 2020

**Strategic Plan Focus Area:**  
Not Applicable

**Subject:** Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for Acquisition of Control of a series #012 Restaurant liquor license submitted by Kevin Arnold Kramber on behalf of Bisbee Breakfast Club, located at 4131 W. Ina Road, Tucson, Arizona 85741 (Cherry L. Lawson)

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### **Discussion:**

This application is for a series #012 Restaurant liquor license at 4131 W. Ina 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 a Multi-License Acquisition of Control liquor license application submitted by Kevin Arnold Kramber on behalf of Bisbee Breakfast Club, located at 4131 W. Ina Road, Tucson, Arizona 85741.

OPTION 2: I move to adopt and submit to the DLLC an order recommending disapproval of a Multi-License Acquisition of Control liquor license application submitted by Kevin Arnold Kramber on behalf of Bisbee Breakfast Club, located at 4131 W. Ina Road, Tucson, Arizona 85741.

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### **Attachments**

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

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**State of Arizona**  
**Department of Liquor Licenses and Control**

Created 11/20/2019 @ 11:01:47 AM

Local Governing Body Report

**LICENSE**

Number: 12104526                      Type: 012 RESTAURANT  
Name: BISBEE BREAKFAST CLUB  
State: Pending  
Issue Date:                                      Expiration Date: 09/30/2020  
Original Issue Date: 10/19/2017  
Location: 4131 W INA ROAD  
            TUCSON, AZ 85741  
            USA  
Mailing Address: 4131 W INA ROAD  
                    TUCSON, AZ 85741  
                    USA  
Phone: (520)579-7495  
Alt. Phone: (206)323-0813  
Email:

Currently, this license has pending applications.

**AGENT**

Name: TERRY JAY KYTE *Kevin Arnold Kramber* (AP)  
Gender: Male  
Correspondence Address: [REDACTED]  
[REDACTED]  
[REDACTED]  
Phone: [REDACTED]  
Alt. Phone:  
Email: [REDACTED]

**OWNER**

Name: INA BREAKFAST CLUB I LLC  
Contact Name: KEVIN ARNOLD KRAMBER  
Type: LIMITED LIABILITY COMPANY  
AZ CC File Number: L16995867                      State of Incorporation: AZ  
Incorporation Date: 08/11/2011  
Correspondence Address: [REDACTED]  
[REDACTED]  
[REDACTED]  
Phone: [REDACTED]  
Alt. Phone:  
Email: [REDACTED]

**Officers / Stockholders**

| Name: | Title: | % Interest: |
|-------|--------|-------------|
|-------|--------|-------------|

|                             |                 |       |
|-----------------------------|-----------------|-------|
| CHRISTOPHER AARON REECE     | MEMBER          | 25.00 |
| TERRY JAY KYTE              | MANAGING MEMBER | 25.00 |
| TREVOR ALLEN KYTE           | MEMBER          | 10.00 |
| PATRICK JOSEPH MC CONAUGHEY | MEMBER          | 10.00 |
| TOBIN BRUCE KYTE            | MEMBER          | 10.00 |
| WALTER BRENT KYTE           | MEMBER          | 10.00 |

#### INA BREAKFAST CLUB I LLC - MEMBER

Name: WALTER BRENT KYTE  
 Gender: Male  
 Correspondence Address: [REDACTED]  
 [REDACTED]  
 [REDACTED]  
 Phone: [REDACTED]  
 Alt. Phone:  
 Email: [REDACTED]

#### INA BREAKFAST CLUB I LLC - MEMBER

Name: CHRISTOPHER AARON REECE  
 Gender: Male  
 Correspondence Address: [REDACTED]  
 [REDACTED]  
 [REDACTED]  
 Phone: [REDACTED]  
 Alt. Phone:  
 Email: [REDACTED]

#### INA BREAKFAST CLUB I LLC - MEMBER

Name: TREVOR ALLEN KYTE  
 Gender: Male  
 Correspondence Address: [REDACTED]  
 [REDACTED]  
 [REDACTED]  
 Phone: [REDACTED]  
 Alt. Phone:  
 Email: [REDACTED]

#### INA BREAKFAST CLUB I LLC - MEMBER

Name: PATRICK JOSEPH MC CONAUGHEY  
 Gender: Male  
 Correspondence Address: [REDACTED]  
 [REDACTED]  
 [REDACTED]  
 Phone: [REDACTED]  
 Alt. Phone:  
 Email: [REDACTED]

**INA BREAKFAST CLUB I LLC - MANAGING  
MEMBER**

Name: TERRY JAY KYTE  
Gender: Male  
Correspondence Address: [REDACTED]  
[REDACTED]  
[REDACTED]  
Phone: [REDACTED]  
Alt. Phone:  
Email: [REDACTED]

**INA BREAKFAST CLUB I LLC - MEMBER**

Name: TOBIN BRUCE KYTE  
Gender: Male  
Correspondence Address: [REDACTED]  
[REDACTED]  
[REDACTED]  
Phone: [REDACTED]  
Alt. Phone: [REDACTED]  
Email: [REDACTED]

|                                       |
|---------------------------------------|
| <p><b>APPLICATION INFORMATION</b></p> |
|---------------------------------------|

Application Number: 84264  
Application Type: Multi-License Acquisition of Control  
Created Date: 11/20/2019



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: 12/16/2019 Date of Posting Removal: 1/6/20

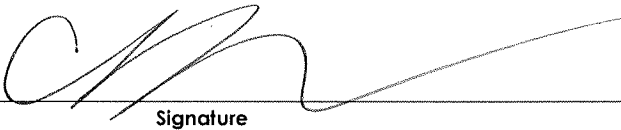
Applicant's Name: Kramber Kevin Arnold  
Last First Middle

Business Address: 4131 W Ina Road Tucson 85741  
Street City Zip

License #: 12104526 / 84264

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.

Christine Byler Community Outreach Coordinator 520-382-1926  
Print Name of City/County Official Title Phone Number

 1/14/20  
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 #: 12104526/84264  
(Circle one) (Arizona application #)
2. County of: Pima City/Town/County #: LL2019-27
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 Town of Marana Council at a Regular meeting held on the 21st of  
(Governing body) (Regular or special) (Day)  
January, 2020 considered the application of Kevin Arnold Kramber  
(Month) (Year) (Name of applicant)  
for a license to sell spirituous liquor at the premises described in application 12104526/84264,  
(Arizona liquor license application #)  
for the license series #: type Series #12 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 Kevin Arnold Kramber  
(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:** 01/21/2020

**To:** Mayor and Council

**From:** Brian Varney, Senior Planner

**Date:** January 21, 2020

**Strategic Plan Focus Area:**

Not Applicable

**Subject:** PUBLIC HEARING: Ordinance No. 2020.001; Relating to Development; amending the Uptown at Marana Specific Plan for approximately 205 acres of land located north of Marana Road and east of Sanders Road; revising the conceptual land use plan, the land use allocation, and the associated development standards; and establishing an effective date (Brian D. Varney)

Resolution No. 2020-003: Relating to Development; declaring as a public record filed with the Town Clerk the amended Uptown at Marana Specific Plan adopted by Ordinance No. 2020.001 (Brian D. Varney)

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## **Discussion:**

### **Request**

Lazarus, Silvyn, and Bangs, P.C. is representing the owners, Rio Claro, Inc., 515 Marana, LLC, BOA Sorte Ltd. Partnership, and K LW Investments, LLLP, et. al, of approximately 205 acres of land currently entitled as the Uptown at Marana Specific Plan, approved by the Town Council on November 6, 2007. The specific plan area is located north of Marana Road and east of Sanders Road in a portion of Section 21, Township 11S, Range 11E. The applicant is requesting approval from the Marana Town Council to amend the Specific Plan. The intent of the proposed amendment is to improve the development feasibility of the project by updating the allocation or mixture of land uses, specifically, a decrease the amount of designated commercial land use and an increase the opportunities for residential development.

In addition to changes to the conceptual land use plan and the allocation of land uses, steps have been taken to update other sections of the specific plan document where considered to be necessary and within reason. This work includes updating areas of the site analysis portion of the plan with respect to current conditions,

specifically regarding traffic circulation and recent sewer infrastructure projects. Additionally, the existing specific plan regulations for residential and commercial design, landscaping, recreation, parking, and signage, have been removed from the document in order to align future development with current regulations within the Marana Land Development Code, Town Code, and other Town standards.

The property owners and their consultants approached Town staff in April of 2019 with a number of concerns regarding the challenges they have encountered in marketing the property within Uptown at Marana for the appropriate type of development. Due largely to changes in the real estate market and development trends that have occurred since the recession, their concerns focused upon the decreased demand for large-scale commercial properties, particularly in an area with an abundance of available commercially zoned land and minimal existing residential development. Specific plans and rezoned land such as Marana Towne Center, Sanders Grove, Marana Main Street, Barrios de Marana, Anway Farms, Villages of Tortolita, and San Lucas, are all located within close proximity to Uptown at Marana.

These projects have contributed approximately 1,135 acres of land for commercial and mixed use development to the area and fewer than 800 newly constructed homes.

An additional concern brought forth by the applicant is the fact that due to the revision of the layout of the Marana Road/I-10 interchange, the intersection of Marana Road and Tangerine Farms Road, initially planned at the south boundary of Uptown at Marana, has been relocated further south of the property, thereby, limiting traffic with direct access and decreasing the feasibility of attracting large-scale commercial development.

### **Existing Land Use**

The specific plan currently designates 80 acres of Regional Commercial and 8 acres of Neighborhood Commercial land use area. A Mixed-Use designation allows an additional 29 acres for potential commercial land use. This 117 acres allows the typical commercial uses such as medical and professional offices and various retail and service uses. In addition, the mixed use designation allows up to 50 percent of any parcel designated as such to be developed as multi-family residential. The remaining 88 acres is designated as Low-Medium Density Residential, Medium-High Density Residential, Community Park, and anticipated right-of-way. A maximum of 930 dwelling units are currently allowed.

### **Proposal**

The proposed amendment to the specific plan does not establish definitive acreages for specific land uses, but rather proposes a substantial degree of flexibility to better accommodate market demand at the time of development. There are three conceptual land use scenarios (page III-14) within the proposed amended specific plan document. The land use summary below indicates the land uses proposed. With this proposal, the number of residential dwelling units will be limited to 1,338. This includes 930 units approved by Marana Ordinance No. 2007.25, plus 408 additional units resulting from a Town standard conversion from commercial zoned or designated land to equivalent dwelling units (EDUs). This conversion equates one acre of commercial

zoned or designated land to four residential dwelling units.

#### Low-Medium Density Residential

This land use category is created to accommodate detached single-family residential uses at a density range of 3.1 to 6.0 units per acre along with a variety of typical accessory uses. Cluster products, alley loaded conventional products, and green court products are encouraged. A minimum lot size of 3,200 square feet is required.

#### Medium-High Density Residential

This land use category will accommodate detached and attached single-family residential, as well as traditional multi-family units in a density range of 6.1 to 12.0 units per acre along with a variety of typical accessory uses. A minimum lot size of 1,625 square feet is required for SFR attached products, and 3,200 S.F. will be required for SFR detached products. Multi-family products require a minimum lot area of 6,000 S.F. with 2,250 S.F. per dwelling unit for projects of 5-8 residential units and 1,500 S.F. per dwelling for projects of 9 or more dwelling units.

#### Neighborhood / Regional Commercial

A minimum of 15 acres of land will be developed with commercial land uses, and additional acreage may be developed as such if supported by market demand. This combined land use category allows typical office, retail, and service uses, as well as single-family and multi-family residential uses. Although residential uses are allowed within this land use category, they are not included as part of the 15 acres of required commercial use. Residential uses are subject to the development standards of Medium-High Density Residential. Commercial development shall not require a minimum lot size; however, will be subject to the Town's commercial design standards.

#### Mixed Use

Allows all residential and commercial uses permitted within the Neighborhood / Regional Commercial land use category. Non-residential development shall be subject to the standards defined in the Neighborhood / Regional Commercial category. Residential development shall be subject to the standards for Medium-High Density Residential. Multi-family residential shall be limited to no more than 50% of the total area of a mixed use parcel.

#### **Access and Circulation**

Access to the development is not proposed to change. Each of the Conceptual Land Use Plans indicates a minimum of three points of permanent access into the project area, including from Sanders Road. It is unknown at this time whether the streets internal to the individual subdivisions will be public or private, and will be determined during the platting of the individual blocks. The Town's Traffic Engineering Division has accepted the updated Traffic Impact Analysis (TIA).

#### **Utilities**

The specific plan area is located within the Marana Water intended service area. The Property Owner will be responsible for the design and construction of the water distribution system to serve proposed development. The project is also located within the Marana Water existing sewer service area. Additional utility services will be

provided by Tucson Electric Power and Southwest Gas.

### **Public Notification**

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

### **Recommended Findings of Fact**

1. The Rezoning Area is currently zoned 'F' (Specific Plan). The proposed amendment to the Uptown at Marana Specific Plan includes revisions to the Conceptual Land Use Plan, the land use allocation, and associated development standards, as well as minor textual revisions to the overall specific plan document.
2. With the acceptance of the recommended conditions, the proposed amendment to the specific plan is in compliance with all other development standards of the Land Development Code related to this zoning classification.
3. This amendment, 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 this amendment Rezoning complies with the requirements of all agencies.

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

With the acceptance of the recommended conditions this Rezoning complies with the requirements of the zoning and the purpose and intent of the Land Development Code.

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

This Rezoning is consistent with the purpose and intent of the Land Development Code and the Town of Marana General Plan.

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

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

### **Staff Recommendation:**

Staff recommends adoption of Ordinance No. 2020.001 and Resolution No. 2020-003 approving the proposed amendment to the Uptown at Marana Specific Plan, and declaring the amendment as a public record filed with the Town Clerk.

**Planning Commission Recommendation**

The Planning Commission held a public hearing on December 18, 2019 to consider the proposed amendment and voted unanimously by a vote of 7-0 to recommend approval by the Town Council.

**Suggested Motion:**

I move to adopt Ordinance No. 2020.001 and Resolution No. 2020-003 approving the proposed amendment to the Uptown at Marana Specific Plan, and declaring the amendment a public record filed with the Town Clerk.

---

**Attachments**

Ordinance No. 2020.001  
Resolution No. 2020.003  
PCZ1905-001 UPTOWN SPA Plan  
PCZ1905-001 UPTOWN SPA Map  
PCZ1905-001 UPTOWN SPA Narrative  
PCZ1905-001 UPTOWN SPA Existing Land Use Plan  
PCZ1905-001 UPTOWN SPA Proposed Land Use Plan  
PCZ1905-001 UPTOWN SPA Draft Commission Minutes  
PCZ1905-001 UPTOWN SPA App

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## MARANA ORDINANCE NO. 2020.001

RELATING TO DEVELOPMENT; AMENDING THE UPTOWN AT MARANA SPECIFIC PLAN FOR APPROXIMATELY 205 ACRES OF LAND LOCATED NORTH OF MARANA ROAD AND EAST OF SANDERS ROAD; REVISING THE CONCEPTUAL LAND USE PLAN, THE LAND USE ALLOCATION, AND THE ASSOCIATED DEVELOPMENT STANDARDS; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS 515-Marana, LLC, Boa Sorte Ltd. Partnership, et. al. (collectively the "Property Owners") own a total of 205 acres of land previously entitled as the Uptown at Marana Specific Plan by the adoption of Ordinance No. 2007.25 by the Mayor and Council on November 6, 2007, and located south of Marana Road and east of Sanders Road in a portion of Section 21, Township 11 South, Range 11 East, described and depicted on Exhibit "A" attached to and incorporated in this ordinance by this reference (the "Specific Plan Area"); and

WHEREAS the Property Owners have authorized Lazarus, Silvyn, and Bangs, P.C. to submit an application to amend the Uptown at Marana Specific Plan (the "Amendment") revising the conceptual land use plan, the land use allocation, and the associated development standards; and

WHEREAS the Marana Town Council held a public hearing to consider this amendment on January 21, 2020 and determined that the amendment is in the best interest of the Town of Marana and the general public.

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

**Section 1.** The amended Uptown at Marana Specific Plan, revising the Conceptual Land Use Plan, the land use allocation, and the associated development standards, one electronic and one printed copy of which is on file in the office of the Town Clerk of the Town of Marana, Arizona, which was made a public record by, and is attached as, Exhibit A to Marana Resolution No. 2020-003, is hereby referred to, adopted and made part of this ordinance as if fully set out here.

**Section 2.** This Amendment is subject to the following conditions, which replace the conditions listed in Section 3 of Ordinance No. 2007.25, the violation of which shall be treated in the same manner as a violation of the Town of Marana Land Development Code, and which shall be binding on the Property Owners and their successors in

interest (all of whom are collectively included in the term “Property Owners” in the following conditions):

1. Compliance with all applicable provisions of the Town’s codes and ordinances current at the time of any subsequent development including, but not limited to, requirements for public improvements and payment of application fees and applicable development impact fees.
2. Any preliminary plat or development plan for any portion of the Specific Plan Area shall be in general conformance with the Conceptual Land Use Plan presented to, and approved by, the Town Council as part of this Amendment.
3. A master drainage study must be submitted by the Property Owners and accepted by the Town Engineer prior to Town approval of a preliminary plat or development plan for any portion of the Specific Plan Area.
4. A water infrastructure and phasing plan (WIP) must be submitted by the Property Owners and accepted by the Marana Water Department (the “water provider”) prior to approval of a preliminary plat for any portion of the Specific Plan Area. The WIP shall identify all on-site and off-site water facilities needed to serve the proposed development. The WIP shall include all information required by the water provider, such as (but not limited to) analysis of water use and fire flow requirements, and well source, reservoir, and booster station infrastructure needed to serve the proposed development. If the water provider requires a water service agreement as a condition of service to the proposed development, the Property Owners must enter into a water service agreement with the water provider consistent with the accepted WIP.
5. A master sewer plan must be submitted by the Property Owners and accepted by the Marana Water Department (the “wastewater utility”) prior to the approval of any final plat or development plan for the Specific Plan Area. The master sewer plan shall identify all on-site and off-site wastewater facilities needed to serve the proposed development, and shall include all information required by the wastewater utility. If the wastewater utility requires a sewer service agreement as a condition of service to the proposed development, the Property Owners must enter into a sewer service agreement with the wastewater utility consistent with the accepted master sewer plan.
6. The Property Owners must design and construct any roadway, drainage, water, and wastewater improvements, and dedicate or acquire any property rights associated with those improvements, that the Town requires based on the data and findings of the accepted traffic impact analysis, the accepted master drainage study, the accepted WIP, the accepted master sewer plan, and other studies approved in connection with the approval of a preliminary plat or development plan for any portion of the Specific Plan Area.

7. The Developer shall dedicate, or cause to have dedicated, the necessary half-street rights-of-way for Marana Road, Sanders Road, Tangerine Farms Road, and no more than 1,000 square feet of right-of-way on the property for a Marana Road pedestrian connection, and contribute \$300,000 for pedestrian connection improvements or downtown beautification, payable upon issuance of the first grading or building permit.
8. The Developer shall be responsible for the following specific off-site improvements, unless the improvements are completed by the Town or others under Marana's Streets Impact Fee Program:
  - a. Improvements identified by the Town in its Impact Fee Program at the Marana interchange to address frontage road and interchange ramp movements. Improvements shall be open to traffic before issuance of a certificate of occupancy for the 750<sup>th</sup> single-family residential unit (or equivalent trip generation).
  - b. Following the completion of the commercial portion of the project and/or before issuance of the 933<sup>rd</sup> building permit (or equivalent trip generation) the following improvements shall be open to traffic:
    - i. Reconstruction of Marana Road to a 4 lane section complying with the Town's arterial road standard from the western boundary of the property to the intersection with Tangerine Farms Road. A taper from 4 lanes to 2 lanes will be required beginning at the western boundary of the property.
    - ii. Construction of Tangerine Farms Road from the intersection of Marana Road to the Marana interchange as a 4 lane section complying with the Town's arterial road standard.
    - iii. Improvements necessary to realign Sandario Road with Tangerine Farms Road. The section shall comply with the Town's minor collector standard.
    - iv. A traffic signal at the intersection of Tangerine Farms Road and Marana Road.
    - v. A traffic signal at the intersection of Marana Road and the east access to the project.

As provided by A.R.S. § 9-463.05, the cost of any transportation improvements constructed by the Developer for which the Town has adopted a development impact fee shall be credited against transportation impact fees payable for development within the Specific Plan Area.

9. The final design of all streets and circulation facilities, including gated access (if applicable) and emergency access, must be accepted by the applicable fire service provider(s) prior to Town Council consideration of a final plat for any portion of the Specific Plan Area.

10. No approval, permit or authorization by the Town of Marana authorizes violation of any federal or state law or regulation or relieves the Property Owners from responsibility to ensure compliance with all applicable federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. The Property Owners should retain appropriate experts and consult appropriate federal and state agencies to determine any action necessary to assure compliance with applicable laws and regulations.
11. The Property Owners shall transfer to Marana, by the appropriate Arizona Department of Water Resources form, those water rights being IGR, Type I or Type II for the Town providing designation of assured water supply and water service to the Specific Plan Area. If Type I or Type II is needed on the Specific Plan Area, the Town and the Property Owners shall arrive at an agreeable solution to the use of those water rights appurtenant to the affected portion of the Specific Plan Area.
12. Prior to the issuance of any grading permits, the Property Owners shall submit evidence to the Town that all federal permit requirements have been met through the Corps of Engineers and the State Historic Preservation Office, if federal permits are required for the development of the Specific Plan Area.
13. The Property Owners shall not cause any lot split of any kind without the written consent of the Town of Marana.
14. The Property Owners have voluntarily agreed to enter into a school contribution agreement with the Marana Unified School District providing for a contribution per residential unit to mitigate the effects of the proposed development.
15. The number of residential dwelling units shall be limited to 1,338. This includes 930 units approved by Marana Ordinance No. 2007.25 plus 408 additional units resulting from a Town standard conversion from commercial zoned or designated land to equivalent dwelling units (EDUs). This conversion equates one acre of commercial zoned or designated land to four residential dwelling units.

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

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

**Section 5.** This ordinance is effective on February 21, 2020.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21<sup>ST</sup> day of January, 2020.

---

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

---

Cherry L. Lawson, Town Clerk

---

Frank Cassidy, Town Attorney

## MARANA RESOLUTION NO. 2020-003

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RELATING TO DEVELOPMENT; DECLARING AS A PUBLIC RECORD FILED WITH THE TOWN CLERK THE AMENDED UPTOWN AT MARANA SPECIFIC PLAN ADOPTED BY ORDINANCE NO. 2020.001

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the amended Uptown at Marana Specific Plan adopted by Ordinance No. 2020.001 and attached to and incorporated in this resolution as Exhibit A, one electronic and one paper copy of which are on file in the office of the Town Clerk, is hereby declared to be a public record and ordered to remain on file with the Town Clerk.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21<sup>st</sup> day of January, 2020.

---

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

---

Cherry L. Lawson, Town Clerk

---

Frank Cassidy, Town Attorney

# Uptown at Marana

## Specific Plan

September 29, 2006

Revision:

April 19, 2007

June 20, 2007

September 21, 2007

November 6, 2007 (Ordinance Added)

Case: PCZ-06099

PCZ-06099  
December 2, 2019 (Amended)

# Uptown at Marana Specific Plan

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Case# PCZ-06099  
PCZ1905-001 (Amendment)

**Submitted To:**

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

**Prepared For:**

JF Properties, Inc.  
6720 North Scottsdale Road, Suite 250  
Scottsdale, Arizona 85253

The Cardon Group, LLC  
1819 East Southern Avenue, Suite B-10  
Mesa, Arizona 85204

**Prepared By:**

Rose Law Group, PC, Land Use Attorney  
6613 North Scottsdale Road, Suite 200  
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Swaback Partners, PLLC, Planning  
7550 East McDonald Drive  
Scottsdale, Arizona 85250

ARCADIS, Engineering  
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Tucson, AZ 85716

OMA Engineering, Traffic Engineering  
650 West Linda Vista Boulevard  
Tucson, Arizona 85704

**Submitted/Revised:**

September 29, 2006  
April 19, 2007 (1st Revision)  
June 20, 2007 (2nd Revision)  
September 21, 2007 (3rd Revision)  
November 6, 2007 (Ordinance Added)  
December 2, 2019 (Amended)

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# Uptown at Marana Specific Plan

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## Uptown at Marana Specific Plan

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# Uptown at Marana Specific Plan

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## I. INTRODUCTION

### A. SPECIFIC PLAN SUMMARY

Uptown at Marana is a signature Project ideally located on 205 acres (the “Property”) in a section of Marana experiencing significant growth. By combining retail space and residential enclaves into a cohesive community, Uptown at Marana (the “Project”) will be a focal point of development in the area. Uptown at Marana is conveniently and strategically located along Interstate 10, north of Marana Road and just east of Sanders Road and the Sanders Grove Master Planned Community. (See **Exhibit I.A: Regional Map.**) The Uptown Project will provide for a balanced variety of land uses that will attract residents with diverse housing opportunities that are not otherwise available in Marana and will draw the attention of local and national retailers, restaurants and recreation attractions to this location.

Uptown at Marana will be implemented through this Specific Plan Document which provides the development regulations and programs for the land use plan. Approval of this Specific Plan will be in accordance with the Town of Marana Land Development Code and ARIZ. REV. STAT.§ 9-461.09 and is consistent with the Town's General Plan.

### B. LOCATION

Uptown at Marana is located in the Town's Northwest Planning Area and is bordered by Sanders Road on the west, Marana Road on the south, private property on the east and north, and a portion of the northeast corner of the Property fronts the Interstate 10 Freeway. The eastern Property line is approximately ¼ mile west of the Marana Road/Interstate 10 Interchange. (See **Exhibit I.B: Location & Vicinity Map.**)

### C. AUTHORITY AND SCOPE

The authority for this Specific Plan is set forth in ARIZ. REV. STAT.§ 9-461.08 and the Town of Marana Land Development Code. The Specific Plan, when adopted, will serve as the zoning and development code for the Uptown at Marana Project and all subsequent approvals must be in conformance with this Specific Plan.

### D. LEGAL DESCRIPTION

(See *Appendix.*)

# Uptown at Marana Specific Plan

Exhibit I.A: Regional Map

## LEGEND

 Site Area



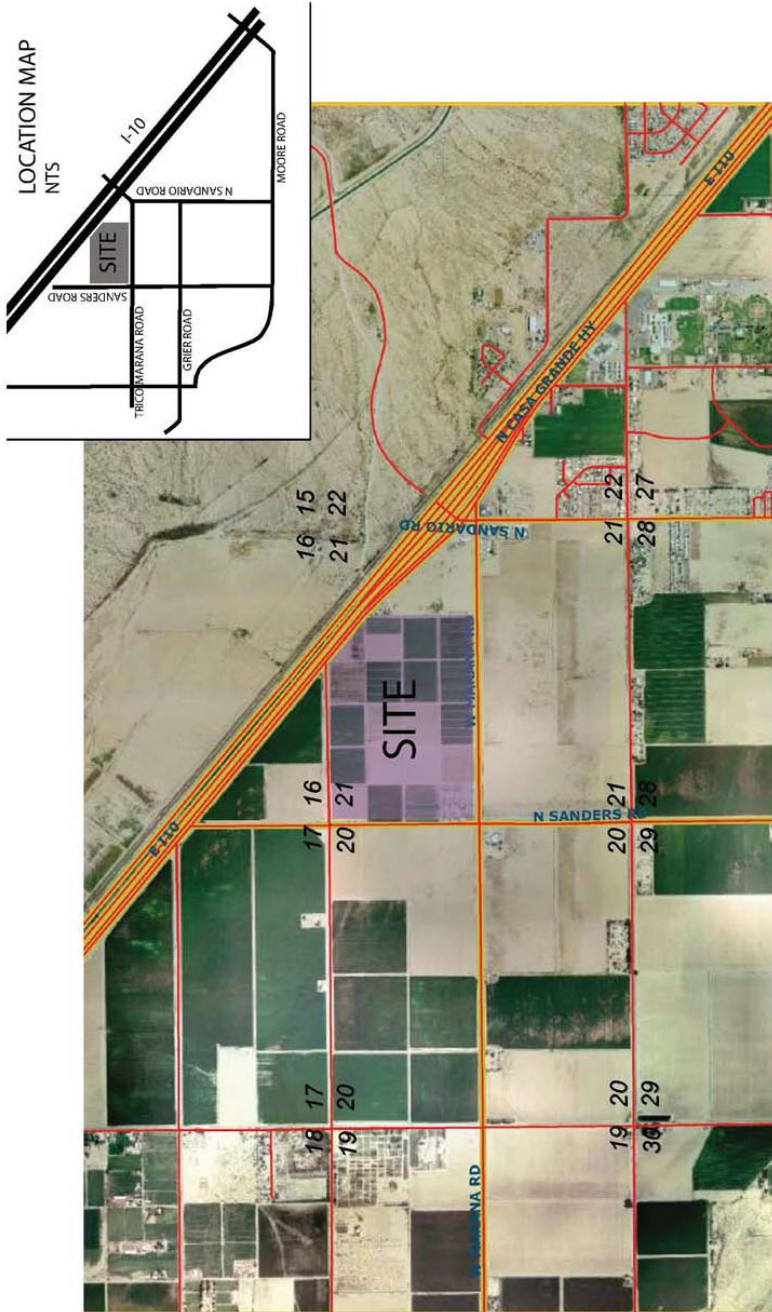
**Uptown at Marana**  
Marana, Arizona

# Uptown at Marana Specific Plan

Exhibit I.B: Location & Vicinity Map

**LEGEND**

Site Area



Uptown at Marana  
Marana, Arizona

## II. DEVELOPMENT CAPABILITY REPORT

### A. INTRODUCTION

The Development Capability Report provides maps and information delineating the impacts of the proposed Uptown at Marana development on the existing conditions. As provided in the Town of Marana Land Development Code, the following site maps and analyses are included:

1. Topography and Slope Analysis
2. Hydrology and Water Resources
3. Vegetation and Wildlife Habitat
4. Geology and Soils
5. Paleontological and Cultural (Archaeological and Historical) Resources
6. View sheds
7. Existing Structures, Roads and other Development and
8. Existing Infrastructure and Public Services.

### B. ENVIRONMENTAL OVERVIEW

SWCA Environmental Consultants conducted a Biological Survey and Opinion Letter for the Uptown at Marana Property on January 19, 2006 and determined that the Uptown at Marana Property is located within a transitional zone between the Lower Colorado River Valley subdivision and the Arizona Upland subdivision of the Sonoran Desert Scrub biotic community. However, all native vegetation was removed at some point for agricultural production. As a result, the Property area contains non-native, disturbance vegetation. (See ***Exhibit II.B: Aerial Photograph.***)

# Uptown at Marana Specific Plan

Exhibit II.B: Aerial Photograph



Uptown at Marana  
Marana, Arizona

## C. SITE ANALYSIS

### 1. Topography and Slope Analysis

The Property is located at an elevation ranging from approximately 1,965 feet to 1,975 feet sloping to the northwest.

#### a. Topographic Characteristics

Existing topography at 1' contour intervals is shown on ***Exhibit II.C.1: Existing Topography***.

- (1) Hillside Conservation Areas: There are no Hillside Conservation Areas on the site.
- (2) Rock Outcrops: There are no rock outcrops on the site.
- (3) Slope of 15% or Greater. There are no slopes of 15% or greater on the site.
- (4) Other Significant Topographic Features: There are no topographic features such as ridges or peaks on the site. However, there are several irrigation canals running through the site.

#### b. Pre-Development Cross-slope

The topography shows a slope of approximately 0.2% in a northwesterly direction from an elevation of 1,965 feet to 1,975 feet. The site has been leveled and cultivated for agricultural purposes.

### 2. Hydrology and Water Resources

The area containing the proposed Project site has been determined to contain neither balanced, nor critical basins.

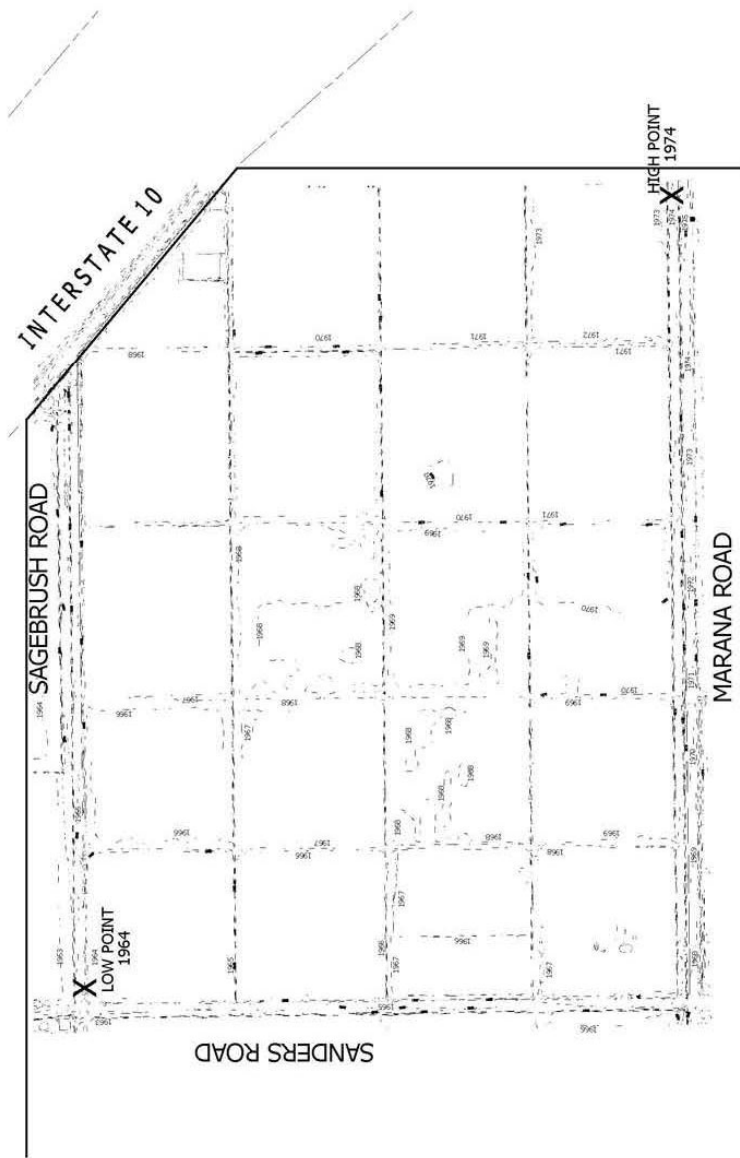
#### a. Off-Site Features

There are no significant off-site features, natural or man-made, upstream of the proposed Project site. The area of upstream watershed is comprised of mostly agricultural lands with some residential and commercial improvements interspersed. Irrigation canals/channels bi-sect most of the properties within this area, and all but the larger channels are to be ignored for their potential to remove the calculated sheet-flow as it moves across the landscape.

(See ***Exhibit II.C.2.a: Preliminary Off-Site Hydrology***.)

# Uptown at Marana Specific Plan

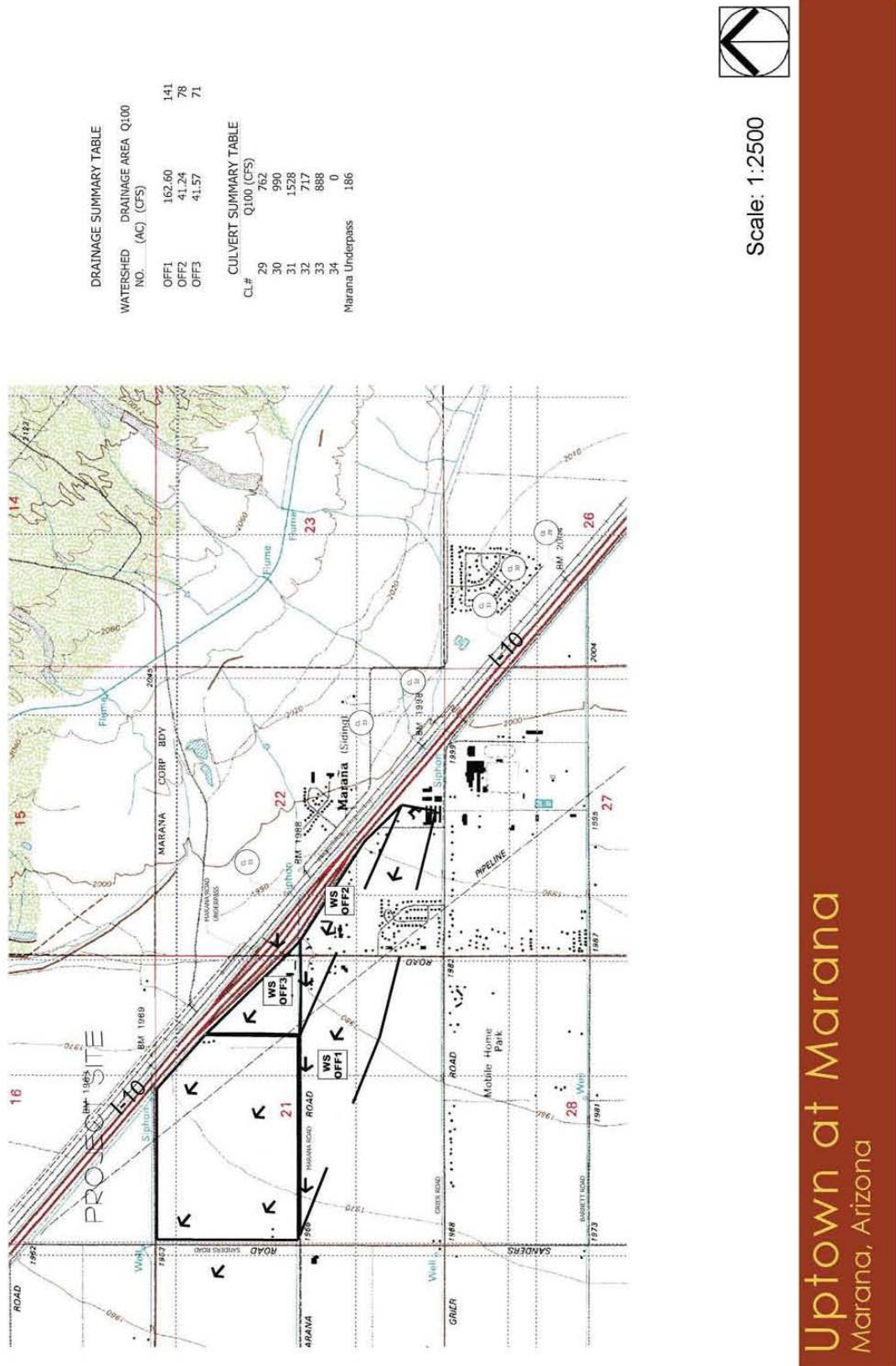
Exhibit II.C.1: Existing Topography



Uptown at Marana  
Marana, Arizona

# Uptown at Marana Specific Plan

## Exhibit II.C.2.a: Preliminary Off-Site Hydrology



## Uptown at Marana Specific Plan

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b. Off-site Watersheds

Three upstream, off-site watersheds have been delineated as potentially affecting the proposed Project site. OFF1 is approximately 163 acres with a calculated peak discharge of 141 cfs, and OFF2, of approximately 41 acres and producing a discharge of 78 cfs, joins together along the southern boundary area of the Project site. The accumulation appears to not pass onto the proposed Project site based on the existing irrigation canals, as well as Central Arizona Project irrigation feeder channel that runs east-west between W. Marana Road and the proposed Project site boundary. OFF3 is approximately 42 acres and produces a discharge of 71 cfs. OFF3 affects the proposed Project site as it crosses the eastern boundary in a northwesterly direction.

c. Pre-Development On-site Hydrology

The on-site drainage is conveyed in a northwesterly direction as sheet flow. However, due to leveling of the land for agricultural purposes, there presently is very little runoff from the Property. In a storm event, water would flow in a northwesterly direction and drains off-site as sheet flow across

W. Sagebrush Road, where it accumulates, moves to the west, and then north along W. Sanders Road and into an existing drainage ditch.

(See **Exhibit II.C.2.a: Preliminary Off-Site Hydrology.**)

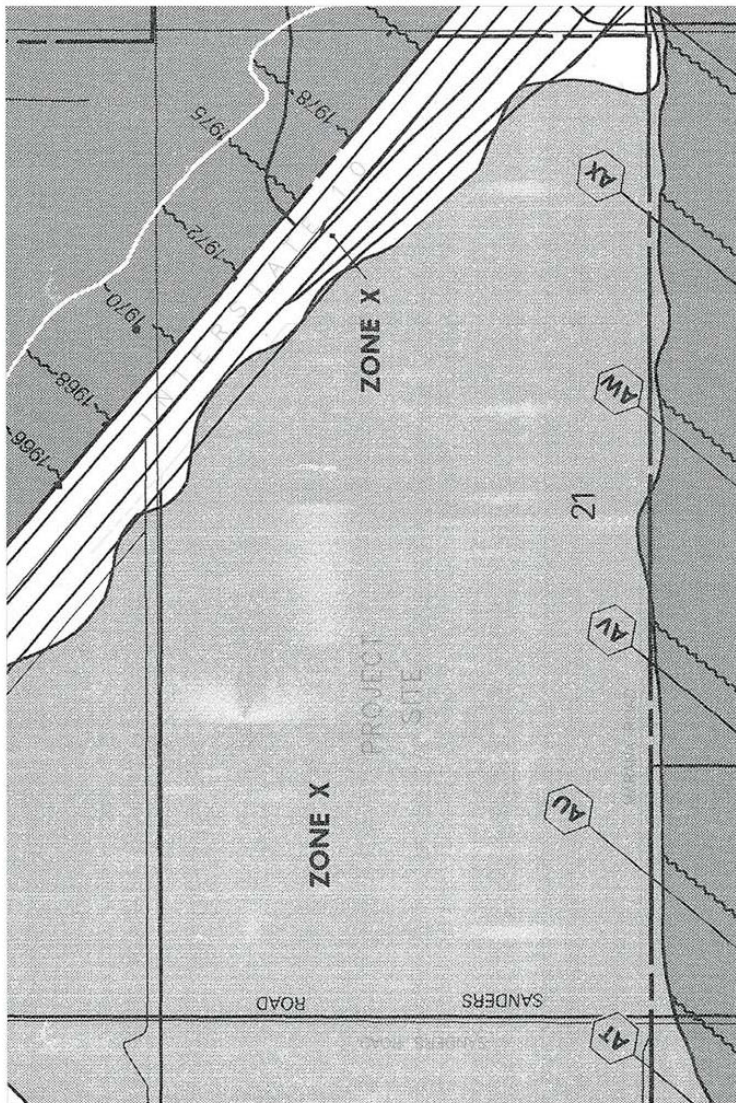
The on-site hydrology shows the proposed Project site as working agricultural land with drainage to the northwest however, with very little relief topographically. The Project site is segmented by minor irrigation canals, which will likely be removed entirely, or piped underground by the improvements. There is no natural vegetation or terrain, and there is minimal runoff from adjacent farmland due to land leveling, internal berms and canals.

(1) Based on the effective Federal Emergency Management Agency (FEMA) Federal Insurance Rate Map (FIRM) for the proposed Project site - #04019C0980K, dated February 8, 1999, and included as **Exhibit II.C.2.c: FEMA Map**, it is apparent that the general whole of the site is found to be affected by low-depth flooding, which is consistent with the land's existing use as agricultural fields.

(2) On-site areas of sheet-flooding are shown to be constrained to 1-foot, or less based on the effective FEMA FIRM that includes the Project site.

# Uptown at Marana Specific Plan

Exhibit II.C.2.c: FEMA Map



Uptown at Marana  
Marana, Arizona

## Uptown at Marana Specific Plan

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- (3) The proposed Project site is found within a Shaded Zone X (areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot, or with drainage areas less than 1 square mile; and areas protected by levees from 100-year flood) of the FEMA floodplain as shown on FEMA FIRM. Potentially, a minor 'bump' of Zone AE is shown in the area of the southern Property line, which will be further analyzed in any future study; it is unlikely that, given the irrigation feeder channel feature described previously, this will show within the true Property boundary.
  
- (4) Again OFF1, of approximately 163 acres with a calculated peak discharge of 141 cfs, and OFF2, of approximately 41 acres and producing a discharge of 78 cfs, joins together along the southern boundary area of the Property. The accumulation appears to not pass on to the proposed Project site based on the existing irrigation canals, as well as Central Arizona Project irrigation feeder channel that runs east-west between W. Marana Road and the proposed Project site boundary. OFF3 is approximately 42 acres and produces a discharge of 71 cfs. OFF3 affects the proposed Project site as it crosses the eastern boundary in a northwesterly direction.

As the proposed Project site is found as working agricultural land, the consideration of discharging runoff leaving the site is easily considered as sheet-flow. The runoff moves away from the site in a general northwesterly trend without interference of irrigation canals/channels or other roadway and drainage structures. The downstream properties are currently working agricultural land, also.

## Uptown at Marana Specific Plan

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### 3. Vegetation and Wildlife Habitat

SWCA Environmental Consultants has evaluated the Property location and determined that there are no significant vegetative communities and associations in the area and no wildlife habitats have been identified near the site.

#### a. Vegetative Communities and Associations on the Site

Although the Project area is within a transitional zone between the Lower Colorado River Valley subdivision and the Arizona Upland subdivision of the Sonoran Desert scrub biotic community, as defined by Brown (1994), no native vegetation is present on site as it was converted to agricultural use some time ago and is currently in agricultural production.

(1) Significant Cacti and Groups of Trees and Federally Listed Threatened or Endangered Species. SWCA Environmental Consultants concluded that no native or significant vegetation exists on the Uptown at Marana site.

(2) General Wildlife. Wildlife species having the potential to occur within the Project area include: the bald eagle, California brown pelican, cactus ferruginous pygmy-owl, Chiricahua leopard frog, Sonoran desert tortoise, Yellow-nosed Cotton rat, desert pupfish, Gila chub, Gila topminnow; Huachuca water umbel, jaguar, keaney blue star, lesser long-nosed bat, masked bobwhite, Mexican spotted owl, Western burrowing owl, Nichol Turk's head cactus, ocelot, pima pineapple cactus, Sonoran pronghorn, southwestern willow flycatcher, acuna cactus, sononyta mud turtle and the Western yellow-billed cuckoo. SWCA concluded that none of the aforementioned species were likely to occur on the Property due to no suitable aquatic habitats in the area, no riparian vegetation communities or surface water are present in the area, no grassland habitats in the area, no elevational range and no potential roost sites.

The Western Burrowing Owl is protected by the Federal Migratory Bird Treaty Act of 1918 and State Law Titles 17-101 and 17-235. The Property includes many irrigation canals, which are prime habitat for these birds. Prior to any ground disturbance, a biologist will consult with the Arizona Game and Fish Department to coordinate survey of the Property, as well as determine the protocol to be followed in the event an active burrow is identified on the Property.

(3) Vegetative Densities: The entire site consists of very low-density vegetation as it is graded, in its entirety, for agricultural purposes. (See *Exhibit II.C.3: Vegetation Densities.*)

#### b. Letter from the Arizona Game and Fish Department

The Arizona Game and Fish Department has reviewed the Special Species

## Uptown at Marana Specific Plan

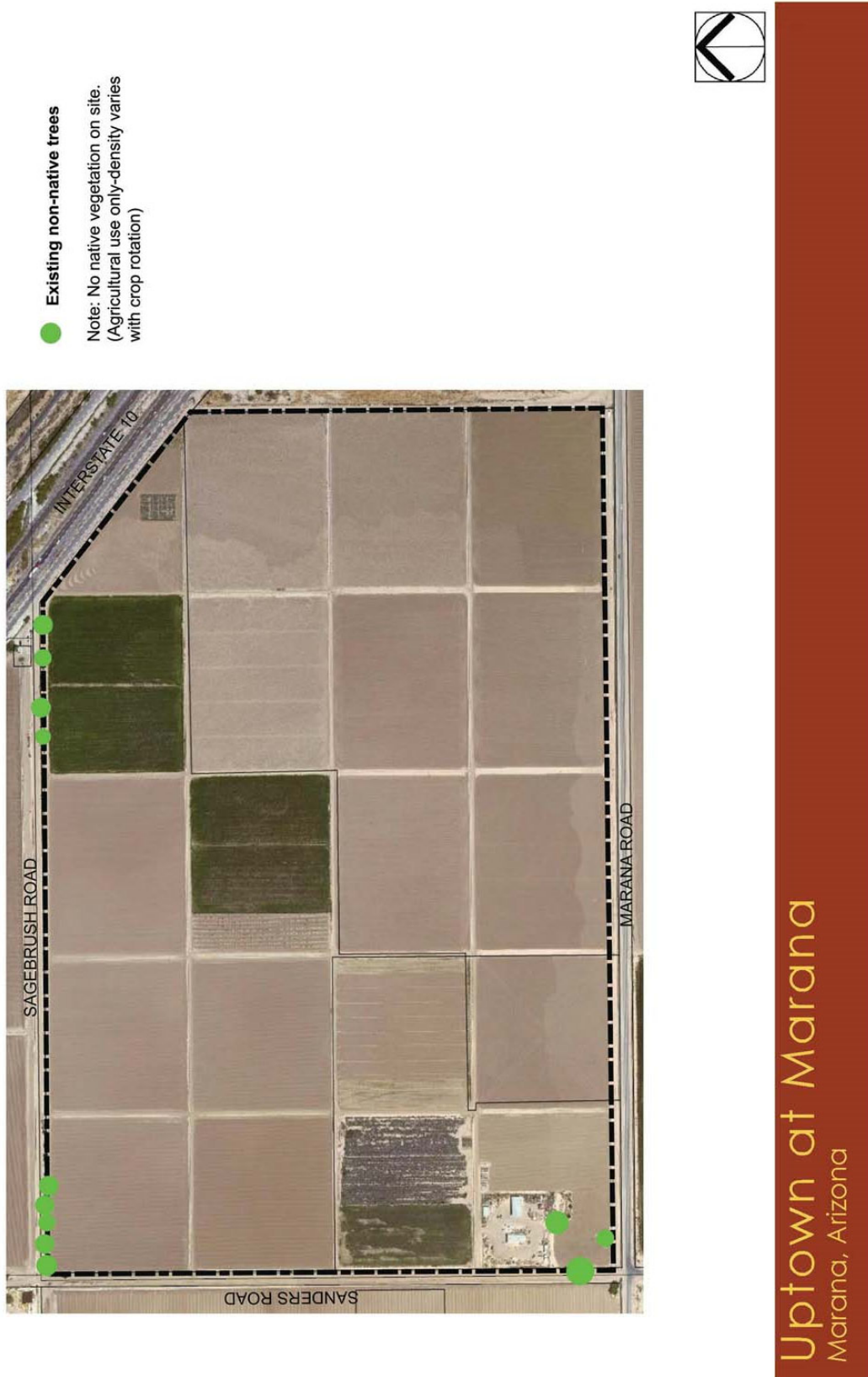
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Status Information for the Property and provided a letter, dated December 28, 2005, which is included. Special Species have been documented in the Project vicinity (3-mile buffer). As development occurs on the Property, the Department would like to further evaluate the subject area.

*(See Appendix.)*

# Uptown at Marana Specific Plan

Exhibit II.C.3: Vegetation Densities



# Uptown at Marana Specific Plan

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## 4. Geology and Soils

SWCA Environmental Consultants evaluated the Property on December 21, 2005 and determined the following information regarding geologic features and soils associates within the Uptown at Marana Property.

### a. Geologic Features

The Property is relatively flat with elevations ranging from approximately 1,965 feet to 1,975 feet above the mean sea level. A concrete channel runs east-west along the southern boundary of the Property. The channel appears to be man-made and the upstream water in the channel appears to be supplied by groundwater wells.

### b. Soils

The Natural Resources Conservation Service indicates that there are four soils types on the Uptown at Marana Property. The four soil types consist of Auga Very Fine Sandy Loam, Gila Sandy Loam, Gila Loam - 0.1 percent slopes and Grabe Silty Clay Loam. According to the NRCS classifications, these soils are rated the highest in the severity of limitations. These soils are considered very limited for dwelling units and commercial buildings. Provided that engineered fill is used in accordance with the approved geotechnical report, development appears feasible.

## 5. Cultural, Archaeological, and Historic Resources

SWCA Environmental Consultants performed an Archaeological Literature Review to identify cultural resources on the Uptown at Marana Property.

### a. Location of Resources On-Site

SWCA conducted a site file search and concluded that 16 archaeological projects have been conducted within one mile of the Project area. They also found that the Property was previously surveyed in 2005 for cultural resources by Dejongh & Dart, and no cultural resources were identified as a result. Thirteen archeological sites are near the Project area, with the nearest located at the southeast corner of Sandario and Marana Roads- site AZ AA: 12:876 (ASM).

The Property was last surveyed for cultural resources in 2005, and no significant archeological remains were identified at that time. Prior to issuance of a grading permit, the Town will require a new records check be completed and results submitted to the Town, along with a map of all recorded sites within a one-mile radius. If ground disturbing activities reveal cultural remains, particularly human remains that are protected under ARIZ. REV. STAT. § 41-865, all work in the vicinity of the remains should stop until they can be evaluated by an archeologist.

## Uptown at Marana Specific Plan

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b. Letter from the Arizona State Museum

The Arizona State Museum conducted an Archaeological Records Check for the Uptown at Marana Property, and provided a letter, dated September 22, 2005, confirming that no archeological work was necessary at that time. The letter does reflect that several isolated occurrences of prehistoric and historic artifacts were recorded, but none that qualify as an archeological site. Therefore, it is required that if, during construction, human remains or funerary items are discovered, all work must cease, and the State Museum Repatriation Coordinator contacted.

*(See Appendix.)*

6. Viewsheds

a. View sheds Onto and Across the Site

The views onto the site from adjacent properties consist of agricultural fields to the north, south, east and west, and Interstate 10 running diagonally to the northeast. There are several mountain ranges in the distance, including the Silverbell Mountains to the northwest, the Picacho Mountains to the north, the Tortolita Mountains to the northeast and the Tucson Mountains to the south-southwest. The site is completely level with no vegetation or topography to obstruct views. ***Exhibit II.C.6.a: Views and Visibility*** indicates the locations from which the photos of the site were taken. Site photos are included below as ***Exhibit II.C.6.b: Site Photos***.

b. Off-site View sheds

The site is adjacent to Interstate 10 East and the adjoining west Frontage Road. Adjacent farmland is at or near the same elevation as the Project site. There are no trees or topography blocking views from off-site.

c. Visibility from Adjacent Off-site Locations

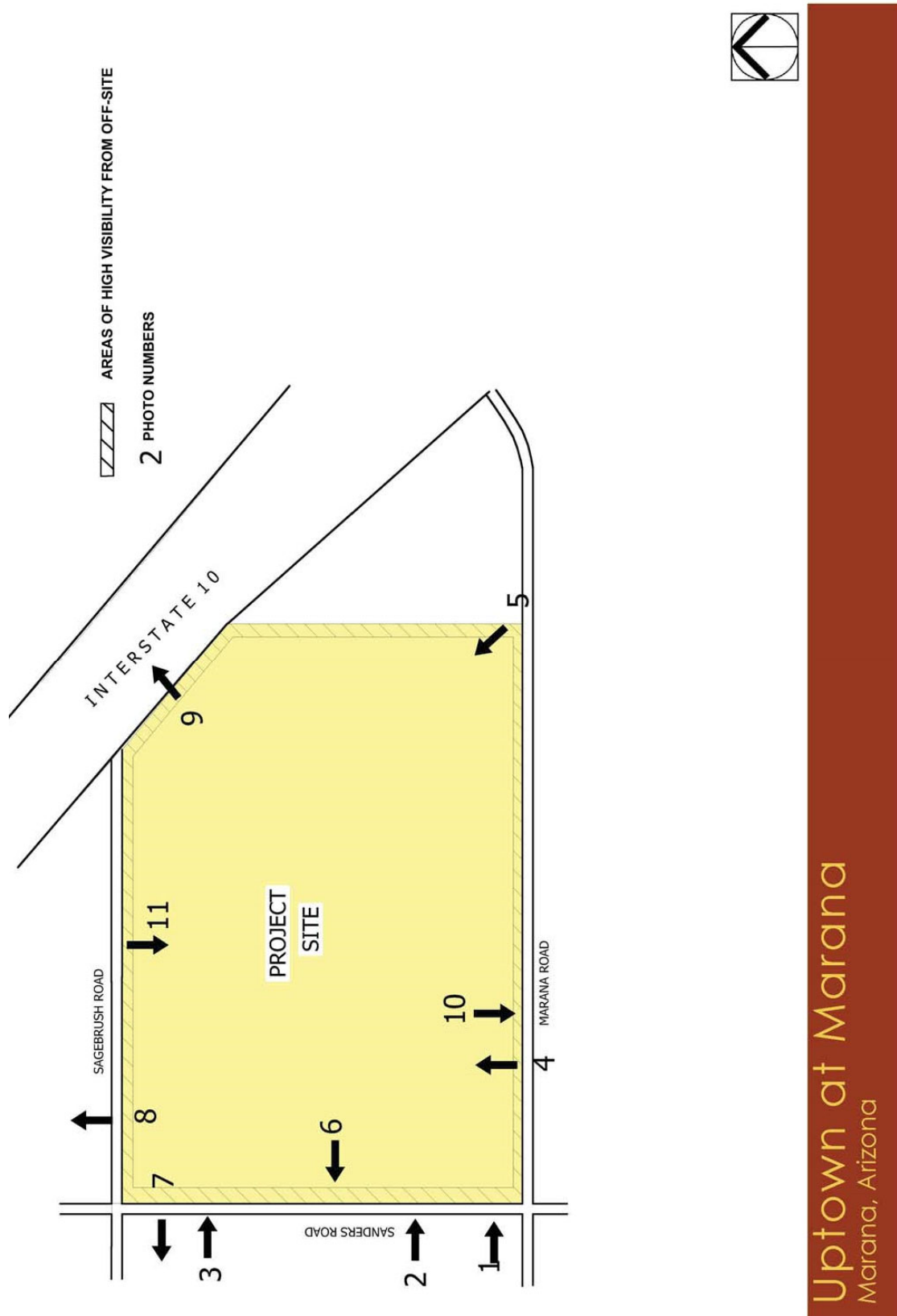
The entire site is highly visible from Interstate 10 East and the adjoining west Frontage Road. Adjacent farmland is at or near the same elevation as the Project site. With no trees or topography to interfere, the views from off-site are completely unobstructed. (See ***Exhibit II.C.6.c: Off-Site Viewsheds***.)

7. McHarg Composite Map

Information regarding topography, hydrology, vegetation, wildlife and views has been combined to form the McHarg Composite Map displayed as ***Exhibit II.C.7: McHarg Composite***.

# Uptown at Marana Specific Plan

Exhibit II.C.6.a: Views and Visibility



# Uptown at Marana Specific Plan

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## Exhibit II.C.6.b: Site Photos



**#1**

Looking east across site from  
Marana Road at Sanders



**#2**

Looking east across site  
from Sanders Road



**#3**

Looking east across site from  
Sanders Road and Sagebrush  
Road

# Uptown at Marana Specific Plan

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## Exhibit II.C.6.b: Site Photos



**#4**

Looking north across site  
from Marana Road



**#5**

Looking northwest across site  
from southeast corner of site



**#11**

Looking south across property  
from I-10 frontage road

# Uptown at Marana Specific Plan

## Exhibit II.C.6.c: Off-Site Viewsheds



#6

Photo of adjacent property from Sanders Road to the west of the site



#7

Looking west of the site at adjacent property from Sanders Road and Sagebrush Road



#8

Looking north of site from Sagebrush Road. Interstate 10 is in the background

# Uptown at Marana Specific Plan

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## Exhibit II.C.6.c: Off-Site Viewsheds



**#9**

Looking north of site toward  
Interstate 10

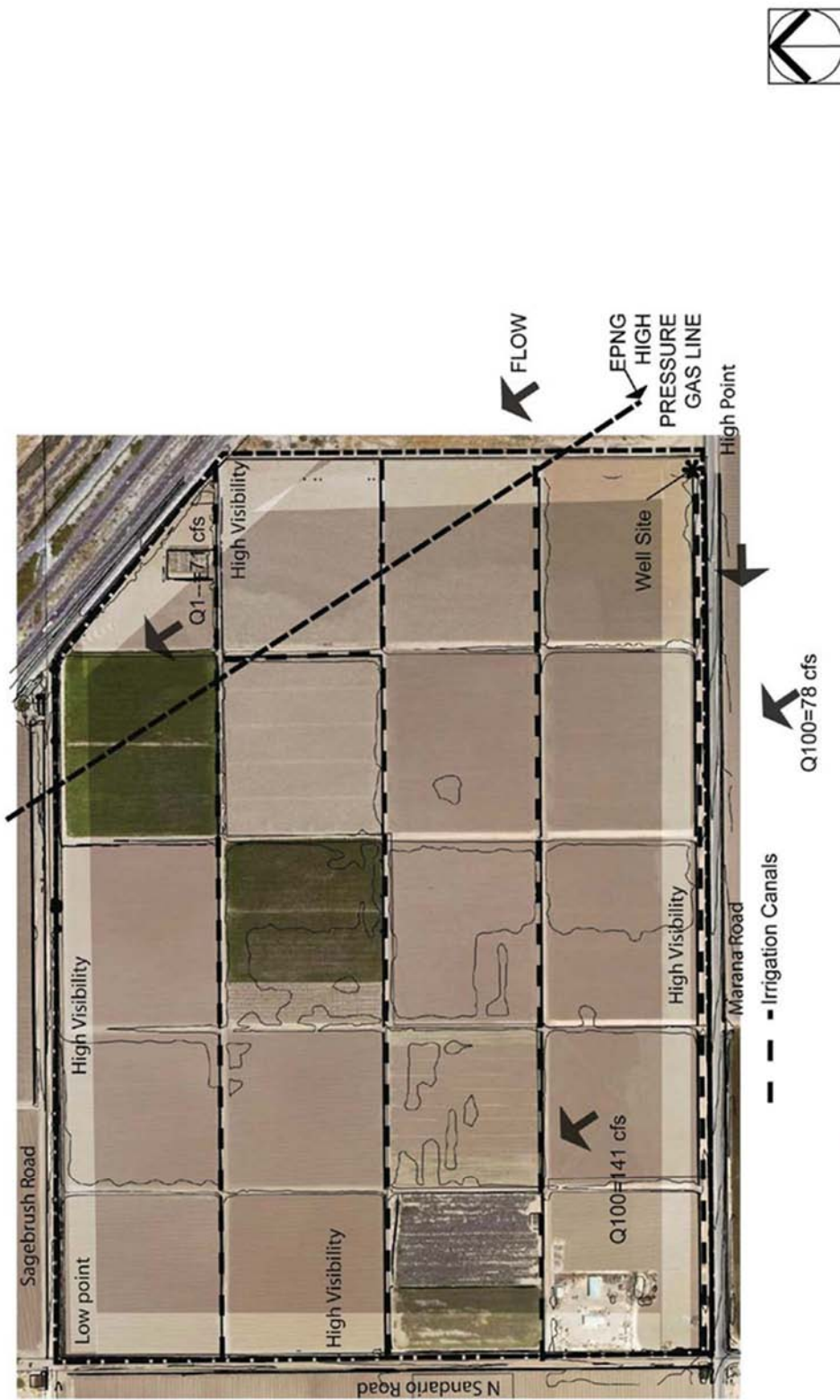


**#10**

Looking south to adjacent  
property from Marana Road

# Uptown at Marana Specific Plan

Exhibit II.C.7: McHarg Composite



Uptown at Marana  
Marana, Arizona

# Uptown at Marana Specific Plan

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## 8. Existing Land Uses

This section identifies existing uses and structures within the site and outside the Project boundary but within 150 feet.

### a. Site Location

Uptown at Marana is located at the northeast corner of Marana and Sanders Roads. (See **Exhibit I.B: Location & Vicinity Map.**) The Property is bordered on the east and north by private property and the northeast corner of the Property fronts Interstate 10. The Property is within the Northwest Marana Area Plan and lies within Section 21, Township 11 South, Range 11 East of the Gila and Salt River Base and Meridian, Pima County, Arizona.

### b. Existing Structures within the Site

The only structures located on the site are shade structures for equipment storage on the southwest corner of the Property. These structures will be moved in conjunction with the development of the Project.

### c. Existing Land Uses within the Site

(1) Existing Land Uses On-Site. (See **Exhibit II.C.8.c: Existing Land Use On-Site.**)

(2) Existing Zoning On-Site. The entire parcel is designated R-144 (Single Family Residential). (See **Exhibit II.C.8.c: Existing Land Use On-Site.**)

# Uptown at Marana Specific Plan

Exhibit IIC.8.c: Existing Land Use On-Site



Uptown at Marana  
Marana, Arizona

## Uptown at Marana Specific Plan

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d. Existing Property within ¼ Mile Radius

(See **Exhibit II.C.8.d: Existing Land Uses Off-Site.**)

(1) Existing Zoning within ¼ mile of the Site.

The property on the west side of Sanders Road has an approved Specific Plan and a Preliminary Block Plat. The Sanders Grove project is an 835-acre project with single family residential and 18 acres of commercial uses. Immediately south of the Uptown at Marana Project, the land is designated Zone A, Small Lot Zone and is currently in agricultural production. The property east of the Project is owned by Diamond Ventures and is currently zoned R-144 but is developing plans for a major retail center. To date, no application for rezoning has been submitted but a pre-application conference has been held with the Town. The property due north of the Uptown at Marana Project is also zoned R-144 and is currently in agricultural production. (See **Exhibit I.B: Location & Vicinity Map.**)

(2) No buildings of any significant height are within ¼ mile of the Project site.

(3) Pending Rezoning within ¼ Mile.

There are no pending zoning cases within ¼ mile.

(4) Conditional Rezoning.

There are no pending conditional rezonings within ¼ mile of the Uptown at Marana Property.

(5) Subdivision/Development Plans Approved.

On the west side of Sanders Road, there is an approved Specific Plan for the Sanders Grove project, approved March 1, 2005.

e. Adjacent Development

See Subsection d(2) above.

f. Wells

There is one well-site in the southeast corner of the Property and will not be utilized.

g. Inventory of Adjacent Structures

Not applicable.

# Uptown at Marana Specific Plan

## Exhibit II.C.8.d: Existing Land Uses Off-Site

**LEGEND**

Well Site



Uptown at Marana  
Marana, Arizona

# Uptown at Marana Specific Plan

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## h. Traffic Circulation and Road System

An updated Traffic Impact Analysis (TIA) has been prepared by Psomas. This section identifies the existing road system currently servicing the Property.

### (1) Existing and Proposed Off-Site Streets and Access

Uptown at Marana can currently be accessed from Interstate 10 via the Marana Road interchange and via Marana and Sanders Roads from other parts of Town. Future roadway improvements in the Project area include an interim Interstate 10 and Marana Road traffic interchange, which is expected to be completed by 2026.

Marana Road is a two-lane, paved, undivided major collector with a speed limit of 45 mph. Beginning approximately ½ mile west of Sandario Road, Marana Road was recently realigned to intersect with Sandario Road approximately 900 feet south of the former intersection. (See **Exhibit II.C.8.h(1): Marana Road Realignment.**)

Sandario Road is an existing two-lane undivided major collector with a posted speed limit of 35 mph.

Sanders Road is an existing two-lane undivided roadway west of the Property. It is classified as a major collector south of Marana Road, with a posted speed limit of 45 mph. North of Marana Road, Sanders Road is unpaved.

### (2) Intersections

Access into the Project will be from two intersections Marana Road. (See **Traffic Impact Analysis for Uptown at Marana**, which provides a detailed analysis of various intersections in the Project vicinity.)

An extension of Tangerine Farms Road from its existing terminus to Sandario Road is projected to be in place by Project buildout (2031). (See **Exhibit II.C.8.h(2).**)

### (3) Alternate Modes

The Project is planned to accommodate vehicular and pedestrian traffic. There are no sidewalks or designated bike routes existing on the Project perimeter. The Project is accessible by the Pima County Rural Transit System via Marana Road.

### (4) Current Traffic Volumes and Level of Service

The TIA delineates the current traffic volumes and the level of service (LOS). Level of service is a qualitative description of how well a roadway

## Uptown at Marana Specific Plan

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operates under prevailing traffic conditions. LOS is based on a grading system of A through F, similar to academic grades. LOS A is free-flowing traffic, whereas LOS F is forced flow and extreme congestion. LOS C is the performance standard for Northwest Marana roadways.

(5) Roadway Improvements

The TIA discusses the roadway improvements designed to improve access to the area and the Project according to the Pima Association of Governments 2001-2025 Regional Transportation Plan and the Arizona Department of Transportation Current Five-Year Transportation Facilities Construction Program (2004-2008).

(6) Existing Bicycle and Pedestrian Ways Adjacent to the Site

There are no bicycle or pedestrian ways immediately adjacent to the Project site. The nearest bicycle lane is provided along both the East and West 1-10 Frontage Roads.

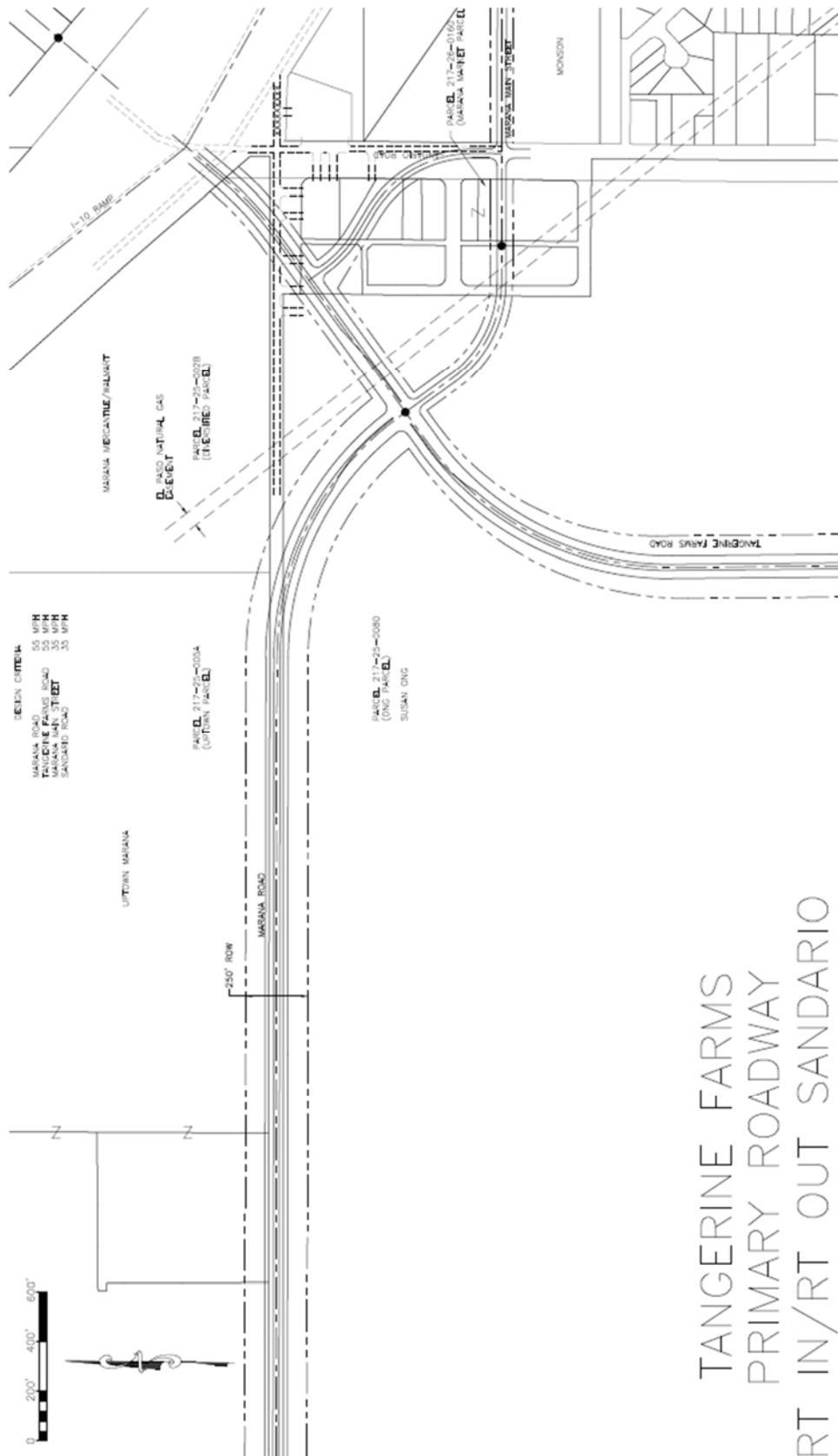
# Uptown at Marana Specific Plan

Exhibit II.C.8.h(1): Marana Road Realignment



# Uptown at Marana Specific Plan

Exhibit II.C.8.h(2): Tangerine Farms Road Realignment



# Uptown at Marana Specific Plan

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## 9. Existing Infrastructure and Public Services

### a. Open Space, Recreation Facilities, Parks and Trails

The nearest existing park near the Project area is the Ora Mae Harn District Park approximately 1.5 miles to the southeast. This 40-acre park is located on the northeast corner of Barnett Road and Lon Adams Road, adjacent to the Marana Town Hall and Marana Police Station.

Two additional parks are located approximately two miles south of the Project. Gladden Farms District Park is a newly completed municipal park located within Gladden Farms, and the proposed Marana Heritage Park is adjacent to the district park. The Marana Heritage Park is located along the Santa Cruz River Trail and will provide park facilities, museums and agricultural exhibits.

There are two proposed trails on the east side of I-10. The CAP Canal Trail is considered a Primary Trail on the Town of Marana Trail System Map and is proposed within a utility right-of-way. It will accommodate pedestrian, horse and bicycle traffic. The Power Transmission Line Trail is considered a local trail within a utility right-of-way and will also accommodate pedestrian, horse and bicycle traffic. Both trails are within two miles of the site. One district park is proposed east of I-10, north of Tangerine Road. (*See Exhibit II.C.9: Open Space, Recreation Facilities, Parks and Trails.*)

### b. Existing Infrastructure and Public Services

#### (1) Schools

The Project is located within the Marana Unified School District, and the following schools are approximately one mile away from the Uptown at Marana Project:

Estes Elementary School, 13650 N. McDuff Road

Marana Middle School, 11279 W. Grier Road

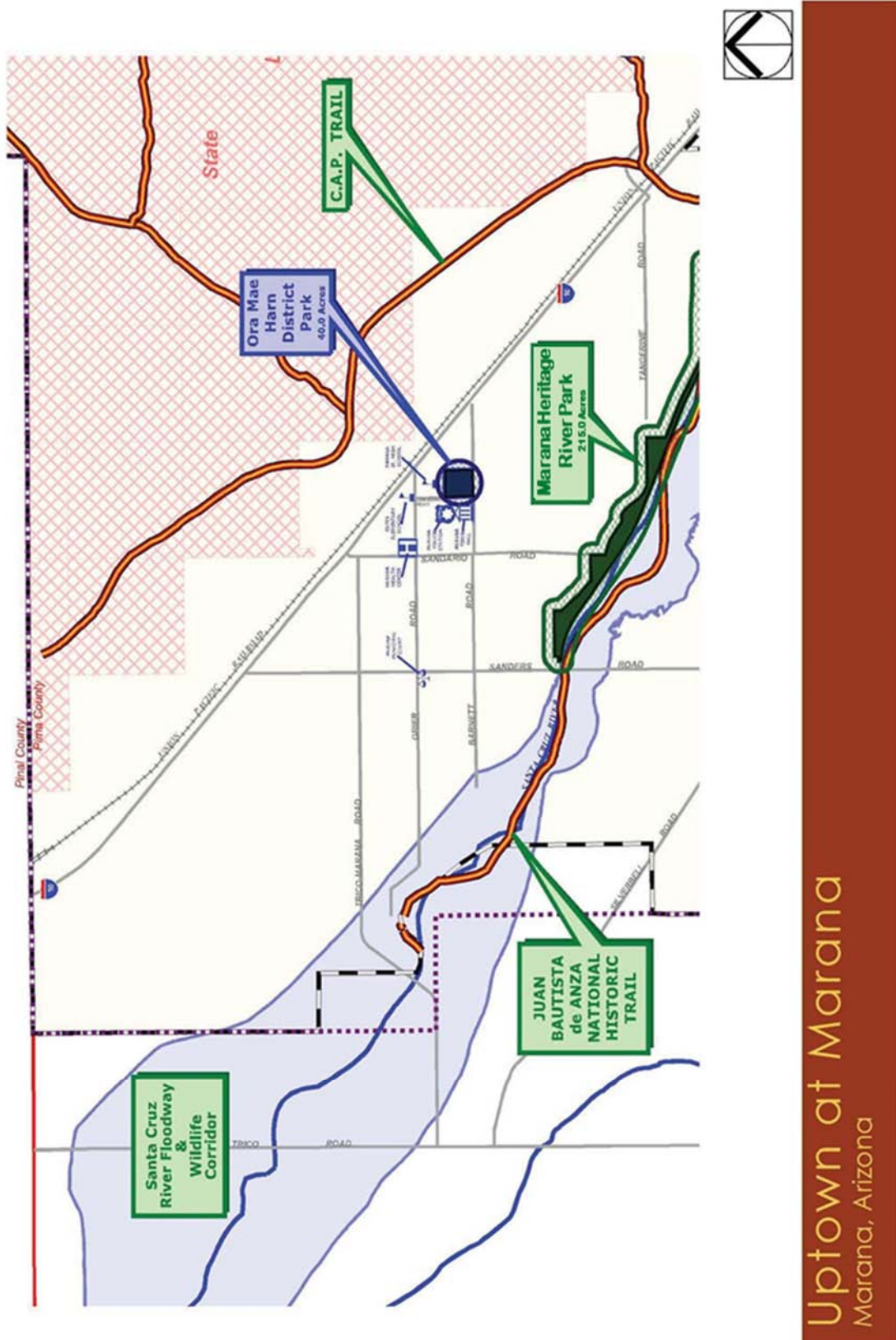
Marana Plus Alternative Education High School, 11279 W. Grier Road

#### (2) Sewer

There is an existing 15-inch sewer line (G-2003-024) installed within the Marana Road right-of-way adjacent to the Property. A new Town of Marana 1.5 mgd wastewater plant will serve the Project site.

# Uptown at Marana Specific Plan

Exhibit II.C.9: Open Space, Recreation Facilities, Parks and Trails



## Uptown at Marana Specific Plan

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### (3) Fire Services

The Project is within both the Avra Valley Fire District and the Northwest Fire District. The Districts have entered into a mutual aid agreement to serve the Uptown at Marana Project. The nearest fire station is the Northwest Fire District's Station 36, located at 13475 Marana Main Street.

### (4) Cortaro -Marana Irrigation District (CMID)

The Project site is currently being irrigated for agricultural uses by the University of Arizona. Other irrigation canals pass through or are adjacent to the site connecting to other land currently under agricultural production. These canals will be allowed to continue underground or will be otherwise addressed per CMID requirements.

### (5) Water

There is one well belonging to the University of Arizona in the southeast corner of the site which will not be utilized. The nearest point of service is a 6" line at the southeast corner of the site along Marana road, connected to a 12" line in Sandario Road. It may be necessary to upgrade the 6" line to a 12" line to insure adequate pressures and flows. The second point of connection is to an 8" line near the southwest corner of the site in Sandario Road.

*(See Exhibit II.C.9.b: Existing Utilities.)*

The Town of Marana Municipal Water Department has indicated that this site is within their service area and they have provided a will serve letter, which is included in the Appendix. Therefore, water service is assumed to be provided for this Project. The Marana Water Department has an assured water supply per the Arizona Department of Water Resources.

The approval of water meter applications is subject to the availability of water service at the time an application is made. The developer shall be required to submit a water service agreement identifying water use, fire flow requirements and all major on-site and off-site water facilities.

The developer shall construct a water distribution system to serve the development and transfer title of the system to the Town of Marana, in consideration the Town of Marana shall operate, maintain and service the system.

The water system to be designed for this Project will connect to existing lines at the Project boundaries. There is no additional booster capacity

## Uptown at Marana Specific Plan

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anticipated. However, a water storage tank, adequately sized to meet fire flow demands, may be required.

Installation of infrastructure for non-potable water service to all public landscaping, open space, medians, recreation areas, and other common areas will be completed per Town of Marana Municipal Water Department requirements.

### (6) Other Utilities and Services

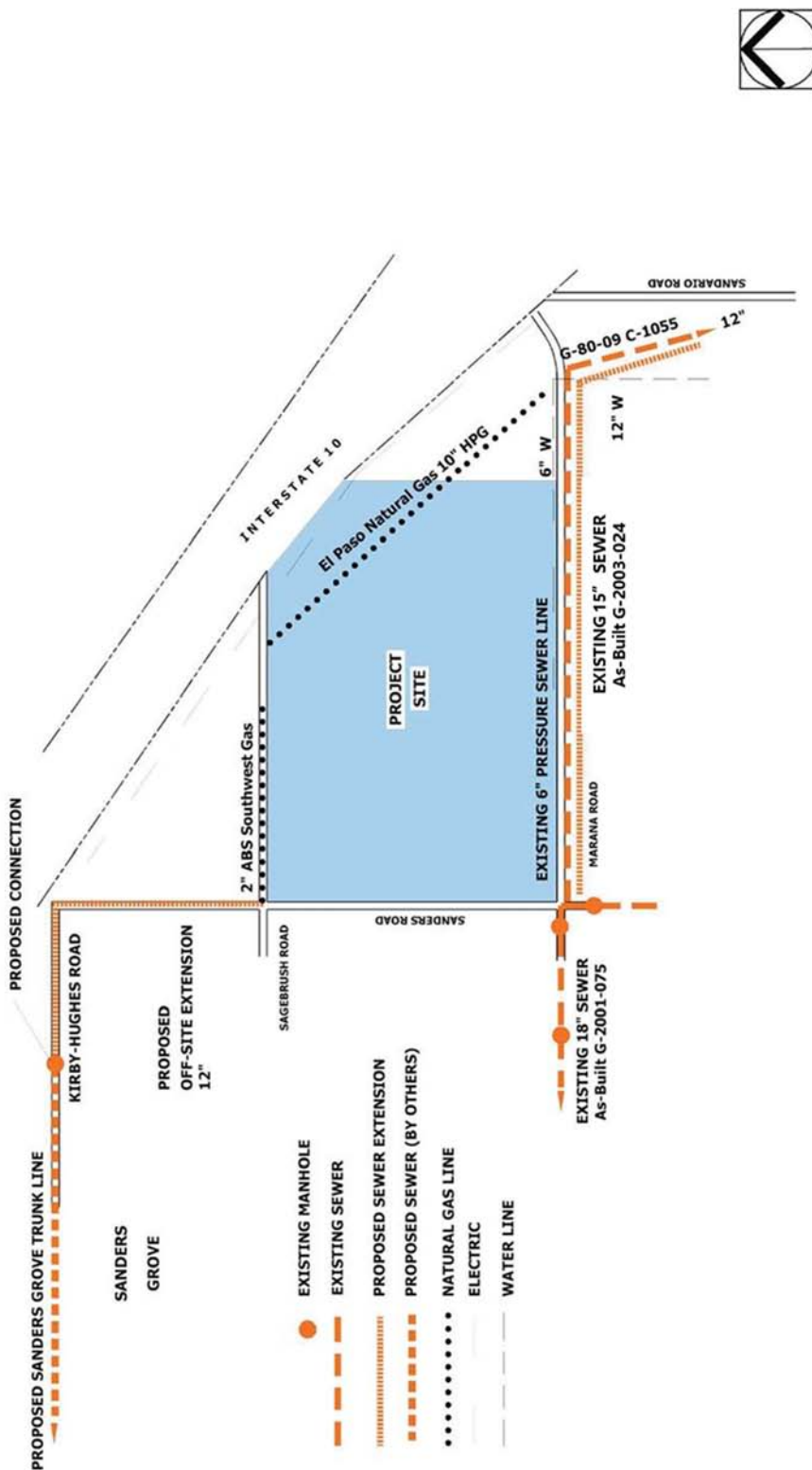
- Gas: El Paso Natural Gas (EPNG). A 10 ¾" El Paso Natural Gas line runs diagonally through the site. This gas line cannot run parallel to or be located within a right-of-way (can be crossed only) and no structures may be placed over the easement. EPNG may require reinforced concrete where the easement is crossed. (See ***Exhibit II.C.9.b: Existing Utilities.***)

Southwest Gas has service along Marana Road to Sandario Road, and a 2" ABS line along Sagebrush Road. (See ***Exhibit II.C.9.b: Existing Utilities.***)

- Electric: Tucson Electric has facilities along Marana Rd. to Sandario Road. There are overhead power lines parallel to Interstate 10. (See ***Exhibit II.C.9.b: Existing Utilities.***)
- Phone: Telephone service is available in this area through Qwest Communications.
- Cable TV: Comcast Cable service is available in this area.
- Internet: Qwest indicates that DSL would be available in this area.
- Irrigation: According to Cortaro-Marana Irrigation District and the Town of Marana Planning and Zoning Department, there would need to be negotiations to retain rights to use District water for irrigation of landscaping on the Uptown at Marana Project.
- Fiber Optics: Qwest has fiber optic technology available along Marana Road.

# Uptown at Marana Specific Plan

## Exhibit II.C.9.b: Existing Utilities



Uptown at Marana  
Marana, Arizona

## III. DEVELOPMENT PLAN

Uptown at Marana is located on 205 acres in northwest Marana, fronting the Interstate 10 Freeway and accessible by the Marana Road interchange. The Specific Plan combines retail space and residential enclaves into a cohesive community that will be the focal point of development in the area. This section of the Specific Plan details the goals and objectives of the plan, which are implemented through the Development and Design Standards.

The Specific Plan will provide for the location and intensity of uses, circulation system and overall Project character. This lifestyle center provides for a full range of uses that will be interconnected with pedestrian linkages and open spaces.

### A. OBJECTIVES OF SPECIFIC PLAN

Through the use of the Specific Plan, the Owners are seeking to implement a mixture of land uses from commercial to residential and open space uses that will create a great living environment for existing and future residents of the Town and Pima County. The commercial portion of the Project will satisfy the retail needs of area residents through a variety of retail opportunities. The architectural elements incorporated into the commercial center will serve to augment the neighborhood feel, while also blending with the Town's existing elements.

This residential development will provide an opportunity for a variety of residential products, including traditional single-family dwelling units, and single and multi-level residential clusters that will fit with the neighborhood feel of the commercial center. These residential units will incorporate a series of architectural elements that will avoid sameness, may be centered around squares and courtyards, and be located in close proximity to the commercial center, which will encourage pedestrian modes of transportation. This residential area will maintain continuity with the architectural elements and style of the Town and the surrounding desert landscape. This residential area will also serve as a transition from the more traditional single-family residences in Sanders Grove to the commercial uses along I-10.

Uptown at Marana will also feature the potential for mixed-use space. This designation provides flexibility with uses and may be developed as residential, commercial, office space, or a combination of all three, depending on the demonstrated needs of the community and Town residents. In any case, the mixed-use parcel will maintain the unique environment of the rest of the development. This area may be more office, employment and service oriented than the retail portion of the Project and could be an additional source of jobs and sales tax revenue for the Town and its residents.

## B. RELATIONSHIP TO ADOPTED PLANS

Uptown at Marana has been designed to achieve the Goals set forth in the Town's General Plan. By addressing the stated action items associated with the different elements of the General Plan, as set forth below, this Project adheres to the established policies and promotes techniques and standards that provide for a dynamic community that furthers the Town's overall vision to promote Community Values, Orderly Growth, and Economic Opportunity.

### Land Use Element

**Goal 1** - Create land use patterns that protect significant natural and cultural environments and provide open space.

b. Policy: Support development that provides open space and trails, preserves views and responds to the rural lifestyle.

**Action:** Require developers to provide open space and trails in their projects.

The Uptown Project has been designed as a walkable, urban-scale community with numerous pathways and open spaces. As part of this design, the developer has provided a centrally located community park and a series of pocket parks all connected by the Community and Parkway Paths. These paths will not only provide access within the Project; the Parkway Path extends to the arterial buffer areas provided along Sanders and Marana for future connection to the regional trail system.

**Goal 2** - Provide opportunities for a diversity of development that maximizes benefits to the community.

a. Policy: Promote new development compatible with existing land uses.

**Action:** Establish appropriate land development designations with densities and in densities that complement existing residential areas.

**Action:** Develop guidelines for enhancing new development and mitigating potential impacts on existing neighborhoods.

**Action:** Locate commercial and industrial uses for direct access to arterial or collector roads without generating traffic into housing areas.

**Action:** Consider mixed use development proposals for future Master Planning Areas in Northwest Marana.

The design of Uptown at Marana provides for a mixed-use development with a series of transitions to the single-family residential uses. The commercial uses serve as an amenity

## Uptown at Marana Specific Plan

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for the Project's residential uses. The commercial center will provide convenient and meaningful retail, entertainment and service uses that are located in a manner that is easily accessible and integrated into the neighborhood design.

The greater Marana area will benefit from the location of the commercial and mixed-use portions of the Project located on Marana Road. Accordingly, traffic impacts to the neighborhoods west of the Project will be minimized.

b. Policy: Provide opportunities for a variety of housing styles and economic levels.

**Action:** Designate a wide range of residential development densities from low-density rural to multi-family urban.

**Action:** Designate areas with residential densities that will allow creative, affordable housing.

The Uptown at Marana Project has been designed to appeal to families and individuals of all ages and all economic levels. Young professionals, first-time homeowners, established families and empty nesters can all find attractive home options to suit their lifestyle and economic needs. The density range for all the residential uses at Uptown is 3.0 - 12.0 du/ac and up to 20 du/ac in the mixed-use areas. The homes available provide homeownership opportunities that require little maintenance and a variety of amenities. Live/work opportunities may also be available in the mixed-use parcels, which provide for residential over retail development.

d. Policy: Provide a development pattern that minimizes public expenditures.

**Action:** Encourage growth in locations where excess infrastructure capacity exists or can be easily extended.

**Action:** Discourage leapfrog or sprawl development.

The Uptown Project is situated in an ideal location for growth, offering adequate infrastructure, established local/regional access and the immediate availability of services. The Project is directly adjacent to Interstate 10 and is accessible via the interchange with Marana Road. Marana Road runs along the southern boundary of the site and Sanders Road makes up the western boundary, both of these roads are designated as arterial roadways.

Providing public services is important for the continued development of Marana. To provide these services efficiently and adequately, service areas need to be expanded in a logical successive manner that does not strain the capacity of the service provider. Uptown complies with this logical expansion of service areas. Sewer and water services are available through existing lines, adjacent to the site. Fire services for this area are available through a mutual aid agreement by both Avra Valley Fire District and the

# Uptown at Marana Specific Plan

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Northwest Fire District.

Natural gas (Southwest Gas), electricity (Tucson Electric), phone (Qwest), cable (Comcast), internet (Qwest), irrigation (Cortaro-Marana), and even fiber optic (Qwest) services are all readily available to the site.

f. Policy: Encourage a compact urban form that is sensitive to environmental features and promotes transit-oriented development.

**Action:** Encourage mixed-use commercial and residential centers, and cluster development patterns in appropriate locations.

Uptown at Marana integrates commercial and residential into a mixed-use development, which helps promote the desired urban form that is carried throughout the neighborhood commercial parcels and the residential parcels.

## Growth Area Element

**Goal 1** - Establish Emerging and Future Growth Areas.

a. Policy: Encourage growth in the three areas identified by the Town as target growth areas.

**Action:** Ensure that infrastructure is provided concurrently with new development.

c. Policy: Recognize and promote the Town's unique economic and market opportunities.

**Action:** Promote growth in areas that have excess infrastructure capacity.

Uptown at Marana will provide all of the necessary infrastructure for each phase of development. Both Sanders and Marana Roads will be improved as part of this Project. The backbone of the water and sewer infrastructure is already in place in the immediate area. Connection to each system will be possible when development begins.

**Goal 3** - Achieve balanced growth throughout the community

a. Policy: Maintain balance by promoting development and economic opportunities in tandem with open space preservation and recreational areas.

**Action:** Identify sites for neighborhood and village clusters of higher residential development surrounded by lower intensity residential uses and/or open space.

As has previously been stated, the Project has been designed to balance growth by featuring a mix of uses. The Project is also a prime location for higher intensity residential products because it is being planned in tandem with commercial and will provide a

# Uptown at Marana Specific Plan

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transition to the lower intensity residential uses to the west in the Sanders Grove project.

The Project's residential parcels enjoy excellent access to open space areas and direct access to recreation areas has been integrated into the parcels. Where direct access is not planned, it is provided via the pathway system. The accessible open space areas include all the neighborhood parks and the central community park.

## Environment Element

**Goal 1** - Protect and conserve natural resources

a. Policy: Protect regional air quality.

**Action:** Encourage alternative modes of transportation to reduce vehicle miles traveled.

Uptown at Marana has been designed to promote alternative modes of transportation. The Project is extremely pedestrian-friendly with short walks between all uses and open space areas. The residential and neighborhood commercial parcels have all been designed at a human scale with street concentrated buildings, on- street parking and reduced pavement widths. The concentration of the buildings toward the streetscape promotes neighbor interaction while reducing the dominance of the automobile with regards to the design of the community.

## Recreation and Open Space Element

**Goal 2** - Plan and develop a Marana Trails and Pathways Plan that connects regional trails with local trails, neighborhoods, and recreational amenities.

c. Policy: Design and develop connector and local trails to provide use access to the primary and river park trail system.

**Action:** Require neighborhood trail development within individual residential developments.

**Action:** Require trail connections from residential areas to schools, parks and other community facilities.

**Goal 3** - Provide a system of developed parks and recreational facilities distributed throughout the community

c. Policy: Support the development of recreational facilities in new residential areas.

**Action:** Require private recreation areas in all new medium or high-density residential developments containing fifty or more dwelling units.

**Action:** Provide for neighborhood park maintenance by homeowner association

# Uptown at Marana Specific Plan

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agreements.

The open space areas and path systems at Uptown have been designed to aesthetically enhance the built environment while providing recreational opportunities for residents.

Parks may be improved with various amenities including ramadas, playgrounds, open flat lawn areas and play courts. The path system will provide access from the residential areas to the commercial and open space areas. The parkway path will also provide connections to future regional trails along Sanders and Marana Roads. All park and trail areas will be owned and maintained by the homeowners' association.

## C. COMPATIBILITY WITH ADJOINING LAND USES

Uptown at Marana is bordered on the west and northwest by the approximately 835-acre Sanders Grove Master Planned Community and on the east by Interstate 10. The triangle shaped piece immediately east of the Uptown at Marana Property is slated to become a retail development. Uptown at Marana is the perfect Project to unite and take advantage of these adjoining uses. Uptown at Marana will be well equipped to serve the retail needs of its own residents as well as the immediate surrounding area residents. The Uptown at Marana Project not only blends with adjoining land uses, but is really demanded by these uses, and is necessary to the continued expansion of the Town in this area.

## D. LAND USE CONCEPT

The Land Use Concept for Uptown at Marana is designed to provide residents easy access to the adjacent planned commercial components of the Project. The location and context of the residential areas lend themselves to a range of diverse housing opportunities that accommodate a higher-density residential scenario that fits well with this theme. The parcels are divided between Low-Medium Density Residential and Medium-High Density Residential, thereby creating a more compact, pedestrian-oriented living environment. The series of neighborhoods will have strong connections to pocket parks, the community park, mixed-use retail areas and the core commercial area of the development. The expected types of housing may include those listed below:

1. Urban Villa (See *Exhibit III.D.1.*)
2. Courtyard (six-plex, eight-plex, etc.) (See *Exhibit III.D.2.*)
3. Rowhouse (See *Exhibit III.D.3.*)
4. Town house (duplex, tri-plex, four-plex, etc.) (See *Exhibit III.D.4.*)
5. Stacked flat (eight, twelve and sixteen-plex) (See *Exhibit III.D.5.*)
6. Traditional Single-Family

## Uptown at Marana Specific Plan

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Exact housing types may vary based on market forces and sale conditions. As demonstrated on the home examples attached, this range of residential units is more pedestrian friendly and is conducive to the planned mixed-use urban environment. As more and more baby boomers come of age and are settling into retirement age, they are trading in the large family houses for an easier to maintain, more efficient lifestyle. These housing types provide homeowners with all the benefits of owning a traditional single-family home but provide a more casual lifestyle while maintaining individual ownership and a strong sense of community. This range of home products will appeal to the first-time home buyer, usually young married couples with young children, or single professionals looking to transition to home ownership. These homes will provide a diverse and desired housing option that fills a need in the existing local housing market.

The commercial areas in Uptown at Marana include Neighborhood/Regional Commercial and Mixed Use. The Neighborhood/Regional Commercial zone provides a wide range of retail options from small to larger format users. Uptown at Marana's proposed commercial center is envisioned to serve the shopping needs of local residents, although the Project's orientation along Interstate 10 makes it a highly desirable location for businesses seeking to take advantage of the visibility and traffic flow in this area. The Mixed-Use zone provides the flexibility to develop a combination of uses (i.e. residential, commercial, office) in response to market demands.

The above principles have been illustrated in Exhibits III.E.1-3, Conceptual Land Use Plans, which are provided for illustrative purposes to demonstrate potential development scenarios for Uptown at Marana.

The open space system is linear in nature and represents an opportunity for Project-wide connectivity. Uptown at Marana will include active and passive recreation opportunities, including ramadas, playground equipment, gardens, open flat lawn areas for informal, organized games (soccer, softball, etc.), play courts and path system linking the open space to the community trail system.

Integrated throughout the neighborhood will also be a series of small pocket parks which vary in size from neighborhood to neighborhood. The exact size, location and configuration of all open space amenities shall be determined at plat and site plan approval.

The compact nature of the residential portions of Uptown at Marana lends itself to a walkable community that emphasizes recreational opportunities. The community trail system and the parkway trail connections will allow all residents to easily and conveniently move about the entire community without having to utilize the automobile. The Community Trail will link the open space areas and will circulate through the residential sections of the Project.

# Uptown at Marana Specific Plan

Exhibit III.D.1: Production/Density Study – Urban Villa

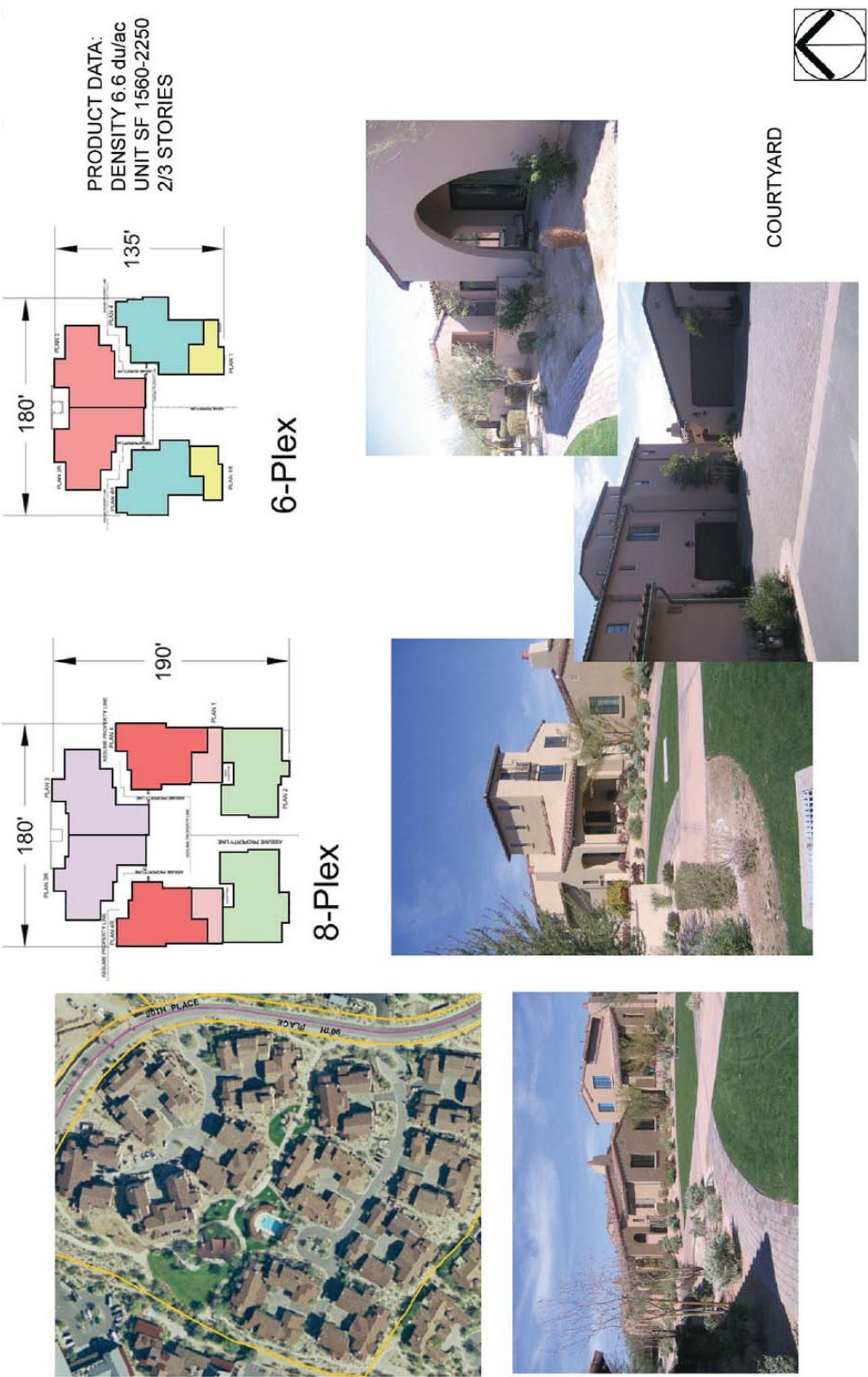


Uptown at Marana  
Marana, Arizona



# Uptown at Marana Specific Plan

Exhibit III.D.2: Production/Density Study – Courtyard



Uptown at Marana  
Marana, Arizona

# Uptown at Marana Specific Plan

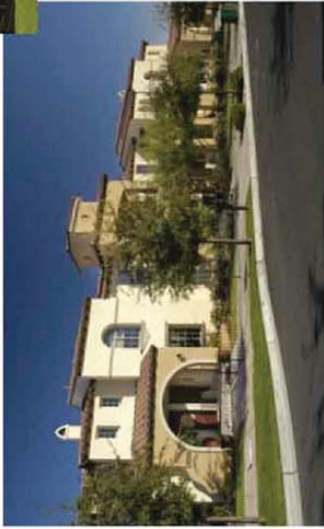
Exhibit III.D.3: Production/Density Study – Rowhouse



Floorplans  
2 Story



PRODUCT DATA:  
DENSITY 7.5  
2 STORIES



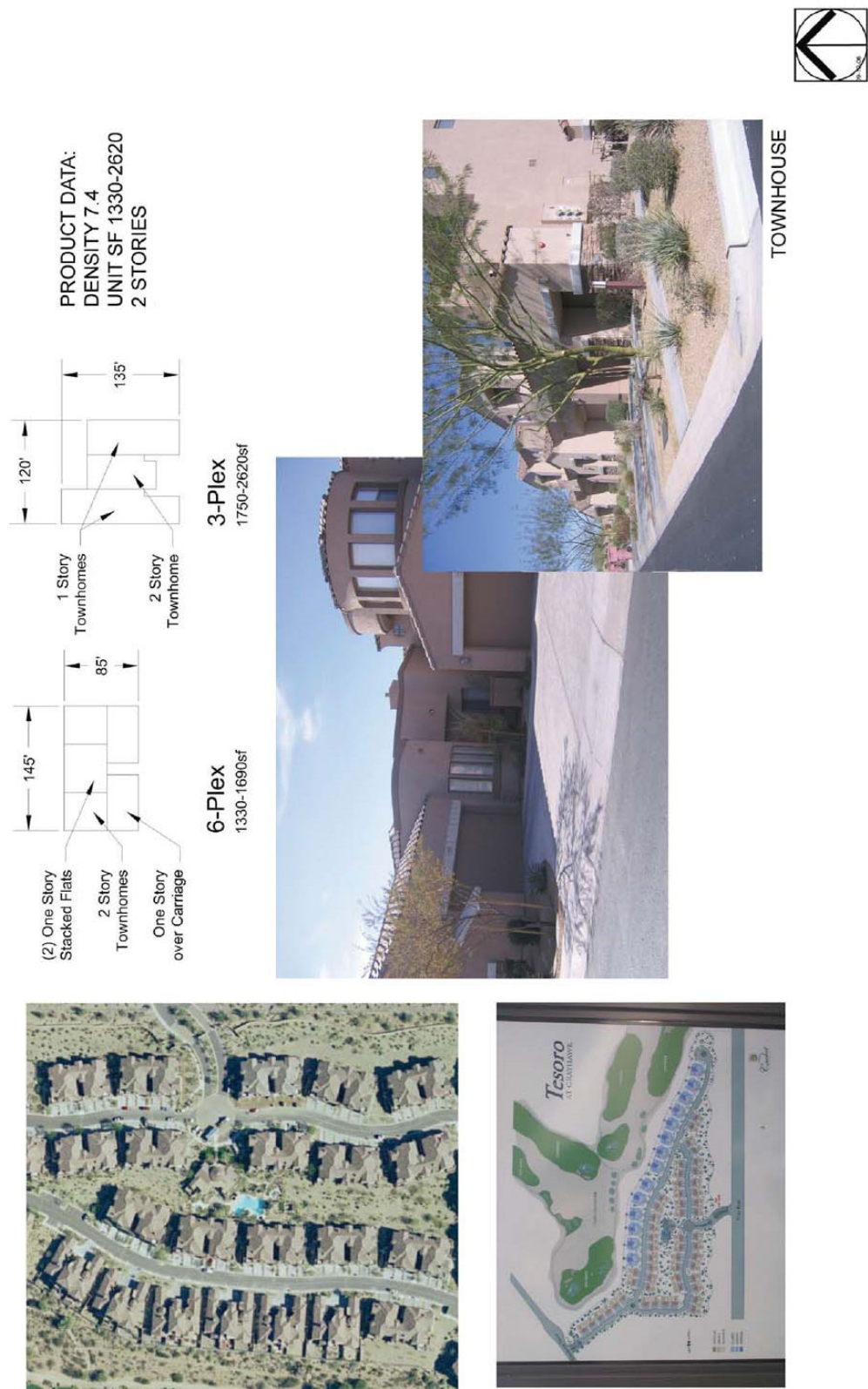
ROWHOUSE



Uptown at Marana  
Marana, Arizona

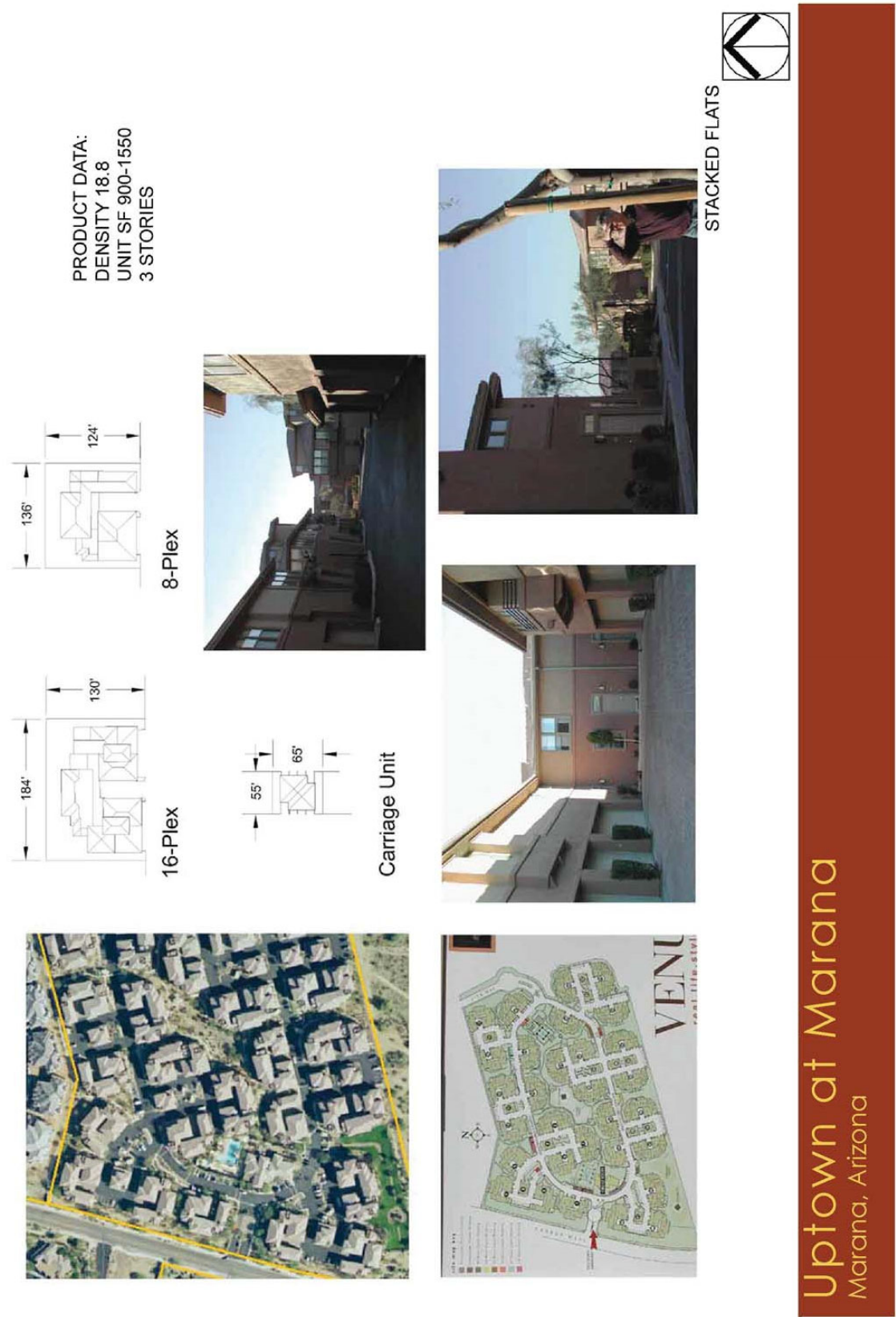
# Uptown at Marana Specific Plan

Exhibit III.D.4: Production/Density Study – Town House



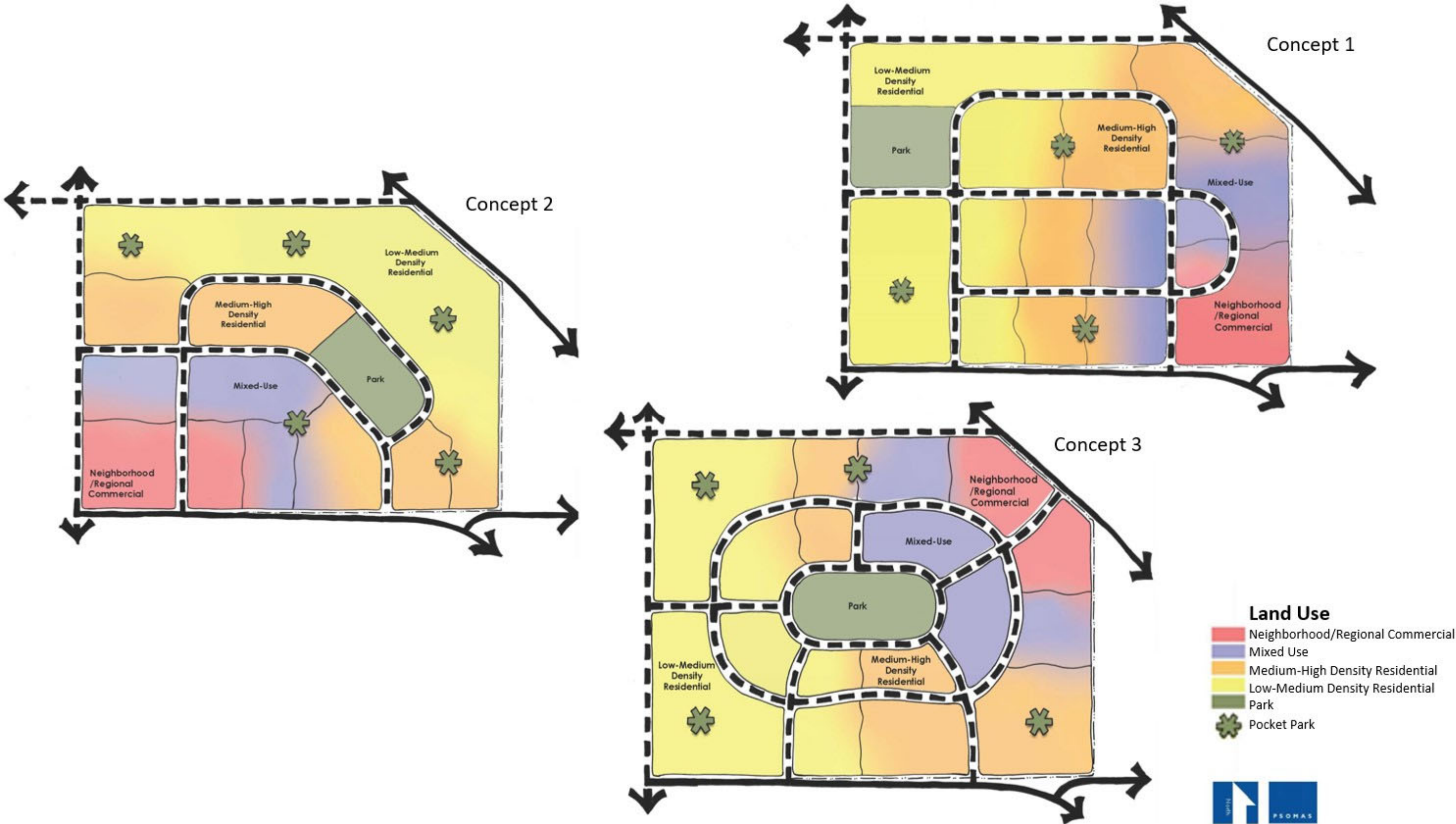
# Uptown at Marana Specific Plan

Exhibit III.D.5: Production/Density Study – Stacked Flat



## E. CONCEPTUAL LAND USE PLAN

The Uptown at Marana Project incorporates a balanced variety of land uses that are intended to blend seamlessly into one unique community. As is clear from the Conceptual Land Use Plans provided as illustrative examples of the different ways in which the Project may develop (*Exhibits III.E*), there is a natural flow between the commercial center and residential development. A minimum of 15 acres of the Project area will be developed with commercial uses. The mixed-use space will serve as a transition area and may be utilized for residential, office and/or commercial development. The development presents a balanced community, incorporating retail space but maintaining a neighborhood feel through the provision of recreation amenities, consistent architectural guidelines and encouraging a variety of housing types and supporting neighborhood services. The circulation elements, both pedestrian and vehicular, are integrated to maximize the community's accessibility, while mindful for preserving the aesthetic and visual setting.



## F. CIRCULATION

Uptown at Marana is served by a network of internal collectors, local streets and alleyways. All major streets in the Project are intended to be public. Streets in future blocks may be private; this will be determined at the time of platting. A circulation plan detailing Uptown at Marana's internal circulation system is included as ***Exhibit III.F.1 Circulation Concept Plan***. All streets shall be per the Town of Marana standard street sections unless other street sections are approved at the time of development.

Private alleyways provide access to the garage side of a unit, which fronts a Collector or Local Street. Parking on an alleyway is prohibited; however, parking bays may be provided within a Neighborhood to accommodate guest parking requirements. Alleyways are detailed on ***Exhibit III.F.2: Alleyway Cross Section***.

This circulation system is designed to promote the Project's pedestrian friendly environment. The principles and elements in ITE's Context Sensitive Solutions manual were used in the design of the circulation system of this Project. Sidewalks are provided on both sides of each roadway, except alleyways in order to facilitate continuity of the pedestrian experience.

Public streets shall be constructed in accordance with the Town's adopted standards except as otherwise specified in this Specific Plan. As displayed on ***Exhibit III.F.1: Circulation Concept Plan***, the major access point for the Specific Plan will be on Marana Road, west of its planned intersection with Tangerine Farms Road. It will serve both the commercial and residential areas of the Project. One additional access point is proposed along Marana Road, and another residential entrance is off Sanders Road. It is anticipated that Sagebrush Road will be abandoned and accordingly, no road improvements are proposed. A 25-foot landscape buffer will be constructed along the portions of the Project adjacent to Sanders and Marana Roads, and a 15-foot landscape buffer will be provided around the remaining perimeter.

The Master Developer will be responsible for constructing the on-site and off-site improvements as determined by the Town of Marana based on the data found in the TIA.

The compact nature of the residential portions of Uptown at Marana lends itself to a walkable community that emphasizes recreational opportunities. The community pathway system and the parkway trail connections will allow all residents to easily and conveniently move about the entire community without having to utilize the automobile. The sidewalks, trails, parks and open space system proposed for Uptown at Marana play an important role in achieving the goals and objectives of the Project. The trail system will be integrated with the sidewalks and may be in addition to, or in lieu of, dependent on final design.

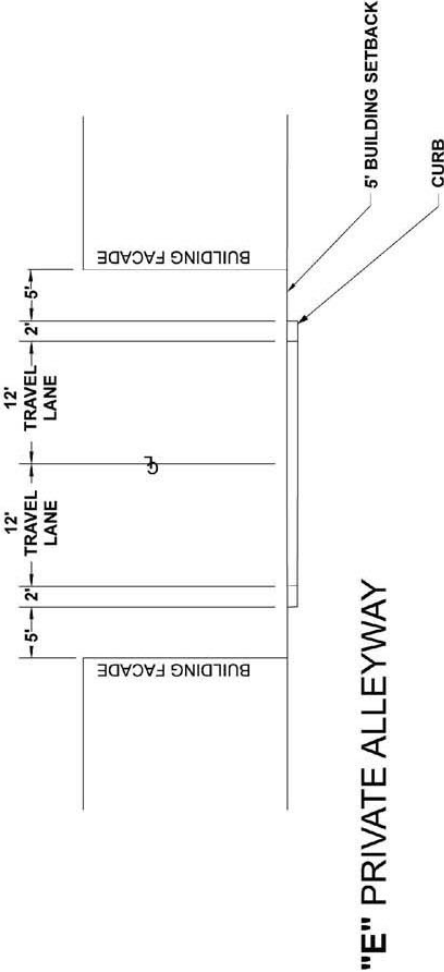
# Uptown at Marana Specific Plan

Exhibit III.F.1: Circulation Concept Plan



# Uptown at Marana Specific Plan

Exhibit III.F.2: Alleyway Cross-Section



Uptown at Marana  
Marana, Arizona

## G. GRADING CONCEPT

Because the Project site has been completely leveled for agricultural uses, the development will require mass grading and engineered fill. Prior to final design, a geotechnical evaluation will be performed with recommendations for earthwork operations and designed fill. It is anticipated that there will be on-site retention, using the soil from constructed basins to raise the site above the regulated floodplain where necessary.

## H. WATER RESOURCES

The Uptown at Marana development will not impact existing site drainage patterns. The proposed plan will collect the upstream runoff and direct it toward the downstream Project boundary to be released, together with the mitigated on-site discharge, in a sheet-flow fashion very similar to the existing condition.

## I. POST-DEVELOPMENT HYDROLOGY

Side-inlet channels will be used to collect the approaching sheet-flow. Interior collection will be by scuppers distributing runoff directly into channels and detention/retention basins. Downstream re-lease will be accomplished with weir release along the Project boundary, allowing the discharge to return to sheet-flow in a way very similar to existing conditions - potential erosion problems will be handled with rock rip-rap or similar erosion control facilities to reduce velocities to below existing conditions.

Off-site runoff will be collected along the south and east Project boundaries within open-space areas, and then conveyed through the site to the northwest Project corner. This storm water will be detained as necessary and then released from the proposed Project site in much the same manner as in the existing condition. The final design for the drainage scheme to handle both off and on-site storm water runoff will be addressed in the master drainage plan and will adhere to current Town of Marana development standards and applicable basin management plans. A master drainage plan will be prepared during the platting process.

There are currently no plans for encroachment, or modification of the existing drainage patterns.

A drainage map showing the direction of Hydrological drainage is found as ***Exhibit III.I: Post-Development Hydrology Map.***

### Exhibit III.I: Post-Development Hydrology Map



Uptown at Marana  
Marana, Arizona

# Uptown at Marana Specific Plan

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## J. ENVIRONMENTAL RESOURCES

The Uptown at Marana Specific Plan is designed as an integrated residential, retail and commercial community. Due to its previous use as an agricultural field, the site has been completely graded. There are no significant environmental resources on the Project. A Phase I environmental report was completed by ACT Environmental, Inc. in February 2005. No hazardous material was found on-site. On February 7, 2007 an update to the environmental report was completed. (*See Appendix - Page 112*)

## K. LANDSCAPE CONCEPT

The intent of the landscape treatments in and around the Uptown at Marana Project is to provide an environment that balances appropriate levels of desert landscaping with smaller pockets of more intense treatments that include lawn areas in open space parks, etc. The landscape design shall be in accordance with the Town of Marana's Native Plant requirements. The design shall complement the architectural and site planning intent by incorporating shade, highlights, screening and or accents where appropriate. Because the development is planned to encourage pedestrian connectivity, the landscape treatment in and around the residential areas will be a critical component for the development.

## L. OPEN SPACE, RECREATION, PARKS AND TRAILS CONCEPT

Functional parks, trails and open space shall be incorporated into the overall design fabric of the Project and will accomplish the objectives of the Town of Marana Open Space, Recreation and Trails System Master Plan by providing linkages to the adjacent shopping amenities and encouraging pedestrian traffic. Parks shall be organized and located to maximize proximity to the largest number of homes within the neighborhood and to maximize accessibility and visibility from the front of surrounding residences. Required open space shall not be located on irregular shaped lotting remnants.

# Uptown at Marana Specific Plan

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The residential component for Uptown at Marana shall include a central community park. The size of the park will be calculated based on Town standards current at time of development. The following active and passive program elements are options within the park:

- Ramadas
- Playground with formal equipment
- Gardens
- Open flat lawn areas for informal organized games (soccer, softball, etc.)
- Play courts
- Path system

In addition to the proposed central community park, a series of small pocket parks are proposed within the fabric of residential zones. These pocket parks are intended for passive open space and may include a small shade structure and sitting area, small play structure with shade element, small water fountain features, open lawn area, planting zones and a path system. These parks will incorporate other amenities and activities.

## M. INFRASTRUCTURE, PUBLIC SERVICES AND UTILITIES

The development of the Uptown at Marana Project will require the following infrastructure, services and utilities. The infrastructure will be constructed in conjunction with each development phase of the Project.

### 1. Sewer

The results of a preliminary analysis of nearby trunk/interceptor sanitary sewer lines to this site have identified that approximately half of the site could be drained southerly into existing mains within Marana Road. The remainder of the Project site's sanitary flow could be drained in the natural, northwesterly direction and carried off site into the Hardin Road Trunkline. The analysis has determined that all service to this site can be accomplished by gravity flow mains. Therefore, no sewage pumping stations or pressurized lines are anticipated for this Project.

There is an existing 15-inch sewer line (G-2003-024) installed within the Marana Road right-of-way adjacent to the Property. A new Town of Marana 1.5-mgd wastewater plant will serve the Project site.

### 2. Schools

As set forth in the prior section, the Project site is located within the Marana Unified School District. The applicant has been in contact with the school district and the

## Uptown at Marana Specific Plan

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district has confirmed that no school site is required for this development. The applicant or designee will donate a voluntary per dwelling unit fee that will be calculated based on the type of homes as the district requests different amounts for single-family and multi-family homes.

### 3. Fire/Emergency Vehicle Service

The Uptown at Marana Project is within the Avra Valley Fire District and the Northwest Fire District and will be served by both pursuant to the Mutual Aid Agreement between the districts.

### 4. Water Service

The Town of Marana Municipal Water Department will provide water service to this Project site. The Marana Water Department has an assured water supply per the Arizona Department of Water Resources and will provide water subject to the completion of a water service agreement.

### 5. Private Utilities

- o Gas: Southwest Gas Corporation will serve the Project.
- o Telephone: Qwest Communications will provide service.
- o Cable/Internet: Comcast Cable will provide service.

### 6. CMID - Irrigation Water

An irrigation canal which is currently under the control of CMID runs along the southern boundary of the Project along Marana Road. In order for the canal to continue to pass water through the Project, all existing ditches will be piped or abandoned by separate agreement with CMID in accordance with their standards. Rights to use District water for landscape irrigation on the Uptown at Marana site will be negotiated if necessary.

## IV. DEVELOPMENT STANDARDS AND DESIGN GUIDELINES

### A. PURPOSE AND INTENT

These regulations provide the standards for the successful implementation of the Uptown at Marana Specific Plan. The Development Standards and Design Standards establish the intensity and character of development, uniquely tailored to this Project design and home type. The regulations provide flexibility to accommodate market conditions and encourage creativity, while also achieving compatibility with the surrounding uses. These standards provide criteria for builders, planners, architects, landscape architects and civil engineers under the direction of the developer. They further provide a basis for the Town in evaluating Project submittals.

### B. GENERAL PROVISIONS

#### 1. Town of Marana Land Development Code

If an issue arises that is not addressed by this Specific Plan; the applicable portions of the Town of Marana Land Development Code ("LDC") shall apply. The Town's Residential and Commercial Standards current at time of construction shall apply to all development with the Project.

#### 2. Building Codes and Additional Uses

##### a. Building Code

All future development within the Specific Plan shall comply with all applicable codes current at time of construction.

##### b. Additional Uses

Whenever a use has not been specifically listed as being a permitted use in a particular zone classification within the Specific Plan, it shall be the duty of the Town Development Services Director to determine if the use is: (a) consistent with the intent of the zone, and (b) compatible with other listed permitted uses. If the Director determines that the use meets both of the foregoing conditions, the use will be allowed. Any person aggrieved by the determination may appeal that decision to the Board of Adjustment.

# Uptown at Marana Specific Plan

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## C. DEVELOPMENT STANDARDS

The following standards shall apply to all new development within the Uptown at Marana Specific Plan. For the purposes of this section, “*non-residential*” shall apply to all land uses that are not residential or residential-related.

### 1. Low-Medium Density Residential

To accommodate detached single-family dwelling units. The target density range for Low-Medium Density Residential parcels is 3.1 - 6.0 units per acre.

#### a. Principally Permitted Uses

- Single-family detached dwelling units
- Common Area Open Spaces and recreation facilities.
- Public Education Facilities
- Religious facilities.
- Wireless communication facilities as permitted by the Marana Land Development Code.

#### b. Permitted Accessory Uses

- Detached accessory structures, such as guest houses, tool sheds, patios and cabanas, non-commercial hobby shops, children's playhouses, etc.
- Swimming pools, spas, and related structures
- Garage, carport or enclosed storage
- Sport courts, unlighted
- Fences and walls
- Home occupations, subject to review and approval by the homeowner's association and the Town of Marana
- Community recreation uses, including sport courts, swimming pools, spas, recreation buildings, patio shelters and other community facilities common to a homeowner's association, for a specific subdivision
- Community identification, entry monuments, community design elements, and other enhancements, common to a homeowner's association, and designed for a specific subdivision and
- Model homes, within an approved subdivision.

#### c. Permitted Temporary Uses

Temporary offices or construction trailers, appurtenant signs, storage incidental to a construction Project and construction trailers, but only for the duration of such Project, not to exceed 24 months. Additional extensions of time may be requested by application to Town of Marana. Temporary model homes or temporary model home complex with parking.

# Uptown at Marana Specific Plan

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d. Development Standards Single-Family Detached

Promotes single-family cluster products, alley-loaded conventional products, and green court products. All single-family detached products utilizing an alley must provide direct access to a public ROW. All single-family detached products utilizing a private drive must provide access to a public ROW within 200 feet via common open space.

|                                                                          |                                          |
|--------------------------------------------------------------------------|------------------------------------------|
| Minimum Lot Size                                                         | 40x80 (3200 SF)                          |
| Alley/Drive Rear Setback                                                 | 5 feet                                   |
| Side Yard Setback                                                        | 5 feet                                   |
| Front Yard Setback                                                       | 15 feet from Collector/Local ROW         |
|                                                                          | 5 feet from 20-ft wide common open space |
| Perimeter Setback*                                                       | 20 feet Arterial                         |
|                                                                          | 15 feet Uptown at Marana boundary        |
|                                                                          | 0 feet parcel boundary                   |
| Max. Building Height                                                     | 25 feet                                  |
| <i>*Perimeter Setback shall be landscaped open space held in common.</i> |                                          |

2. Medium-High Density Residential

To accommodate attached and detached single-family dwelling units, as well as traditional multi-family dwelling units used for development in urban zones; the target density range for Medium-High Density Residential parcels is 6.1-12.0 units per acre.

a. Principally Permitted Uses

- Single-family attached and detached dwelling units.
- Common Area Open Spaces and recreation facilities.
- Public Education Facilities.
- Religious facilities.
- Day Care Facilities
- Wireless communication facilities as permitted by the Marana Land Development Code.

b. Permitted Accessory Uses

- Detached accessory structures, such as guest houses, tool sheds, patios and cabanas, non-commercial hobby shops, children's playhouses, etc.
- Swimming pools, spas, and related structures
- Garage, carport or enclosed storage

## Uptown at Marana Specific Plan

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- Sport courts, unlighted
- Fences and walls
- Home occupations, subject to review and approval by the homeowner's association and the Town of Marana
- Community recreation uses, including sport courts, swimming pools, spas, recreation buildings, patio shelters and other community facilities common to a homeowner's association, for a specific subdivision
- Community identification, entry monuments, community design elements, and other enhancements, common to a homeowner's association, and designed for a specific subdivision and
- Model homes, within an approved subdivision.

c. Permitted Temporary Uses

Temporary offices or construction trailers, appurtenant signs, storage incidental to a construction Project and construction trailers, but only for the duration of such Project, not to exceed 24 months. Additional extensions of time may be requested by application to Town of Marana.

- Temporary model homes or temporary model home complex with parking.

d. Development Standards Single-Family Attached

Promotes single-family townhomes, rowhomes and urban villa products. Rowhomes must provide adjacent access to a public ROW. Townhomes and urban villas must provide access to a public ROW within 200 feet via common open space. Single-family attached buildings are limited to 7 units. End cap units must provide a minimum of 5 feet in additional unit width.

|                                                                   |                                                                     |
|-------------------------------------------------------------------|---------------------------------------------------------------------|
| Minimum Lot Size                                                  | 25x65 (1625 SF)                                                     |
| Alley/Drive Rear Setback                                          | 5 feet                                                              |
| Side Yard Setback                                                 | 0 feet/5 feet (minimum building separation of 10 feet side to side) |
| Front Yard Setback                                                | 15 feet from Collector/Local ROW                                    |
|                                                                   | 5 feet from 20-ft wide common open space                            |
| Perimeter Setback*                                                | 20 feet Arterial                                                    |
|                                                                   | 15 feet Uptown at Marana boundary                                   |
|                                                                   | 0 feet parcel boundary                                              |
| *Perimeter Setback shall be landscaped open space held in common. |                                                                     |

e. Development Standards Single-Family Detached

*See Low-Medium Density Residential (IV.C.1.d.).*

## Uptown at Marana Specific Plan

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f. Development Standards Multi-Family

Promotes multi-family townhomes, urban villas, and stacked flat products. All multi-family products are served by private drives. Parking bays are permitted within a multi-family neighborhood to meet Town parking requirements.

|                                                                          |                                                                                               |
|--------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| Alley/Drive Rear Setback                                                 | 5 feet garage access side                                                                     |
|                                                                          | 10 feet no garage access                                                                      |
| Parking Lot Setback                                                      | 10 feet                                                                                       |
| Building Separation                                                      | 20 feet side to side                                                                          |
|                                                                          | 30 feet front to front                                                                        |
|                                                                          | 25 feet front to side                                                                         |
| Perimeter Setback*                                                       | 20 feet, except setbacks shall increase one foot for each foot of height in excess of 20 feet |
|                                                                          | 15 feet Collector/Local ROW                                                                   |
|                                                                          | 0 feet parcel boundary                                                                        |
| <i>*Perimeter Setback shall be landscaped open space held in common.</i> |                                                                                               |

The parcel area required per unit decreases with the increase in the number of dwelling units as follows:

- 5-8 residential units: 2,250 sq. ft. per dwelling unit
- 9 or more residential units: 1,500 sq. ft. per dwelling unit
- Minimum lot area: 6,000 square feet
- Minimum lot width: 60 feet
- Maximum structure height: 4 stories or 50 feet
- Maximum percent of lot coverage: 65%

3. Neighborhood/Regional Commercial

A minimum of 15 acres of commercial uses will be provided.

a. Principally Permitted Uses.

- Professional offices
- General offices
- Medical offices
- Veterinary clinic
- Financial services
- Public services
- Apparel stores
- Appliance stores
- Arts and crafts supply stores

## Uptown at Marana Specific Plan

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- Banks and financial institutions
- Barber and beauty shops
- Bicycle shops
- Book stores
- Clothing cleaning
- Convenience store without gas
- Drug stores
- Electronic stores
- Flower shops
- Food stores
- Furniture stores
- Hardware stores
- Hotels and motels
- Laundromats
- Office supplies, equipment and sales
- Package liquor stores
- Pet shops (completely enclosed)
- Pubs
- Restaurants
- Stationary stores
- Taverns
- Theaters, not including drive-ins
- Public and Private Schools, including art, language, music and dance schools
- Shoe repair shops
- Sporting goods stores
- Supermarkets
- Wireless communication facilities as permitted by the Marana Land Development Code.
- Religious Facilities
- Public utility facilities required for local service, provided that there are no offices, maintenance facilities, outdoor storage, or any full-time employees related to the site
- Day Care Facilities
- Regional Malls
- Department stores
- Distribution Centers/Warehousing
- Showrooms
- Single-family attached and detached dwelling units
- Multi-family
- Comparable uses as determined by the Development Services Director

# Uptown at Marana Specific Plan

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## b. Temporary Uses

The following temporary uses are permitted in the neighborhood commercial zone as permitted by the Development Services Director, for a specified period of time, and subject to such conditions as may be necessary:

- Seasonal and holiday sales lots
- Special Event Shows, not to exceed 5 calendar days in duration, such as arts and crafts, automobiles, recreational vehicles, and others as may be determined acceptable by the Planning Administrator and provided no such event is permitted within one week of Thanksgiving, Christmas, or New Year's Day.

## c. Conditional Uses

- Drive thru and/or outdoor teller facilities in conjunction with restaurants, banks and/or financial institutions
- Automobile service stations, with or without car wash or service bays
- Convenience store with gas, with or without car wash
- Hospitals and Emergency Facilities

## d. Residential Development Standards

*See Medium-High Density Residential (see IV.C.2.)*

## e. Non-Residential Development Standards

|                                                                 |                                                                                       |
|-----------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Front Yard Setback                                              | 20 feet, except 10 feet where building fronts on the street designated as Section "B" |
| Rear Yard Setback                                               | 20 feet                                                                               |
| Side Yard Setback                                               | 0 feet for attached buildings, 20 feet for single users                               |
| Setbacks from Arterials (Marana & Sanders Roads, Interstate 10) | 50 feet                                                                               |
| Maximum Building Height                                         | 40 feet                                                                               |
| Maximum Building Area (single user)                             | 70,000 square feet                                                                    |

## 4. Mixed-Use

### a. Principally Permitted Uses

- All uses permitted in Neighborhood/Regional Commercial
- Parks and Open Space

# Uptown at Marana Specific Plan

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- Public utility facilities required for local service, provided that there are no offices, maintenance facilities, outdoor storage, or any full-time employees related to the site

b. Permitted Accessory Uses

- Fences and walls
- Carports and garages
- Swimming Pools and recreation buildings which are part of the multi-family development
- Tennis courts, provided they have no lighting
- Other similar recreation facilities as may be determined by the Development Services Director

c. Non-Residential Development Standards

*See Neighborhood/Regional Commercial (see IV.C.3.e).*

d. Residential Development Standards

- No more than 50% of the total acreage of any mixed-use parcel shall be Multi-Family Residential.

*See Medium-High Density Residential (IV.C.2.).*

5. Attached Product Private Amenities

All development with attached home products, including, but not limited to, apartments, condominiums and rowhouses, shall provide on-site private recreation areas and/or other amenities. These private amenities shall be provided in addition to public recreation area/park standards per Section C.11.c, in accordance with the following standards:

- Recreation areas shall provide a minimum of 75 square feet per person for those expected to reside in the development.
- Occupancy rates per home are estimated at:
  - o 1.25 people for a 1-bedroom unit or studio;
  - o 1.75 people for a 2-bedroom unit; and
  - o 3.0 people for a 3-bedroom unit or larger.
- Projects with 30 bedrooms or less are exempt from this requirement.
- Individual recreation areas shall be a minimum of 2,000 square feet.
- Recreation areas shall be landscaped and provided with sufficient natural or

# Uptown at Marana Specific Plan

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manmade screening or buffer to minimize any negative impacts on adjacent residences.

- Each development shall satisfy its recreation area requirements by installing the types of recreation facilities that are most likely suited to and used by the age bracket of persons likely to reside in that development.
- Except for developments that are expected to contain adults almost exclusively, a children's play area should be provided as a mandatory recreation space in the Project.
- The Development Services Director may approve alternatives to recreation areas when other types of amenities, such as a clubhouse, gym or movie theater, are proposed.

## 6. Circulation Standards

The circulation for Uptown at Marana is designed to encourage pedestrian circulation while handling the traffic from the commercial development through a series of public streets. The main access points to the Project are located off of Marana and Sanders Roads, as demonstrated in ***Exhibit III.F.1: Circulation Concept Plan***. All major streets within the Uptown at Marana Project are intended to be public. Streets in future blocks may be private and will be determined at the time of platting. Street sections shall be constructed in accordance with Town standards current at the time of development. Any street sections may be expanded at the intersection with the adjacent arterial streets to accommodate the turn lanes required in the TIA submitted in conjunction with this application.

## 7. Streetscape and Landscape Standards

All landscaping and streetscape treatments within Uptown at Marana will be provided in accordance with Town standards current at time of construction.

## 8. Recreation and Open Space Standards

The sidewalks, trails, parks and open space system proposed for Uptown at Marana play an important role in achieving the goals and objectives of the Project. The ultimate locations for parks and trails will be determined based on several factors, including the location of drainage facilities. Retention areas will, to the extent possible, be usable and accessible. The open space system is linear in nature and represents an opportunity for Project-wide connectivity. The trail system will be integrated with the sidewalks and may be in addition to or in lieu of, dependent on final design. In addition, the trails system will provide an opportunity to link downtown Marana and Uptown at Marana

The Park areas identified on the Concept Plans will include active and passive recreation opportunities, including ramadas, playground equipment, gardens, open flat lawn areas for informal, organized games (soccer, softball, etc.), play courts and path system linking the open space to the community trail system. Integrated throughout the community

## Uptown at Marana Specific Plan

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will also be a series of small pocket parcels which vary in size from neighborhood to neighborhood. The exact size, location and configuration of all open space amenities shall be determined at plat and site plan approval.

The compact nature of the residential portions of Uptown at Marana lends itself to a walkable community that emphasizes recreational opportunities. The community trail system and the parkway trail connections will allow all residents to easily and conveniently move about the entire community without having to utilize the automobile. It is intended that pedestrian users will circulate through the community via Community Trails and Parkway Trails. These pathways are for pedestrian use only and are not intended for bicycle use. Bicycles will be provided for along the interior collector system. Multi-modal trails will be excluded from the Project's trail program as they detract from the compact nature of this urban setting and increase pedestrian/cyclist conflict.

a. Community Trail Standards

The Community Trail will link the open space areas and will circulate through the residential sections of the Project. These trails will be owned and maintained by the Uptown at Marana Homeowners' Association and shall be designed in accordance with Town standards current at time of development.

b. Parkway Trail/Sidewalk Standards

The Parkway Trails will facilitate movement of pedestrians throughout the residential and commercial portions of the Project. These trails shall be designed in accordance with Town standards current at time of development.

c. Park Standards

Active open space areas will be located throughout the residential portions of the Project. Recreation areas will be provided in compliance with Town standards current at time of development.

9. Signage

Signage will be provided in compliance with Town standards current at time of development.

## V. IMPLEMENTATION AND ADMINISTRATION

### A. PURPOSE AND INTENT

The purpose of this section of the Specific Plan is to provide for administration and amendment procedures. It is also important to clarify the roles of the reviewing entities, to establish a seamless review process. As established in the Development Standards and Design Standards section, the DRC will be created by the Master Developer to ensure that the architectural character and landscaping standards are maintained throughout the Project. An Uptown at Marana Property Owners' Association and Homeowners' Association will be formed and will be responsible for all common area maintenance issues for areas not dedicated to the Town of Marana. Additionally, the association will enforce the Master CC&Rs. Sub-associations may also be formed to enforce the CC&Rs specific to the different residential subdivisions.

Implementation of this development will be subject to the design and review process outlined in Section V.D.

### B. PROPOSED CHANGES TO ZONING ORDINANCES

The Development Regulations section of this 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 applicable for the most similar issue, condition or situation shall be used by the Development Services Director to resolve the unclear issue, condition or situation.

### C. PHASING PLAN

Development within Uptown at Marana will be phased in a manner that ensures an adequate level of infrastructure is built to accommodate the development of each phase. Market considerations will ultimately dictate the Project's phasing.

## D. DEVELOPMENT REVIEW PROCEDURES

A Design Review Committee (DRC) will be formed by the Master Developer to review development proposals within the Uptown at Marana Project. This review procedure will ensure that the high standards defined in this document are maintained. These standards are conceptual in nature, providing flexibility to the DRC to make changes in the overall interest of the Uptown at Marana Project. All plats and development proposals shall follow Town of Marana review and approval procedures

### 1. DRC Duties and Membership

The DRC will review and approve development plans for conformance with the Uptown at Marana Specific Plan before the development plans are approved by the Town or any construction begins. The DRC will refine these standards, establish review procedures and administer the design review process for Uptown at Marana. Specifically, the DRC will review design issues relating to site design, architectural elevations, entry statements, screen and buffer design, landscape plans, utility design/construction and sign design within the Uptown at Marana Project to ensure compliance with this Specific Plan. It is strongly encouraged that the DRC approval be obtained prior to development plan submittal to the Town. The DRC committee shall consist of no fewer than seven members, and those members must include the following participants: The Chairman or designated member of the Planning and Zoning Commission, the Development Services Director or authorized designee, and a member of the community at large. The other members should include three Master Developer representatives and a landscape architect.

### 2. Design Review Procedures

Establishment of review procedures will be based on the following standards and apply only to the Master Developer and DRC and are independent of the Town's Project review procedures:

- a. Require a pre-design meeting with the builder, owner or architect to offer direction in preparing preliminary plans.
- b. Review of preliminary plan submittal to determine general conformance with these Design Standards.
- c. Review fees, if any, may be established by the DRC.
- d. Following preliminary approval, a review of the final submittal which should contain information detailed enough to allow the DRC to determine compliance with these standards.
- e. The DRC reserves the right to inspect all work in progress and give notice of non-compliance.
- f. The right of final approval for all complete construction to assure consistency with these standards.

# Uptown at Marana Specific Plan

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## 3. Preliminary Submittal

The preliminary plan submittal must include all of the following:

- a. Development plan at appropriate scale showing the location of buildings, building envelope, the relationship of all buildings or other major structures, driveway, loading and parking areas, and a grading plan, including existing and proposed topography.
- b. Roof plan and floor plans (at no less than 1/8" = 1'0").
- c. Landscaping plans at the same scale as the Site Plan.
- d. Exterior elevations (all) with both existing and proposed grade lines shown at the same scale.
- e. Indication of all exterior materials and colors.
- f. Any other drawings, materials or samples requested by the DRC.
- g. To assist in evaluation of the preliminary plans, the DRC may request preliminary staking of the locations of the corners of the buildings.

## 4. Final Submittal and Review

After preliminary approval is obtained from the DRC, the DRC may require the following documents to be submitted for final approval. Final approval and permitting from the Town of Marana will be required prior to any site or building construction:

- a. Development plan showing the location of the building, building envelope, the relationship of all buildings or other major structures, driveway, loading and parking areas, a grading plan, including existing and proposed topography. An indication of where storage of materials and debris will be confined will also be included.
- b. Roof plans and floor plans (at no less than 1/8" = 1'0".)
- c. Samples of all exterior materials and/or colors.
- d. Exterior elevations.
- e. Complete landscape plan, at the same scale as the development plan, showing areas to be irrigated, proposed plants and sizes, driveway locations, drainage and retention, decorative features, etc., if not shown elsewhere on architectural plans.
- f. Engineering certification of foundations and the securing of a building permit is the responsibility of the owner and/or builder. Construction documents (working drawings and specifications) are to be in accordance with the final design and plans approved by the DRC. Clearing, grading or construction should not commence until all of the above requirements are satisfied.
- g. If a response from the DRC is not received within 45 days, the plans are automatically approved on the 46th day following submittal.
- h. Final approval and permitting from the Town of Marana will be required prior to any site or building construction.

## 5. Subsequent Changes

Additional construction, landscaping or other improvements and/or any changes after completion of an approved structure must be submitted to the DRC and the Town for approval prior to making such changes and/or additions.

# Uptown at Marana Specific Plan

---

## 6. Re-submittal of Plans

In the event of any disapproval by the DRC of either a preliminary or a final submission, a re-submission of the plans should follow the same procedure as the original submittal.

A development plan shall be required for all development within the Specific Plan area requiring a building permit.

## 7. Exemptions

The following is a list of activities that are exempt from the Development Plan Review process. This list is not all-inclusive. The Development Services Director may exempt other special activities not covered by this example listing.

- a. All interior changes, alterations, construction
- b. Repainting with existing color
- c. Reglazing, new mullions
- d. Re-landscaping of existing structure
- e. Re-roofing with similar roofing materials
- f. Minor exterior repairs
- g. Demolition Exterior mechanical (heating, air conditioning, water heater, etc.)

# Uptown at Marana Specific Plan

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## E. SPECIFIC PLAN REVISIONS AND AMENDMENTS

Revisions that are minor in nature or reasonable extensions other than those applied as a condition of approval shall be submitted for review and approval administratively by the Development Services Director, subject to appeal to the Planning Commission and Town Council. Significant changes, additions or omissions shall be submitted for review and approval by the Planning Commission and Town Council.

The following revisions to the Specific Plan are minor:

1. The addition of new information to the Specific Plan maps or text that does not change the effect of any regulations or standards.
2. Changes to the community infrastructure, such as roads, drainage, water, and sewer systems which do not have the effect of increasing the development capacity in the Specific Plan area, nor change the concepts of the Plan.
3. 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 the final road alignments.
4. The determination that a use be allowed which is not specifically listed as permitted but which may be determined to be similar in nature to those uses explicitly listed as permitted.

## F. SPECIFIC PLAN REPORT

The owner or agent for the adopted Specific Plan shall annually, within thirty (30) days of the anniversary of the Specific Plan approval, submit a written report to the Town of Marana in accordance with requirements of the Town of Marana Land Development Code.

# APPENDIX

## LEGAL DESCRIPTION

The following is a total parcel description for the Uptown at Marana property:

*THAT PORTION OF THE NORTH HALF OF SECTION 21, TOWNSHIP 11 SOUTH, RANGE 11 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:*

*COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 21, BEING A BRASS CAP IN HAND HOLE; THENCE NORTH 00° 30' 58" WEST, ALONG THE WEST LINE OF SAID SECTION 21, TOWARD THE NORTHWEST CORNER OF SAID SECTION 21, BEING A HALF INCH REBAR, A DISTANCE OF 30.00 FEET; THENCE NORTH 39° 21' 04" EAST, PARALLEL WITH AND 30.00 FEET NORTH OF THE EAST-WEST MID-SECTION OF SAID SECTION 21, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;*

*THENCE NORTH 00° 30' 53" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF SANDERS ROAD AS SET FORTH IN DOCKET 368, PAGE 7, RECORDS OF PIMA COUNTY, ARIZONA, BEING PARALLEL WITH AND 30.00 FEET EAST OF SAID WEST LINE OF SECTION 21, A DISTANCE OF 2606.23 FEET TO THE NORTH LINE OF SAID SECTION 21; THENCE NORTH 39° 19' 33" EAST, ALONG SAID NORTH LINE OF SECTION 21, A DISTANCE OF 2612.43 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 21; THENCE NORTH 89° 22' 51" EAST, ALONG SAID NORTH LINE OF SECTION 21, A DISTANCE OF 165.02 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 10 (ALSO KNOWN AS THE CASA GRANDE TUCSON HIGHWAY), AS CONVEYED TO THE STATE OF ARIZONA BY DEED RECORDED IN DOCKET 1934, PAGE 496, RECORDS OF PIMA COUNTY, ARIZONA AND AS SHOWN ON THOSE CERTAIN A.D.O.T. PLANS DATED SEPTEMBER, 6, 1960, PROJECT NO. 1-10-4 (26) 231; THENCE SOUTH 50° 29' 00" EAST, ALONG SAID RIGHT-OF-WAY LINE, 759.92 FEET; THENCE SOUTH 46° 57' 59" EAST, ALONG SAID RIGHT-OF-WAY LINE, 299.73 FEET; THENCE SOUTH 00° 25' 40" EAST, PARALLEL WITH AND 1680.00 FEET WEST OF THE EAST LINE OF SAID SECTION 21, A DISTANCE OF 1910.15 FEET; THENCE SOUTH 89° 21' 04" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF MARANA ROAD AS SET FORTH BY PIMA COUNTY ESTABLISHMENT NO. 114, BEING PARALLEL WITH AND 30.00 FEET NORTH OF SAID EAST-WEST MIDSECTION LINE OF SECTION 21, A DISTANCE OF 3573.59 FEET TO THE POINT OF BEGINNING.*

*(THE PARCEL DESCRIBED ABOVE CONTAINS 207.75 ACRES, MORE OR LESS)*



THE STATE OF ARIZONA  
**GAME AND FISH DEPARTMENT**

2221 WEST GREENWAY ROAD, PHOENIX, AZ 85023-4399  
(602) 942-3000 • AZGFD.GOV

GOVERNOR  
JANET NAPOLITANO  
COMMISSIONERS  
CHAIRMAN, W. HAYS GILSTRAP, PHOENIX  
JOE MELTON, YUMA  
MICHAEL M. GOLIGHTLY, FLAGSTAFF  
WILLIAM H. MCLEAN, GOLD CANYON  
BOB HERNBRODE, TUCSON  
DIRECTOR  
DUANE L. SHROUFE  
DEPUTY DIRECTOR  
STEVE K. FERRELL



December 28, 2005

Ms. Olivia M. Munzer  
SWCA  
2120 N. Central Ave.  
Suite 130  
Phoenix, AZ 85004

Re: Special Status Species Information for Township 11 South, Range 11 East, Section 21;  
Proposed Residential Development.

Dear Ms. Munzer:

The Arizona Game and Fish Department (Department) has reviewed your request, dated December 19, 2005, regarding special status species information associated with the above-referenced project area. The Department's Heritage Data Management System (HDMS) has been accessed and current records show that the special status species listed on the attachment have been documented as occurring in the project vicinity (3-mile buffer). In addition, this project occurs in the vicinity of Proposed Critical Habitat for cactus ferruginous pygmy-owl (*Glaucidium brasilianum cactorum*).

The Department's HDMS data are not intended to include potential distribution of special status species. Arizona is large and diverse with plants, animals, and environmental conditions that are ever changing. Consequently, many areas may contain species that biologists do not know about or species previously noted in a particular area may no longer occur there. Not all of Arizona has been surveyed for special status species, and surveys that have been conducted have varied greatly in scope and intensity.

Making available this information does not substitute for the Department's review of project proposals, and should not decrease our opportunities to review and evaluate new project proposals and sites. The Department is also concerned about other resource values, such as other wildlife, including game species, and wildlife-related recreation. The Department would appreciate the opportunity to provide an evaluation of impacts to wildlife or wildlife habitats associated with project activities occurring in the subject area, when specific details become available.

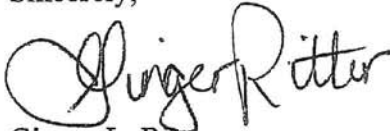
Ms. Olivia M. Munzer

December 28, 2005

2

If you have any questions regarding this letter, please contact me at (602) 789-3606. General status information, county and watershed distribution lists and abstracts for some special status species are also available on our web site at <http://www.azgfd.gov/hdms>.

Sincerely,

A handwritten signature in black ink that reads "Ginger Ritter". The signature is fluid and cursive, with the first name "Ginger" and the last name "Ritter" clearly distinguishable.

Ginger L. Ritter

Project Evaluation Program Specialist.

SSS:glr

Attachment

cc: Rebecca Davidson, Project Evaluation Program Supervisor  
Joan Scott, Habitat Program Manager, Region V

AGFD # 12-20-05(06)

Arizona State Museum  
P.O. Box 210026  
Tucson, AZ 85721-0026  
(520) 621-6302  
FAX: (520) 621-2976

THE UNIVERSITY OF  
**ARIZONA**  
TUCSON ARIZONA

September 22, 2005

Ms. Linda Strader  
Landscape Architect  
Arcadis, Inc.  
3777 East Broadway Boulevard  
Tucson, Arizona 85716

Re: Archaeological records check for parcels #217-25-0050, -0060, and -0070, located in the NW ¼ and a portion of the W ½ NE of Sec 21, T11S R11E G&SRBL&M, in Marana.

Dear Ms. Strader:

On September 22, 2005, the Arizona State Museum (ASM) received a request for an archaeological records check for the above-referenced property. I have consulted our records with the following results. The property was surveyed for archaeological and historical resources by Old Pueblo Archaeology Center (OPAC) before being sold by the University of Arizona/Arizona Board of Regents. I have reviewed the report entitled *Cultural Resources Survey of 205.83 Acres of the University of Arizona Marana Farm Property at Sanders Road and Trico-Marana Road, Marana, Arizona,* (OPAC Letter Report No. 20042005.008, March 21, 2005). Several Isolated Occurrences (IOs) of prehistoric and historic artifacts were recorded, but none meeting ASM's criteria for an archaeological site. Dr. Dart recommended that no further archaeological work was necessary before the property was sold. As I have been told that the property has been sold, I am assuming that the Arizona State Historic Preservation Office (SHPO) concurred with Dr. Dart's recommendations. ASM therefore concurs that no further archaeological work is necessary for this property. If, however, any human remains or funerary items are discovered during construction, or at any time, all work must stop in the area of the remains and Mr. John Madsen, Repatriation Coordinator, must be contacted immediately at (520) 621-4795, pursuant to A.R.S. §41-865.

If you have questions or need further assistance please contact me.

Sincerely,



Su Benaron  
Assistant Permits Administrator  
Phone/fax 520-621-2096  
[sbenaron@email.arizona.edu](mailto:sbenaron@email.arizona.edu)





WATER DEPARTMENT

August 22, 2006

Ms. Linda Strader RLA  
Arcadis G&M Inc.  
3777 E Broadway  
Tucson, Az. 85716

Re: Riverbend

Dear Ms. Strader:

WATER SUPPLY

The Town of Marana has been designated by the State of Arizona, Department of Water Resources, as having an assured water supply. This does not mean that water service is currently available to the proposed development.

The development lies within the boundary of the Town of Marana water service area. Therefore, water supply is assured.

WATER SERVICE

The approval of water meter applications is subject to the availability of water service at the time an application is made. The developer shall be required to submit a water service agreement identifying water use, fire flow requirements and all major on-site and off-site water facilities.

The developer at his own expense shall construct a water distribution system to serve the development and transfer title of the system to the Town of Marana, in consideration the Town of Marana shall operate, maintain and service the system.

The comments made herein are valid for a period of one year only. If you have any questions, please call our office at 382-2570.

Sincerely,

C. Brad DeSpain  
Utilities Director



February 8, 2007

Marana 205 Holdings, LLC  
Owners, c/o Cindy Paddock  
6720 N. Scottsdale Rd., Ste. 250  
Scottsdale, AZ 85253

Re: Letter of Findings, Update to Phase I ESA, Former Marana Agricultural Center, Marana, Arizona  
AEI # 2719

Dear Sirs:

ACT Environmental Incorporated (AEI) completed an inspection of the above-referenced site on February 8, 2007 and has reviewed the findings presented in our Phase I report dated February 4, 2005.

No new environmental conditions were observed. The only noticed changes to the property include: 1) land usage has changed (i.e. crops are no longer being grown) and 2) containers containing pesticides and petroleum products have been removed from the fenced compound. Neither of these changes would negatively impact the findings of the report.

It is AEI's opinion that "*Phase I Environmental Site Assessment, Marana Agricultural Center, Marana, Arizona*" dated February 4, 2005, accurately represents the current environmental condition of the site, with the exception of the two changes noted above.

Thank you for the opportunity to be of service to Marana 205 Holdings on this project. If you have any questions or comments regarding this correspondence, please feel free to contact me at 520-791-9029 or 520-609-1999.

Sincerely,



Kevin S. Martin, PE



650 W. Linda Vista Blvd.  
Oro Valley, AZ 85704

Ph: (520) 982-9256  
Fax: (520) 797-3153

dmaengineering@comcast.net

July 11, 2007

Marana Development Services Center  
11555 W. Civic Center Drive  
Marana, AZ 85653

Attn: Mr. Fernando Prol  
Traffic Engineering Manager  
RE: Uptown at Marana – Design Exception Report  
Case: ENG – 0707-005

Dear Mr. Prol:

In keeping with Chapter 13 of the Town's "Subdivision Street Standards Manual" (Manual, March 2004), I have prepared this Design Exception Report (DER) for consideration. This DER specifically refers to proposed street cross-sections identified as Exhibit III.I within the referenced "Uptown at Marana" Specific Plan and attached hereto.

1. In that multi-lane streets are not provided for within the Manual, the proposed street cross-sections are intended to augment Appendix A of the Manual. The capacity of Details 3 and 4 is deemed inadequate to convey predicted traffic volumes within Uptown at Marana. Additionally, Details 3 and 4 do not provide for bicycle facilities and/or physical separation between opposing through traffic.

Specifically, Exhibit III.I – Street Cross-Section A is intended to replace Detail 3 of the Manual while Street Cross-Sections B1 and B2 are intended to replace Detail 4.

2. The principal reference cited is "Context Sensitive Solutions in Designing Urban thoroughfares for Walkable Communities" (ITE). The following was excerpted from the Uptown Specific Plan:

"This circulation system is designed to promote the project's pedestrian friendly environment. The principals and elements in ITE's Context Sensitive Solutions manual were used in the design of the circulation system of this project. Street cross sections are kept to a minimum width allowing ease and safety of pedestrian crossing at designated locations. Sidewalks are provided on both sides of each roadway, except Alleyways in order to facilitate continuity of the pedestrian experience."

Details 3 and 4 provide minimal sidewalk width while Uptown proposes to increase sidewalk widths by up to 50-percent. Furthermore, wide travel lanes (18-ft and 17-ft for Details 3 and 4, respectively) are discouraged in walkable communities and may

encourage higher travel speeds ("Traffic Calming" by Cynthia L. Hoyle, American Planning Association, Planning Advisory Service Report Number 456).

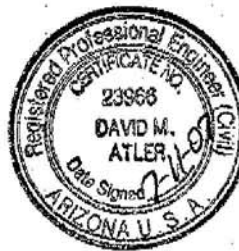
3. It is our understanding that Northwest Fire has reviewed and approved the referenced Specific Plan, which includes the proposed cross-sections. An additional approval letter is being sought.
4. It is not proposed at this time to modify utility locations as indicated in the Manual.

Please feel free to call me at 982-9256 should you have questions or comments, or if additional supporting information is required.

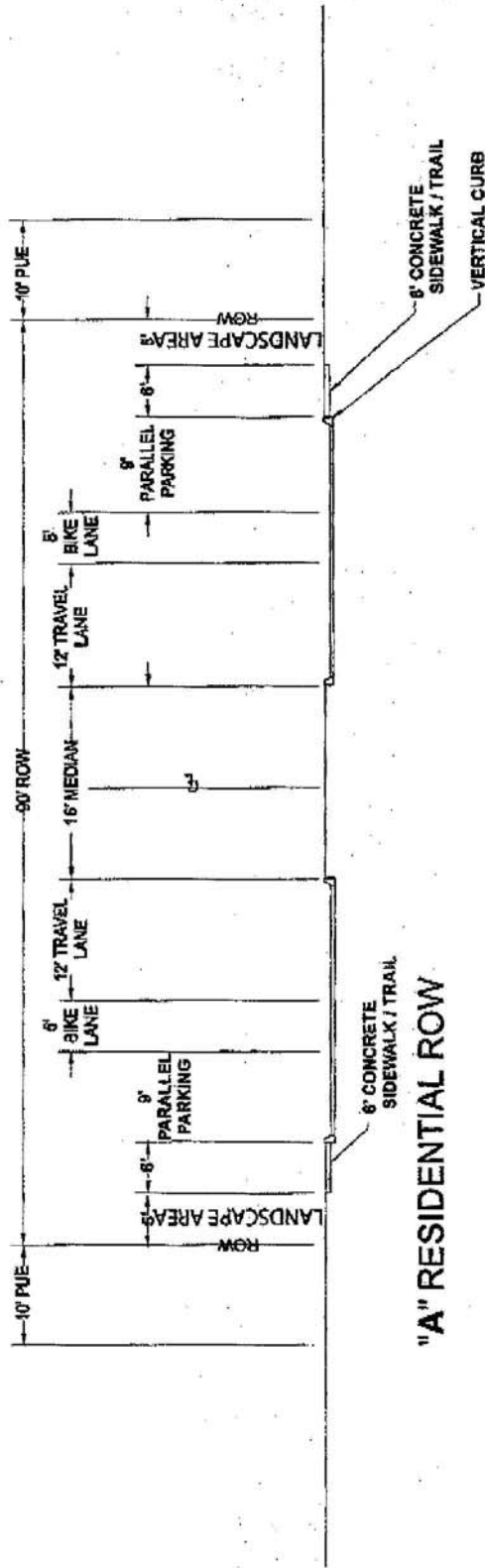
Respectfully Submitted,



David M. Adler, P.E.  
Principal



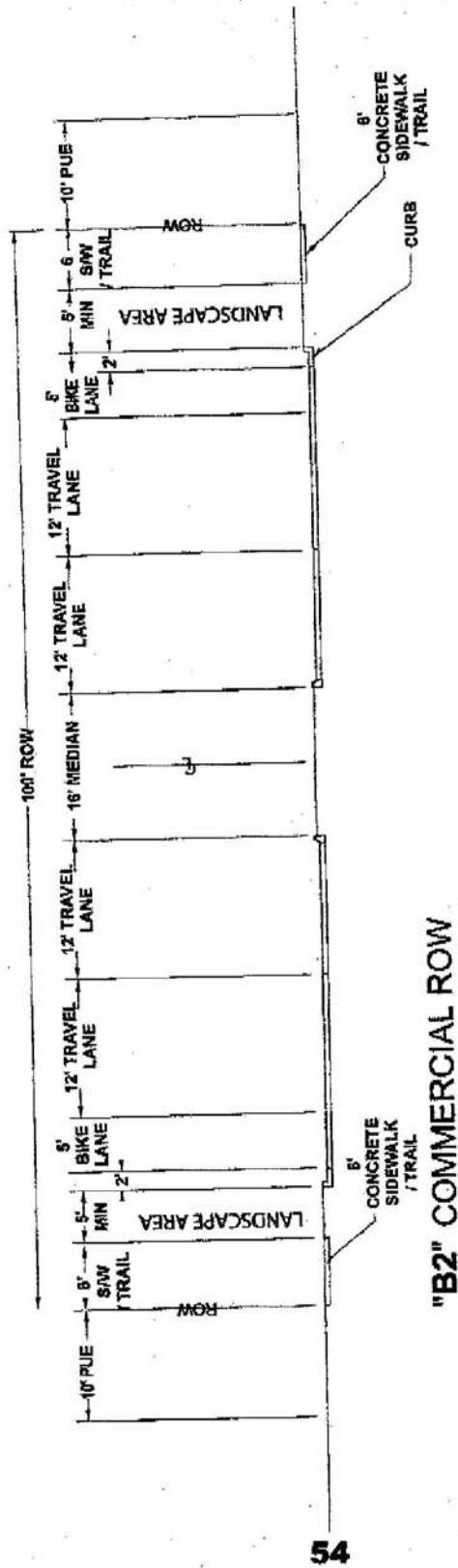
# Exhibit III.I - Street Cross Sections -



52

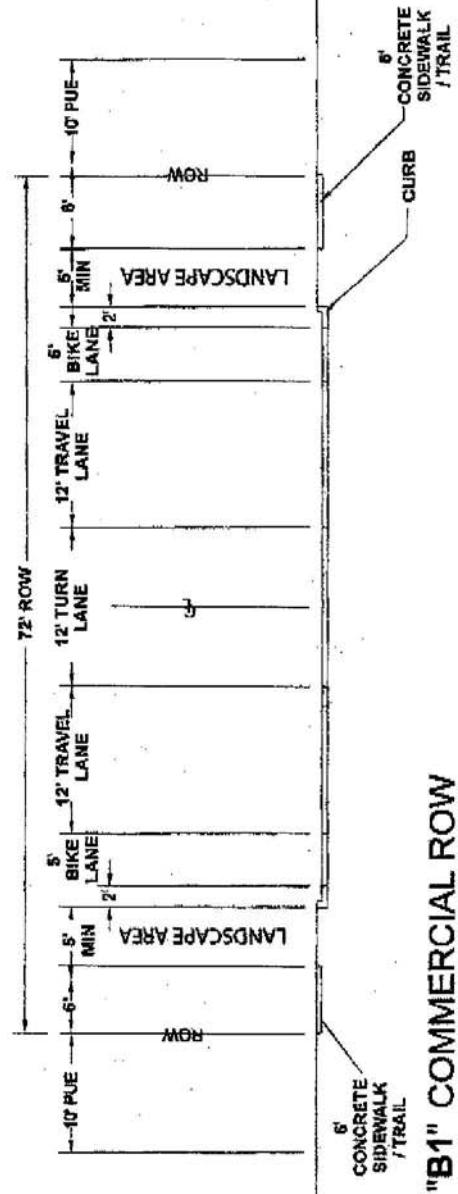
Uptown at Marana  
Marana, Arizona

# Exhibit III.I - Street Cross Sections - B



Uptown at Marana  
Marana, Arizona

## Exhibit III.1 - Street Cross Sections - B



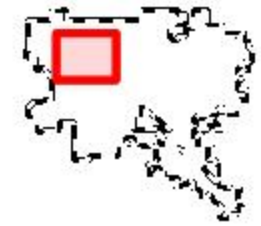
**"B1" COMMERCIAL ROW**

53



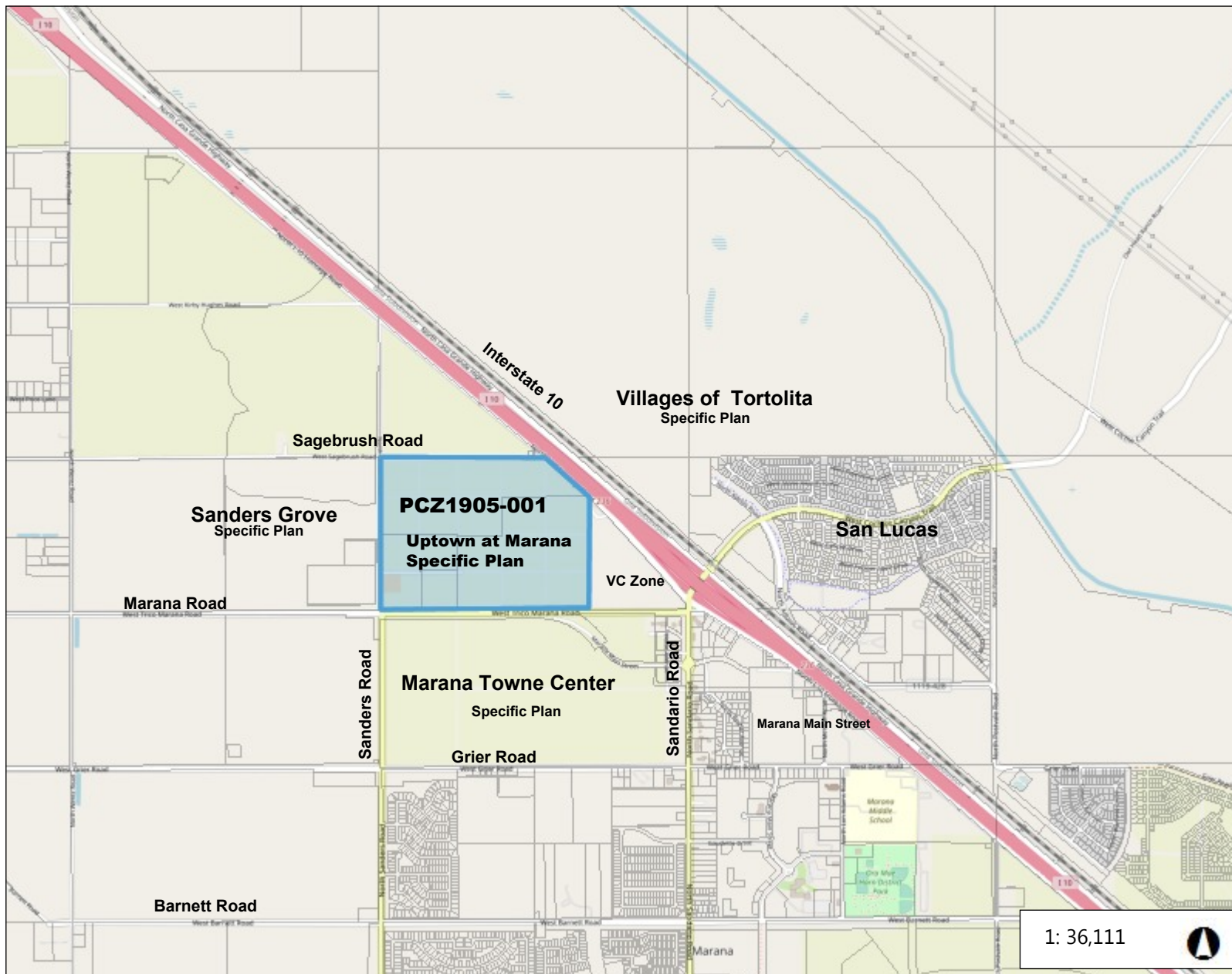
Uptown at Maranda

Marana, Arizona



## Legend

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



1: 36,111



1.1 0 0.57 1.1 Miles

## Notes

PCZ1905-001: Uptown at Marana Specific Plan Amendment



LAW OFFICES OF

**Lazarus, Silvyn & Bangs, P.C.**

A PROFESSIONAL CORPORATION

May 24, 2019

Brian Varney, Senior Planner  
Planning Department  
Town of Marana  
11555 W. Civic Center Dr., Bldg. A2  
Marana, AZ 85653

**Re: Uptown at Marana Specific Plan Amendment (“Plan Amendment”)**

Dear Brian:

Rio Claro, Inc. and 515 Marana, LLC (the “Owner”) own approximately 205 acres (the “Property”) located on Marana Road, west of Interstate 10, in the Town of Marana (the “Town”). In 2006, the Uptown at Marana Specific Plan (the “Plan”), which includes the entire Property, was adopted by the Town. At that time, the booming real estate market demanded more diverse and higher density housing types, which in turn would support large-scale commercial uses in this area where the Property would sit at the high-profile nexus of Marana Road and Tangerine Farms Road, just west of Interstate 10. Shortly after the Plan’s adoption, the economic downturn drastically changed the real estate market, and even since its rebound, the market has not supported such high residential densities or high-intensity commercial centers like those originally contemplated in the Plan. Other Specific Plans adopted 12-15 years ago by the Town, such as Sanders Grove and Barrio de Marana, have also remained undeveloped.

In 2013, the Town proposed the realignment of Marana Road, which further impacted the viability of the 2006 Plan. Originally, Marana Road would intersect with Tangerine Farms Road adjacent to the Property’s southern boundary where a significant amount of regional commercial uses were planned. The Town’s realignment shifted the Marana/Tangerine Farms intersection 900 feet south onto a neighboring property, thereby making a large-scale commercial shopping center infeasible on the Property.

Today, the Owner is proposing changes to the Plan to reflect current market conditions. Overall, the goal of this Plan Amendment is to continue with the vision of creating a master-planned community with ample open space and connectivity, design criteria and appropriate circulation. The Plan Amendment also acknowledges that more robust regional commercial will be located elsewhere, and this property will primarily provide the residential density to support that regional commercial and potential neighborhood commercial on-site. The following is a summary of the proposed Plan Amendment:

- **Site Analysis.** There have been no significant changes to the physical Property or its immediate surroundings since the Plan was adopted. Therefore, no updates or changes to the Site Analysis are required.
- **Development Plan.**
  - The Land Use Concept has been revised to reflect the new vision for the Plan, which acknowledges the Property likely will not be developed at high urban densities, nor will it be the location for a large regional commercial center.
  - The Plan now supports well-designed residential uses throughout the Plan area and a smaller acreage designated for commercial uses. Allowing more of the Plan area to be developed with residential uses will support an increased residential population on the Property. More rooftops—at a density the market can sustain—will support future commercial uses at the new Marana/Tangerine Farms intersection and Marana Town Center.
  - The Regional Commercial and Neighborhood Commercial designations have been combined into a single Neighborhood/Regional Commercial zone. A minimum of 15 acres of commercial development within the Plan is required, although the opportunity to develop more than 15 acres still exists. *(NOTE: The Land Use Data table and acreages on the Land Use Concept and Tentative Development Plan have been updated.)*
  - The Circulation Plan has been updated to reflect the new Traffic Impact Analysis (“TIA”) prepared by Psomas with Town staff direction and provided with this submittal. The TIA lays out a new program for offsite improvements and access to the Property based on the realignment of the Marana/Tangerine Farms intersection. *(NOTE: The Circulation Plan map has been updated.)*
- **Development Standards and Design Guidelines.**
  - Low-Medium Density Residential:
    - Only permits detached products.
    - Upper end of the density range has been lowered to 6 residences per acre (“RAC”) from 8 RAC.
    - Deleted the requirement for alley access.
  - Medium-High Density Residential:
    - Both attached and detached products permitted. (Previously only permitted attached products.)
    - Moved Day Care Center from Temporary to Principally Permitted Uses.
    - Detached products default to Low-Medium Density Residential standards.

- Deleted requirement for alley access for all residential uses.
- Neighborhood/Regional Commercial:
  - Merged uses from both Neighborhood Commercial and Regional Commercial designations.
  - Permits residential uses (both single-family and multi-family).
  - Added Distribution Centers/Warehousing and Showrooms to list of Permitted Uses.
  - Hospital/Emergency Facilities are Conditional Uses.
  - Standards for residential development defaults to Medium-High Density Residential.
  - Deleted Regional Commercial designation in its entirety.
- Mixed Use:
  - Permits all uses in Neighborhood/Regional Commercial, including residential uses.
  - Kept standard limiting multi-family residential to no more than 50% of the total acreage of any Mixed-Use parcel, which is how it is differentiated from Neighborhood/Regional Commercial.
- Residential Design Standards: Pursuant to staff request, added private amenities requirement for attached product. (No other changes made to residential design standards.)
- Non-Residential Design Standards: No changes made.
- Architectural Standards for Regional Commercial have been deleted.
- **Implementation and Administration.**
  - Deleted text with anticipated dates for phasing.
  - Deleted procedures, requirements, etc. that indicate/refer to Town Land Development Code requirements (automatically default).
- **Traffic Study.** A new TIA has been prepared with direction from Town staff and is included for review as part of this Plan Amendment.

Both clean and redlined versions of the Plan Amendment are included with this submittal. The redlined version does not include any exhibits, and the clean version only includes those exhibits that have been revised as part of this application. Electronic copies of both the clean and redlined documents are provided on a CD. If you have any questions about the submittal or the information provided above, do not hesitate to reach out to Keri Silvyn or me: (520) 207-4464 or [rlarge@lsblandlaw.com](mailto:rlarge@lsblandlaw.com). We look forward to working with you throughout the Plan Amendment process.

Letter to Mr. B. Varney  
May 24, 2019  
Page 4 of 4

Sincerely,

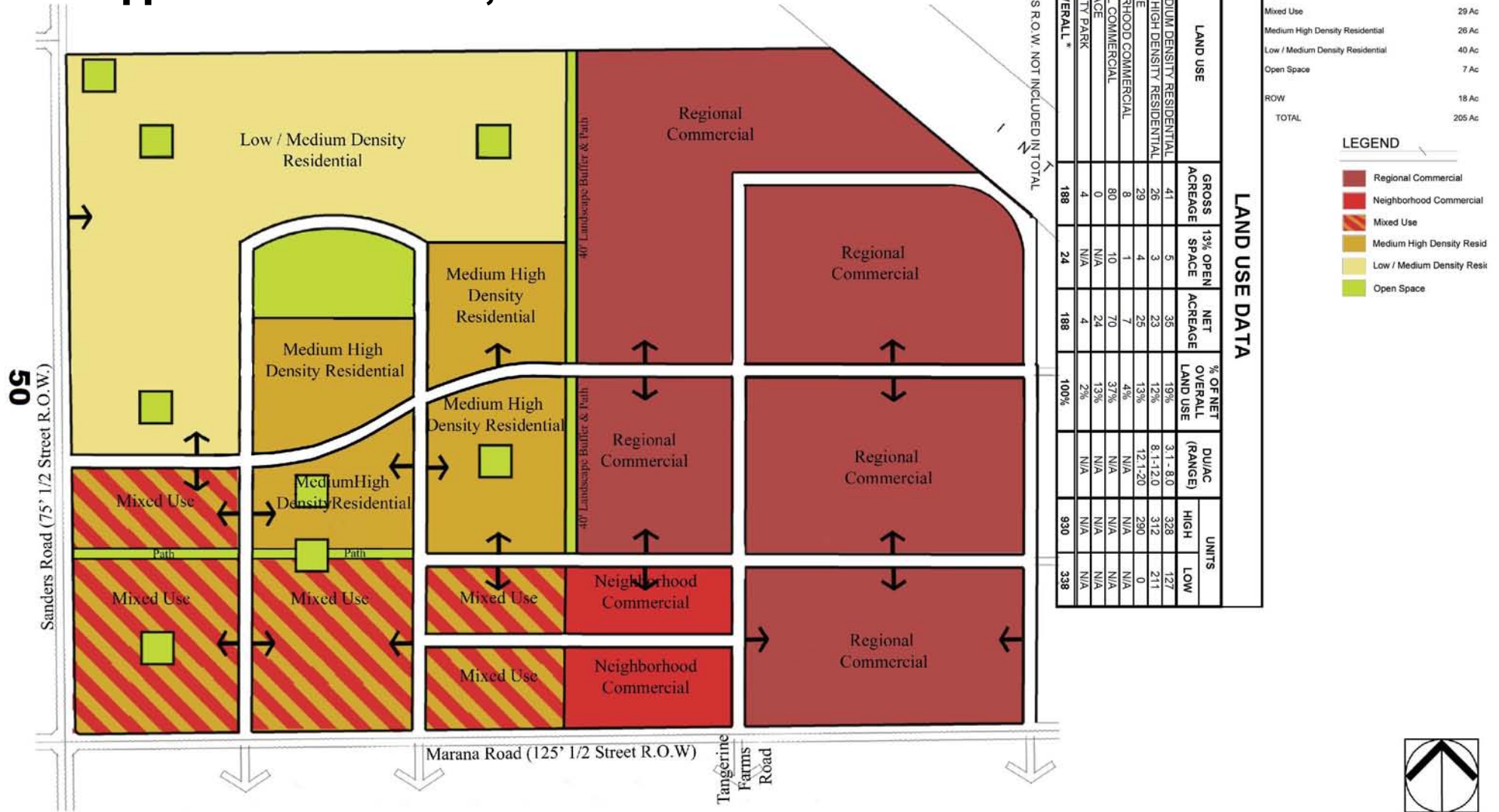
A handwritten signature in blue ink, appearing to read "rmlarge".

Robin M. Large  
Land Use Planner

cc: Jonathan Bjork  
Will White  
Keri Silvyn

# Exhibit III.G - Conceptual Land Use Plan

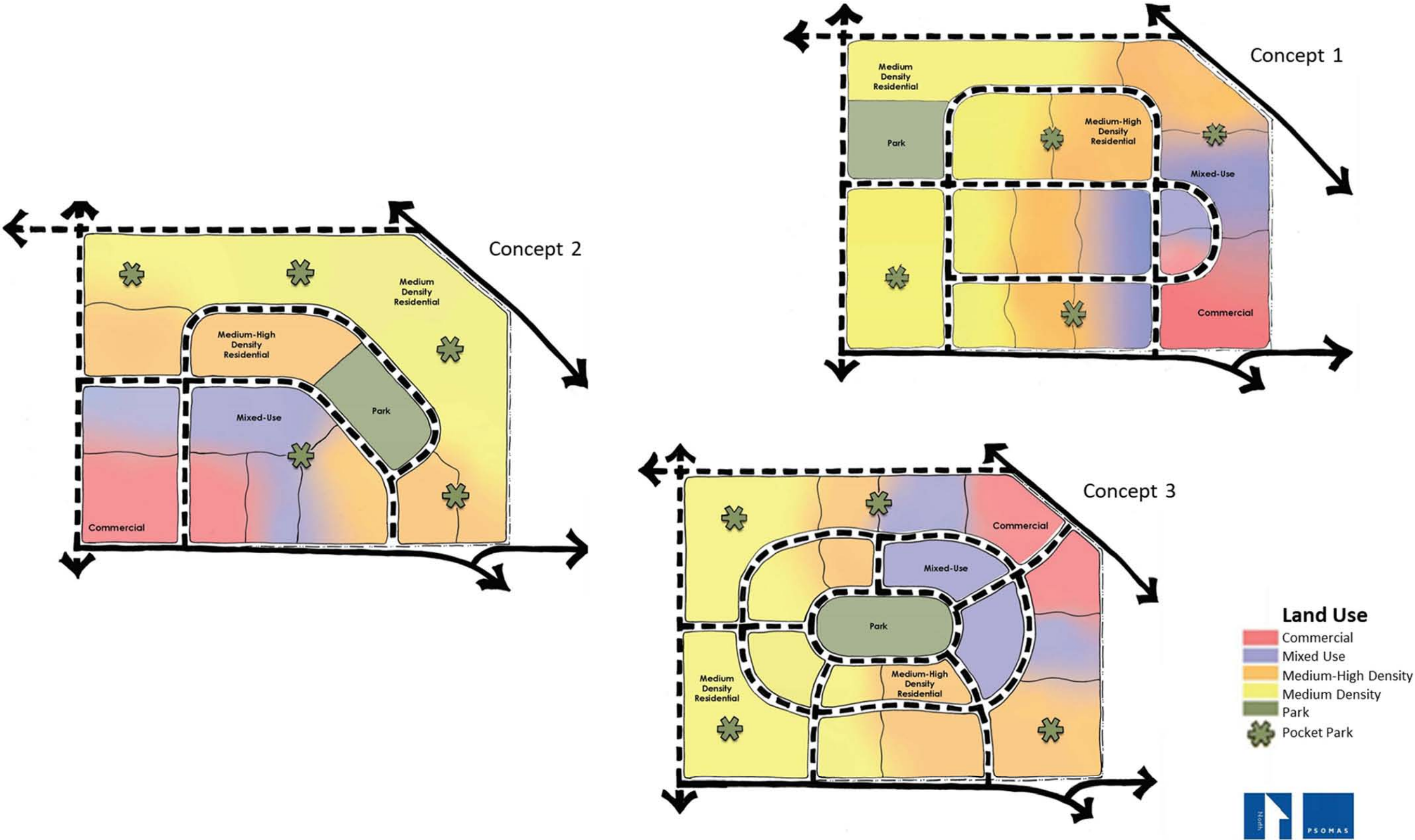
## Existing Conceptual Land Use Plan approved November 6, 2007



Uptown at Marana  
Marana, Arizona

Uptown at Marana Specific Plan

Exhibit III.E: Conceptual Land Use Plans





MARANA PLANNING COMMISSION  
REGULAR COMMISSION MEETING  
11555 W. Civic Center Drive, Marana, Arizona 85653  
MPD Community Room, December 18, 2019, at or after 6:30 P.M.

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

**ADMINISTRATIVE SUMMARY**

**CALL TO ORDER**

**Chairman Schnee** called the meeting to order at 6:30 p.m.

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

**ROLL CALL**

**Chairman Schnee** directed the Commission Secretary to call roll. All Commission Members were present. A quorum was present. Commissioner Hill arrived at 6:37 p.m.

**CALL TO THE PUBLIC**

**Chairman Schnee** opened the meeting to receive public comments. No comments were offered by the public.

**APPROVAL OF AGENDA**

***Motion to move Action Item PRV1909-005 Final Plat for Cortaro Ranch Phase II Lots 4 through 6, first on the agenda by Chairman Schnee. Motion to approve the amended agenda approve by Vice Chair Duncan, seconded by Commissioner Fehrmann. Passed unanimously.***

**ANNOUNCEMENTS**

## GENERAL ORDER OF BUSINESS

Approval of the Regular Planning Commission Meeting Minutes of November 20, 2019.  
***Motion to approve by Commissioner Fehrmann, seconded by Commissioner Tyson. Passed unanimously.***

## COMMISSION ACTION

**1. PRV1909-005 Final Plat for Cortaro Ranch Phase II Lots 4 through 6;** A request for recommendation to the Marana Town Council for approval of a final plat for a 3-lot commercial subdivision generally located north of Cortaro Farms Road and west of Cerius Stravenue within a portion of Section 26, Township 12 South and Range 12 East. (Brian D. Varney)

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

## PUBLIC HEARINGS

**1. PCZ1905-001 Amendment to the Uptown at Marana Specific Plan;** A request for recommendation to the Marana Town Council for approval of a proposed comprehensive amendment to the Uptown at Marana Specific Plan including revisions to the mixture of allowable land uses, the Conceptual Land Use Plan, and the associated development standards. The specific plan applies to approximately 205 acres of property generally located west of Interstate 10, north of Marana Road, and east of Sanders Road in a portion of Section 21, Township 11S, Range 11E. (Brian Varney)

**Chairman Schnee** opened the public hearing. No comment was offered.

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

## INFORMATIONAL ITEMS/POSSIBLE ACTION ITEMS

**Land Development Code Update – Zoning;** A presentation and discussion regarding proposed revisions to Title 5 (Zoning) of the Marana Land Development Code, the replacement of Title 5 (Zoning) by Chapter 17-4 (Zoning) in the Marana Town Code and a proposed Town-wide rezoning initiative following the adoption of a new zoning Code. (Steven Cheslak)

## FUTURE AGENDA ITEMS

## ADJOURNMENT

**Chairman Schnee** asked for a motion to adjourn the meeting.

***Motion to adjourn the meeting by Vice Chair Duncan, seconded by Commissioner Fehrmann. Passed unanimously.*** Meeting adjourned at 7:41pm.

## CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Planning Commission meeting held on December 18, 2019. I further certify that a quorum was present.

  
\_\_\_\_\_  
Terri Byler, Commission Secretary



## PROJECT APPLICATION

### PROJECT INFORMATION

Project Name: Uptown at Marana Specific Plan Amendment

Description of Project: (see attached letter with description of request)

Number of Lots: N/A

Parcel No.(s): 217-25-005A, -006A, -007A & -007B

Gross Area (Acres): 205

Project Address: 14050 & 14070 N. Sanders Rd.

Ref. Project No.: PCZ-06099

### CONTACT INFORMATION

**Owner:** (see attached list)

Contact Name: Jonathan Bjork

Address: 1819 E. Southern Ave., Ste. B10

City: Mesa

State: AZ

Zip: 85204

Email: [jbjork@cardonoffice.com](mailto:jbjork@cardonoffice.com)

Phone No.: (480) 505-9500

**Applicant:** Lazarus, Silvyn & Bangs, P.C.

Contact Name: Robin Large

Address: 5983 E. Grant Rd., Ste. 290

City: Tucson

State: AZ

Zip: 85712

Email: [rlarge@LSBLandLaw.com](mailto:rlarge@LSBLandLaw.com)

Phone No.: (520) 207-4464

**Consultant/Engineer:** Psomas

Contact Name: Alejandro Angel

Address: 333 E. Wetmore Rd.

City: Tucson

State: AZ

Zip: 85705

Email: [aangel@psomas.com](mailto:aangel@psomas.com)

Phone No.: (520) 690-7865

### 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.)

Robin Large

*Robin Large*

5/24/2019

Applicant Name (PRINT)

Signature

Date

### FOR OFFICIAL USE ONLY

Project No.

PCZ1905-001

Date Received

5/28/19

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

Revision Date 1/26/2017

**Uptown at Marana Specific Plan Amendment  
Parcel Summary**

|   | APN         | Area<br>(Acres) | Address and/or Legal<br>Description                                              | Owner                                                                                                                 |
|---|-------------|-----------------|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| 1 | 217-25-005A | 88.17           | PTN NE4 LYG S OF HWY &<br>SELY PTN NW4<br>92.60 AC CMID 92.60 AC<br>SEC 21-11-11 | RIO CLARO INC 25.045% & 515<br>MARANA LLC 50% & BOA SORTE<br>LTD PRTNSHP 8.551% & KLW<br>INVESTMENTS LLLP .061% ET AL |
| 2 | 217-25-006A | 81.18           | NLY PTN NW4 & TRI PTN<br>NW4 NE4 77.61 AC<br>CMID 77.61 AC SEC 21-11-<br>11      | RIO CLARO INC 25.045% & 515<br>MARANA LLC 50% & BOA SORTE<br>LTD PRTNSHP 8.551% & KLW<br>INVESTMENTS LLLP .061% ET AL |
| 3 | 217-25-007A | 9.58            | 14050 N SANDERS RD<br>PTN SE4 SW4 NW4 9.91 AC<br>CMID 9.91 AC<br>SEC 21-11-11    | RIO CLARO INC 25.045% & 515<br>MARANA LLC 50% & BOA SORTE<br>LTD PRTNSHP 8.551% & KLW<br>INVESTMENTS LLLP .061% ET AL |
| 4 | 217-25-007B | 29.64           | 14070 N SANDERS RD<br>PTN SW4 NW4 29.18 AC<br>CMID 29.18 AC<br>SEC 21-11-11      | RIO CLARO INC 25.045% & 515<br>MARANA LLC 50% & BOA SORTE<br>LTD PRTNSHP 8.551% & KLW<br>INVESTMENTS LLLP .061% ET AL |

**Total Specific Plan Area: 208.6 acres**



## **Council-Regular Meeting**

A2

**Meeting Date:** 01/21/2020

**To:** Mayor and Council

**From:** Scott Schladweiler, Water Director

**Date:** January 21, 2020

**Strategic Plan Focus Area:**  
Commerce

**Subject:** Ordinance No.2020.002: Relating to Finance; amending the Town of Marana comprehensive fee schedule to modify certain non-rate water and water reclamation service fees, to add a fee for annual backflow tester, and to eliminate unused fees; and designating an effective date (Scott Schladweiler)

---

### **Discussion:**

In the fall of 2018, the Town of Marana Water Department engaged Raftelis to provide consulting service to conduct a rate and fee analysis for the Town water and water reclamation fees to assure they would meet the cost of service needs for the upcoming five years of operations. Changes to the water and water reclamation rates were adopted by Mayor and Council pursuant to Ordinance No. 2019.021 and Resolution No. 2019-108 at the October 15, 2019 council meeting.

During that same October 15, 2019 council meeting, staff presented the preliminary findings of the water and water reclamation service fee study to Mayor and Council for review and feedback. Staff recommended modifications to fourteen fees which included one new fee, two deleted fees, four increased fees, and seven decreased fees. Mayor and Council directed staff to bring the fees back for approval following the appropriate notification and posting. A notice of intent of possible changes to the comprehensive fee schedule and a copy of the fee report were posted online in accordance with A.R.S. Section 9-499.15. If approved, the fees will become effective February 24, 2020.

### **Financial Impact:**

Fiscal Year: Fiscal Years  
20-24

Budgeted Y/N: N/A

Amount: See below

The proposed changes to the fees are not expected to have a significant impact to the financial operation of the Water Department.

**Staff Recommendation:**

Staff recommends adoption of Ordinance No. 2020.002, amending the Town of Marana comprehensive fee schedule.

**Suggested Motion:**

I move to adopt Ordinance No. 2020.002 amending the Town of Marana comprehensive fee schedule to modify certain non-rate water and water reclamation service fees, to add a fee for annual backflow tester, and to eliminate unused fees; and designating an effective date.

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**Attachments**

Ordinance No. 2020.002

Summary of Fee Changes & Basis for Changes

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## MARANA ORDINANCE NO. 2020.002

RELATING TO FINANCE; AMENDING THE TOWN OF MARANA COMPREHENSIVE FEE SCHEDULE TO MODIFY CERTAIN NON-RATE WATER AND WATER RECLAMATION SERVICE FEES, TO ADD A FEE FOR ANNUAL BACKFLOW TESTER, AND TO ELIMINATE UNUSED FEES; AND DESIGNATING AN EFFECTIVE DATE

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

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

WHEREAS from time to time the Town Council has adopted amendments to the comprehensive fee schedule, most recently on August 6, 2019, via Ordinance No. 2019.017; and

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

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

SECTION 1. The Town of Marana comprehensive fee schedule adopted via Ordinance No. 2017.004, as previously amended, is hereby amended (with deletions shown with ~~strikeouts~~ and additions shown with double underlining) (only amendments to the fee schedule are shown; the remainder of the fee schedule is unchanged):

| Fee/Description                                                   | Amount                                     | Unit of Measure            | Notes                                                                                                                      |
|-------------------------------------------------------------------|--------------------------------------------|----------------------------|----------------------------------------------------------------------------------------------------------------------------|
| <b>PUBLIC SERVICES: WATER</b>                                     |                                            |                            |                                                                                                                            |
| <u>Annual Backflow Tester Fee</u>                                 | <u>\$30.00</u>                             | <u>Per backflow tester</u> | <u>Applies to vendors wishing to test backflow prevention devices in the Marana Water service area. Assessed annually.</u> |
| Utilities New Service<br>Refundable Deposit Fee;<br>Hydrant Meter | <del>\$1,300.00</del><br><u>\$1,880.00</u> | Per meter                  | <u>Fee is refundable if equipment is not damaged or stolen.</u>                                                            |

|                                                  |                                                              |                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Utilities <del>Return</del> Trip Charge          | <del>\$52.50</del><br><u>\$40.00</u>                         | Per <del>return</del> <u>operator</u><br>trip <u>to customer</u><br><u>location</u> | For customers requiring miscellaneous trips by Utilities' personnel.                                                                                                                                                                                                                                                                                                                                       |
| Utilities New Service Establishment Fee          | <del>\$90.00</del><br><u>\$60.00</u>                         | Per customer                                                                        | Applies to new accounts established between the hours of 9:00 AM and 4:00 PM, Monday through Friday, with 24 hours' notice. Does not apply to holidays. <u>\$10.00 discount provided where customer is an existing Marana Water customer.</u> <u>\$10.00 discount provided where customer is an active member of the military.</u> <u>Customer must show valid military ID at the time of application.</u> |
| Utilities Same Day New Service Establishment Fee | <del>\$142.50</del><br><u>\$100.00</u>                       | Per customer                                                                        | For customers who want water service transferred or turned on the same day they contact the Utilities department. <u>\$10.00 discount provided where customer is an existing Marana Water customer.</u> <u>\$10.00 discount provided where customer is an active member of the military.</u> <u>Customer must show valid military ID at the time of application.</u>                                       |
| Utilities Potable Water Disconnect Fee           | <del>\$52.50</del><br><u>\$40.00</u>                         | Per disconnect                                                                      | For customers who fail to keep account current within specified time frames.                                                                                                                                                                                                                                                                                                                               |
| Utilities Potable Water Reconnect Fee            | <del>\$52.50</del><br><u>\$40.00</u>                         | Per reconnect                                                                       | For customers who desire to have potable water turned back on from disconnect. Customer must also make the account current on payments. Same conditions apply as with new service establishment fee <u>but no discounts will be applied.</u>                                                                                                                                                               |
| Customer-requested Meter Re-read                 | <del>\$35.00</del><br><u>\$40.00</u>                         | Per re-read                                                                         | Fee is refundable if meter is found to be inaccurate, defined as an error of greater than 3%                                                                                                                                                                                                                                                                                                               |
| General Service Inspection Fee                   | <del>\$35.00</del><br><u>\$40.00</u>                         | Per <del>hour</del> <u>operator</u><br>trip <u>to customer</u><br><u>location</u>   | For miscellaneous inspection services and related work                                                                                                                                                                                                                                                                                                                                                     |
| Water Hydraulic Modeling Review                  | <del>\$1,500.00</del><br><u>\$1,800.00</u><br><u>minimum</u> | Per submittal                                                                       | Fees may be higher depending on size of development and time needed to review. Fee is the greater of <del>\$1,500</del> <u>\$1,800</u> or the pass through of consultant fees.                                                                                                                                                                                                                             |

|                                                                         |                                      |                       |                                                                                                                                                                                                                                                               |
|-------------------------------------------------------------------------|--------------------------------------|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Non-Potable Disconnect Fee                                              | <del>\$52.50</del><br><u>\$40.00</u> | Per disconnect        | <del>For customers who desire or require the backflow to be turned off and locked. Applied to customers who fail to keep compliance with the backflow prevention requirements</del>                                                                           |
| Non-Potable Reconnect Fee                                               | <del>\$52.50</del><br><u>\$40.00</u> | Per reconnect         | <del>For customers who desires to have the non-potable water turned on from disconnect due to backflow non-compliance. Customer must have scheduled test. Same conditions apply as with New Service Establishment Fee but no discounts will be applied.</del> |
| <del>Review of Existing CCTV video for sewer connection locations</del> | <del>\$88.00</del>                   | <del>Per review</del> |                                                                                                                                                                                                                                                               |
| <del>Acquire CCTV video for connection location</del>                   | <del>\$404.00</del>                  | <del>Per review</del> |                                                                                                                                                                                                                                                               |

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

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

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

SECTION 5. This ordinance shall become effective on February 24, 2020.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, Arizona, this 21st day of January, 2020.

\_\_\_\_\_  
Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Cherry L. Lawson, Town Clerk

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

| Fee Description                        | Current Unit of Measure                | Proposed Unit of Measure               | Current Amount | Proposed Amount | Notes                                                                                                                                                                                                                                                                                                                                                                              | Basis for Change                                                                                                                                                                                                    |
|----------------------------------------|----------------------------------------|----------------------------------------|----------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Annual Backflow Tester Fee             | -                                      | per backflow tester                    | -              | \$ 30.00        | Applies to vendors wishing to test backflow prevention devices in the Marana Water service area. Assessed annually.                                                                                                                                                                                                                                                                | To recover the administrative costs for the management of the software, annual database management, and staff time to meet state requirements for backflow testing.                                                 |
| Trip Charge                            | per operator trip to customer location | per operator trip to customer location | \$ 52.50       | \$ 40.00        |                                                                                                                                                                                                                                                                                                                                                                                    | After cost of service review, it was determined the fee could be reduced recover the cost of service                                                                                                                |
| Potable Water Disconnect Fee           | per disconnect                         | per disconnect                         | \$ 52.50       | \$ 40.00        | Applied to customers who fail to keep account current within specific time frames.                                                                                                                                                                                                                                                                                                 | Updated to reflect the new cost of service associated with a Trip Charge                                                                                                                                            |
| Potable Water Reconnect Fee            | per reconnect                          | per reconnect                          | \$ 52.50       | \$ 40.00        | For customers who desire to have potable water turned back on after a disconnection of service. Same conditions apply as with New Service Establishment Fee but no discounts will be applied.                                                                                                                                                                                      | Updated to reflect the new cost of service associated with a Trip Charge                                                                                                                                            |
| Customer Requested Meter Re-Read       | per re-read                            | per re-read                            | \$ 35.00       | \$ 40.00        | Fee is refundable if meter is found to be inaccurate, defined as an error of greater than 3%                                                                                                                                                                                                                                                                                       | Updated to reflect the new cost of service associated with a Trip Charge                                                                                                                                            |
| General Service Inspection             | per hour                               | per operator trip to customer location | \$ 35.00       | \$ 40.00        | For miscellaneous inspection services and related work                                                                                                                                                                                                                                                                                                                             | Updated to reflect the new cost of service associated with a Trip Charge                                                                                                                                            |
| Non-potable Disconnect Fee             | per disconnect                         | per disconnect                         | \$ 52.50       | \$ 40.00        | Applied to customers who fail to keep compliance with the backflow prevention requirements                                                                                                                                                                                                                                                                                         | Updated to reflect the new cost of service associated with a Trip Charge                                                                                                                                            |
| Non-potable reconnect fee              | per reconnect                          | per reconnect                          | \$ 52.50       | \$ 40.00        | For customers who desire to have potable water turned back on after disconnection for backflow non-compliance. Customer must have scheduled test. Same conditions apply as with New Service Establishment Fee but no discounts will be applied.                                                                                                                                    | Updated to reflect the new cost of service associated with a Trip Charge                                                                                                                                            |
| New Service Establishment Fee          | per customer                           | per customer                           | \$ 90.00       | \$ 60.00        | Applies to new accounts established between the hours of 9:00AM and 4:00PM, Monday through Friday, with 24 hours notice. Does not apply to holidays. \$10.00 discount provided where customer is an existing Marana Water customer; \$10.00 discount provided where customer is an active member of the military. Customer must show valid military ID at the time of application. | Updated to reflect cost of service associated with New Service Establishment                                                                                                                                        |
| Same Day New Service Establishment fee | per customer                           | per customer                           | \$ 142.50      | \$ 100.00       | For customers who want water service transferred on the same day they contact Marana Water. \$10.00 discount provided where customer is an existing Marana Water customer; \$10.00 discount provided where customer is an active member of the military. Customer must show valid military ID at the time of application.                                                          | Updated to reflect revised fees for New Service Establishment Fee and Trip Charge                                                                                                                                   |
| Hydrant Meter Refundable Deposit       | per hydrant                            | per hydrant                            | \$ 1,300.00    | \$ 1,880.00     | Fee is refundable if equipment is not damaged or stolen                                                                                                                                                                                                                                                                                                                            | Updated to include new equipment and services provided to the applicant (backflow prevention device, backflow test, stand, chain, etc.) in order to be sure we recover the costs if the meter is damaged or stolen. |

| Fee Description                                              | Current Unit of Measure | Proposed Unit of Measure | Current Amount | Proposed Amount | Notes                                                                                                                                                       | Basis for Change                                                                                                                                                                                                      |
|--------------------------------------------------------------|-------------------------|--------------------------|----------------|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Water Hydraulic Modeling Review                              | per submittal           | per submittal            | \$ 1,500.00    | \$ 1,800.00     | Fees may be higher depending on the size of the development and time needed to review. Fee is the greater of \$1800 or the pass through of consultant costs | Updated to reflect the increases the department is seeing from our consultant in order to eliminate going back to the applicant multiple times during one project. Will still remain a pass through for the full cost |
| Review of existing CCTV video for sewer conneciton locations | per review              | -                        | \$ 88.00       | -               |                                                                                                                                                             | removal due to no use                                                                                                                                                                                                 |
| Acquire CCTV video for connection location                   | per review              | -                        | \$ 404.00      | -               |                                                                                                                                                             | removal due to no use                                                                                                                                                                                                 |



## **Council-Regular Meeting**

A3

**Meeting Date:** 01/21/2020

**To:** Mayor and Council

**From:** David Udall, Associate Town Attorney

**Date:** January 21, 2020

**Strategic Plan Focus Area:**

Not Applicable

**Subject:** Ordinance No. 2020.004: Relating to Elections; adopting revisions to Marana Town Code Title 2 (Mayor and Council); revising section 2-2-1 (Primary election; date; declaration of elected candidate) to amend the primary election date for Town elections to conform to state law; revising section 2-2-7 (Initiative and referendum) to clarify the procedure for calculating the required number of signatures for an initiative petition; and designating an effective date (David L. Udall)

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### **Discussion:**

In Arizona, the signatures of 15% of qualified electors in a municipality are needed for an initiative petition to make it onto a municipal election ballot. Unless a municipality adopts its own basis for calculating the number of required signatures for an initiative petition, state law provides a default basis of 15% of the whole number of votes cast at the last municipal election.

In 1997, the Town of Marana adopted a model ordinance written by the League of Arizona Cities and Towns (the League) that established an alternative basis for calculating the number of required signatures for an initiative petition. The League's model ordinance provided a basis of 15% of the total number of registered voters qualified to vote at the last municipal election. However, when the Town adopted the League's model ordinance, codified in Marana Town Code section 2-2-7(A), it omitted the language that actually provided the basis for the 15% calculation. Specifically, section 2-2-7(A) currently reads as follows:

"The total number of registered voters qualified to vote at the last municipal election, whether regular or special, immediately preceding the date upon which any initiative

petition is filed shall be computed."

This omission essentially rendered section 2-2-7(A) meaningless. As a result, in the absence of a clear Marana Town Code provision, Town staff has in practice been using the state's default basis when calculating the required number of signatures for an initiative petition. To clearly provide a basis for the calculation in the Marana Town Code, Town staff has prepared two alternative text amendments to section 2-2-7(A).

The first alternative fully adopts the League's model ordinance by adding the language omitted in 1997. Under the first alternative ordinance, the bold language below would be added to section 2-2-7(A):

"The total number of registered voters qualified to vote at the last municipal election, whether regular or special, immediately preceding the date upon which any initiative petition is filed shall be the basis upon which the number of qualified electors of the town required to file an initiative petition shall be computed."

If the first alternative is adopted, the proposed ordinance would establish a basis of 15% of the total number of registered voters qualified to vote at the last municipal election as the basis for calculating the number of required signatures for an initiative petition. Based on the text of section 2-2-7(A) as currently written, this appears to have been the intent of the Town when the League's model ordinance was adopted in 1997.

The second alternative would expressly refer to state law to provide a basis for the initiative petition signature calculation. If the second alternative is adopted, the proposed ordinance would provide a basis of 15% of the whole number of votes cast at the last municipal election as the basis for calculating the number of required signatures for an initiative petition.

The proposed ordinance also addresses recent changes to the primary election date in Arizona. In 2019, the Arizona state legislature amended statutes related to the consolidated primary election date and provided that primary elections in Arizona will now be held on the first Tuesday in August in any election year. Both proposed ordinances will amend the primary election date in the Town Code to conform to state law.

### **Staff Recommendation:**

Staff recommends adoption of the first alternative ordinance, revising Marana Town Code section 2-2-1 to amend the primary election date and revising Marana Town Code section 2-2-7 to fully adopt the League of Arizona Cities and Towns model ordinance relating to initiative petition signature calculations.

### **Suggested Motion:**

Option 1 (recommended): I move to adopt the first alternative Ordinance No. 2020.004, revising section 2-2-1 (Primary Election; Date; Declaration of Elected Candidate) to amend the primary election date for Town elections to conform to state law; and revising section 2-2-7 (Initiative and Referendum) to clarify the procedure for calculating the required number of signatures for an initiative petition by fully adopting the League of Arizona Cities and Towns model ordinance relating to initiative petition signature calculations.

Option 2: I move to adopt the second alternative Ordinance No. 2020.004, revising section 2-2-1 (Primary Election; Date; Declaration of Elected Candidate) to amend the primary election date for Town elections to conform to state law; and revising section 2-2-7 (Initiative and Referendum) to clarify the procedure for calculating the required number of signatures for an initiative petition by referencing state law.

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### **Attachments**

Ordinance No. 2020.004 Alternative No 1

Ordinance No. 2020.004 Alternative No. 2

Initiative Petition Signature Calculation Options

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## MARANA ORDINANCE NO. 2020.004

RELATING TO ELECTIONS; ADOPTING REVISIONS TO MARANA TOWN CODE TITLE 2 (MAYOR AND COUNCIL); REVISING SECTION 2-2-1 (PRIMARY ELECTION; DATE; DECLARATION OF ELECTED CANDIDATE) TO AMEND THE PRIMARY ELECTION DATE FOR TOWN ELECTIONS TO CONFORM TO STATE LAW; REVISING SECTION 2-2-7 (INITIATIVE AND REFERENDUM) TO CLARIFY THE PROCEDURE FOR CALCULATING THE REQUIRED NUMBER OF SIGNATURES FOR AN INITIATIVE PETITION; AND DESIGNATING AN EFFECTIVE DATE

WHEREAS in 2012 the Arizona state legislature amended A.R.S. § 16-204 to consolidate all regular candidate elections in Arizona to the fall of even-numbered years; and

WHEREAS in 2019 the Arizona state legislature amended A.R.S. §§ 16-201, 16-204, and 16-206 to provide that primary elections in Arizona shall be held on the first Tuesday in August in any election year; and

WHEREAS A.R.S. §19-143 provides the basis for computing the number of necessary signatures for an initiative petition, but further provides that the Town has the authority by charter or ordinance to provide an alternative basis for the computation; and

WHEREAS on August 19, 1997, the Town Council adopted Ordinance No. 97.26 providing an alternative basis for computing the number of necessary signatures for an initiative petition; however, it appears a clause was omitted from the ordinance text; and

WHEREAS the Town Council finds that revising Title 2 of the Marana Town Code regarding elections as set forth in this ordinance is in the best interests of the Town and its residents.

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

**Section 1.** Marana Town Code Title 2 (Mayor and Council) is hereby amended to revise section 2-2-1 (Primary election; date; declaration of elected candidate) as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining):

**2-2-1 Primary election; date; declaration of elected candidate**

- A. The date of the primary election of the town shall be ~~the tenth Tuesday before the first Tuesday after the first Monday in November in August~~ of even-numbered years.

[No revisions to paragraph B]

**Section 2.** Marana Town Code Title 2 (Mayor and Council) is hereby amended to revise section 2-2-7 (Initiative and referendum) as follows (with additions shown with double underlining):

**2-2-7 Initiative and referendum**

[No revisions to paragraph A]

**B. Number of signatures**

1. The total number of registered voters qualified to vote at the last municipal election, whether regular or special, immediately preceding the date upon which any initiative petition is filed shall be the basis upon which the number of qualified electors of the town required to file an initiative petition shall be computed.
2. The basis upon which the number of qualified electors of the town required to file a referendum petition is calculated shall be as determined by state law.

[No revisions to paragraphs C and D]

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

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

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

**Section 6.** This ordinance shall become effective on the thirty-first day after its adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA,  
ARIZONA, this 21<sup>st</sup> day of January, 2020.

---

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

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Cherry L. Lawson, Town Clerk

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Frank Cassidy, Town Attorney

## MARANA ORDINANCE NO. 2020.004

RELATING TO ELECTIONS; ADOPTING REVISIONS TO MARANA TOWN CODE TITLE 2 (MAYOR AND COUNCIL); REVISING SECTION 2-2-1 (PRIMARY ELECTION; DATE; DECLARATION OF ELECTED CANDIDATE) TO AMEND THE PRIMARY ELECTION DATE FOR TOWN ELECTIONS TO CONFORM TO STATE LAW; REVISING SECTION 2-2-7 (INITIATIVE AND REFERENDUM) TO CLARIFY THE PROCEDURE FOR CALCULATING THE REQUIRED NUMBER OF SIGNATURES FOR AN INITIATIVE PETITION; AND DESIGNATING AN EFFECTIVE DATE

WHEREAS in 2012 the Arizona state legislature amended A.R.S. § 16-204 to consolidate all regular candidate elections in Arizona to the fall of even-numbered years; and

WHEREAS in 2019 the Arizona state legislature amended A.R.S. §§ 16-201, 16-204, and 16-206 to provide that primary elections in Arizona shall be held on the first Tuesday in August in any election year; and

WHEREAS A.R.S. §19-143 provides the basis for computing the number of necessary signatures for an initiative petition, but further provides that the Town has the authority by charter or ordinance to provide an alternative basis for the computation; and

WHEREAS on August 19, 1997, the Town Council adopted Ordinance No. 97.26 providing an alternative basis for computing the number of necessary signatures for an initiative petition; however, it appears a clause was omitted from the ordinance text; and

WHEREAS the Town Council finds that revising Title 2 of the Marana Town Code regarding elections as set forth in this ordinance is in the best interests of the Town and its residents.

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

**Section 1.** Marana Town Code Title 2 (Mayor and Council) is hereby amended to revise section 2-2-1 (Primary election; date; declaration of elected candidate) as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining):

### **2-2-1 Primary election; date; declaration of elected candidate**

- A. The date of the primary election of the town shall be ~~the tenth Tuesday before the first Tuesday after the first Monday in November in August~~ of even-numbered years.

[No revisions to paragraph B]

**Section 2.** Marana Town Code Title 2 (Mayor and Council) is hereby amended to revise section 2-2-7 (Initiative and referendum) as follows (with additions shown with double underlining):

### **2-2-7 Initiative and referendum**

[No revisions to paragraph A]

#### **B. ~~Number of signatures~~**

1. ~~The total number of registered voters qualified to vote at the last municipal election, whether regular or special, immediately preceding the date upon which any initiative petition is filed shall be computed.~~
2. The basis upon which the number of qualified electors of the town required to file an initiative petition or a referendum petition is calculated shall be as determined by state law.

[No revisions to paragraphs C and D]

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

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

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

**Section 6.** This ordinance shall become effective on the thirty-first day after its adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA,  
ARIZONA, this 21<sup>st</sup> day of January, 2020.

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Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

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Cherry L. Lawson, Town Clerk

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Frank Cassidy, Town Attorney



# **Initiative Petition Signature Calculation Options**

David L. Udall, Associate Town Attorney

January 21, 2019

- The Arizona Constitution requires signatures of 15% of qualified electors in a municipality for an initiative petition to make it onto the ballot, and it delegates to the legislature or to municipalities the task of establishing the basis for the 15% calculation.
- The State legislature enacted a statute providing a basis for all municipalities that do not adopt their own basis. The statutory basis is 15% of **the whole number of votes cast** at the last municipal election.
- In 1997, the Town of Marana adopted a model ordinance written by the League of Arizona Cities and Towns as its basis for the 15% calculation. The model ordinance provided a basis of 15% of the **total number of registered voters qualified to vote** at the last municipal election.
- When adopting the model ordinance, codified in Marana Town Code section 2-2-7(A), the Town omitted language providing the basis for the 15% calculation. This omission essentially rendered section 2-2-7(A) meaningless.
- In the absence of a clear, codified basis, the Town has in practice been using the statutory default of the **whole number of votes cast**. Section 2-2-7(A) therefore needs to be amended to provide clarity.

Marana Town Code section 2-2-7(A), as currently written:

- “The total number of registered voters qualified to vote at the last municipal election, whether regular or special, immediately preceding the date upon which any initiative petition is filed shall be computed.”

League of Arizona Cities and Towns model ordinance (first alternative ordinance):

- “The total number of registered voters qualified to vote at the last municipal election, whether regular or special, immediately preceding the date upon which any initiative petition is filed shall be **the basis upon which the number of qualified electors of the town required to file an initiative petition shall be** computed.”

## Option One (League Model Ordinance)

- Basis is 15% of the **total number of registered voters qualified to vote** at the last municipal election.
- During the last Town election in 2018, there were **25,782 registered voters eligible to cast a ballot**.
- Under this option, an initiative petition would be required to obtain **3,867 signatures** to make it onto the ballot.

## Option Two (Statutory)

- Basis is 15% of the **whole number of votes cast** at the last municipal election.
- During the last Town election in 2018, there were **15,557 total valid ballots cast**.
- Under this option, an initiative petition would be required to obtain **2,333 signatures** to make it onto the ballot.

# Questions?





## **Council-Regular Meeting**

A4

**Meeting Date:** 01/21/2020

**To:** Mayor and Council

**From:** Frank Cassidy, Town Attorney

**Date:** January 21, 2020

**Strategic Plan Focus Area:**

Not Applicable

**Subject:** Resolution No. 2020-004; Relating to Real Estate; vacating and authorizing the Town Engineer to sign a quit claim deed for “Rillito Cutoff” on the property owned by Bethanie Lee located immediately north of Sonoran Vista subdivision and west of the Town’s El Río Preserve (Frank Cassidy)

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### **Discussion:**

Pima County mapping and Pima County Assessor’s records show an untaxed strip of land, identified in historic maps as a portion of “Rillito Cutoff,” cutting northeasterly through property owned by Bethanie Lee located immediately north of Sonoran Vista subdivision and west of the El Río Preserve. A marked-up aerial photograph is included with the backup materials, showing the location of the Rillito Cutoff on the Bethanie Lee property.

The Town’s Legal Department has researched the real estate title associated with the Rillito Cutoff across the Bethanie Lee property. The Legal Department has determined that no public access rights are associated with the Rillito Cutoff in this location. The Rillito Cutoff was originally created to show access rights associated with an irrigation ditch that ran through this area until the early 2000s. Any access rights associated with the Rillito Cutoff are non-public and are now held by the Cortaro-Marana Irrigation District and Cortaro Water Users’ Association for maintenance of a major irrigation pipeline that follows this same alignment where the irrigation ditch previously ran.

Bethanie Lee and her title company, Fidelity National Title Agency, have requested recordable documentation, in the form of a quit claim deed, confirming that the Town of Marana on behalf of the public makes no claim of ownership to Rillito Cutoff across the Bethanie Lee property. The Town Attorney believes that if the Town fails to sign a quit

claim deed for Rillito Cutoff across the Bethanie Lee property, the title company will make a formal demand for a quit claim deed, and will then follow the quiet title process found at A.R.S. § 12-1103 (“Disclaimer of interest and recovery of costs; request for quit claim deed...”). A recipient of a quit-claim demand who loses a quiet title action is required to pay the property owner’s costs and attorneys’ fees as set by the court.

Town staff supports the Town’s signing of a quit claim deed for Rillito Cutoff across the Bethanie Lee property, but does not believe prior Council actions give Town staff authority to sign it.

In any event, Town staff is concerned that the Pima County Assessor's office might not revise the Pima County maps without a formal Council action vacating or abandoning Rillito Cutoff. The Town of Marana is authorized by A.R.S. §§ 9-240 (B)(3)(e) and 28-7205 to vacate and abandon Town roadways.

When the Town vacates or abandons Town roadways, Arizona law typically requires the property owner who receives title to the vacated or abandoned roadway to pay compensation to the Town commensurate with the value of the right-of-way received by the property owner. But in this case, Bethanie Lee will not receive any valuable property rights from the Town. This action is being taken simply to quiet title.

**Staff Recommendation:**

Town staff recommends adoption of Resolution No. 2020-004, vacating and authorizing the Town Engineer to sign a quit claim deed for “Rillito Cutoff” on the property owned by Bethanie Lee located immediately north of Sonoran Vista subdivision and west of the Town’s El Río Preserve.

**Suggested Motion:**

I move to adopt Resolution No. 2020-004, vacating and authorizing the Town Engineer to sign a quit claim deed for “Rillito Cutoff” on the property owned by Bethanie Lee located immediately north of Sonoran Vista subdivision and west of the Town’s El Río Preserve.

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**Attachments**

Resolution No. 2020.004  
Rillito Cutoff QCD  
Rillito Cutoff Map

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## MARANA RESOLUTION NO. 2020-004

RELATING TO REAL ESTATE; VACATING AND AUTHORIZING THE TOWN ENGINEER TO SIGN A QUIT CLAIM DEED FOR "RILLITO CUTOFF" ON THE PROPERTY OWNED BY BETHANIE LEE LOCATED IMMEDIATELY NORTH OF SONORAN VISTA SUBDIVISION AND WEST OF THE TOWN'S EL RÍO PRESERVE

WHEREAS Pima County mapping and Pima County Assessor's records show an untaxed strip of land, identified in historic maps as a portion of "Rillito Cutoff," cutting northeasterly through property owned by Bethanie Lee located immediately north of Sonoran Vista subdivision and west of the Town's El Río Preserve; and

WHEREAS the Town's Legal Department has researched the real estate title associated with the Rillito Cutoff across the Bethanie Lee property, and finds that (i) no public access rights are associated with it and (ii) any non-public access rights associated with it are held by the Cortaro-Marana Irrigation District and Cortaro Water Users' Association for maintenance of a major irrigation pipeline that follows the same alignment; and

WHEREAS Bethanie Lee and her title company, Fidelity National Title Agency, have requested recordable documentation, in the form of a quit claim deed, confirming that the Town of Marana on behalf of the public makes no claim of ownership to Rillito Cutoff across the Bethanie Lee property; and

WHEREAS Town staff supports the Town's signing of a quit claim deed for Rillito Cutoff across the Bethanie Lee property, but does not believe prior Council actions give Town staff authority to sign it; and

WHEREAS the Town's failure to sign a quit claim deed for Rillito Cutoff across the Bethanie Lee property will inevitably lead to the formal demand and quiet title process outlined by Arizona Revised Statutes section (A.R.S. §) 12-1103 ("Disclaimer of interest and recovery of costs; request for quit claim deed..."), which would include payment of the property owner's costs and attorneys' fees as set by the court; and

WHEREAS the Town of Marana is authorized by A.R.S. §§ 9-240 (B)(3)(e) and 28-7205 to vacate and abandon Town roadways; and

WHEREAS the Town Council finds that, for purposes of A.R.S. § 28-7208, no consideration or payment should be required for the land being vacated and quit-claimed by this resolution because there are no property rights held by or being relinquished by the "public" or the Town with respect to Rillito Cutoff across the Bethanie Lee property, and this action is being taken simply to quiet title; and

WHEREAS the Town Council finds that this resolution is in the best interests of the Town and its citizens.

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

SECTION 1. The Town of Marana hereby vacates and abandons Rillito Cutoff across the Bethanie Lee property.

SECTION 2. The Town Engineer is hereby authorized to sign the Quit Claim Deed in substantially the form found in the agenda materials accompanying this resolution.

SECTION 3. The Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out this resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21<sup>st</sup> day of January 2020.

\_\_\_\_\_  
Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Cherry L. Lawson, Town Clerk

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

Exempt: A.R.S. § 11-1134 (A) (3)

That currently un-assessed Parcel of Land, commonly known as the Rillito Cut Off Road, which lies between Pima County Assessors' Parcel Number 226-03-018A and 226-03-0170, being a part of the following described property:

DATED \_\_\_\_\_, 2020.

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

STATE OF ARIZONA )  
 ) ss  
County of Pima )

(Seal)

Notary Public



"Rillito Cutoff"

El Rio Preserve

Bethanie Lee prop

