



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653
Conference Center on the Second Floor, March 3, 2020, at or after 6:00 PM

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

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Marana Town Council and to the general public that the Town Council will hold a meeting open to the public on March 3, 2020, at or after 6:00 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 6:00 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 Conference Center) 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 Conference Center is wheelchair and handicapped accessible. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Town Clerk at (520) 382-1999. Requests should be made as early as possible to arrange the accommodation.

Agendas

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

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

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

CALL TO THE PUBLIC

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

PROCLAMATIONS

Proclamation recognizing "March 6, 2020 as St. Baldrick's Day in Marana"
(Cherry L. Lawson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

- P1 Presentation: Relating to Economic Development; presentation and update on the Economic Development industry, past successes, regional participation, and future strategies (Curt Woody)

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. 2020-020: Relating to Development; approving a final plat for The Preserve at Twin Peaks, Lots 1 through 190 and Common Areas "A" (Private Streets), "B1"-"B5" (Natural Open Space, Drainage, Landscape, Pedestrian, Public Sewer and Utilities) and "C1"-"C2" (Active Open Space) located east of Camino de Manana and approximately a quarter mile north of Lambert Lane (Brian D. Varney)
- C2 Resolution No. 2020-021: Relating to Development; approving an Amended Final Plat for Boulder Bridge Pass III at Dove Mountain, Lots 1-72, Block "A" (Future Residential) and Common Areas "A" (Private Streets) and "B" (Open Space/Drainage) located approximately one-half mile north of Dove Mountain Boulevard and west of Boulder Bridge Pass (Brian D. Varney)
- C3 Resolution No. 2020-022: Relating to Elections; approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and Pima County, on behalf of the Pima County Recorder, for Election Services for the Town's 2020 election (David L. Udall)

- C4 Relating to Procurement; approving a change order to the construction contract between the Town and Sunland Asphalt & Construction, Inc., in the amount of \$180,000 for Coachline Boulevard Reconstruction, Project No. ST057; authorizing the transfer of appropriations if necessary for the change order, and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order (Keith Brann)
- C5 Approval of the February 18, 2020 Regular Council Meeting Summary Minutes (Cherry L. Lawson)

LIQUOR LICENSES

- L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a new series #12 Restaurant liquor license application submitted by Yanling Lin on behalf of Sushi Cortaro, located at 8225 N. Courtney Page Way #141 Marana, Arizona 85743 (Cherry L. Lawson)

BOARDS, COMMISSIONS AND COMMITTEES

- B1 Relating to Boards, Commissions and Committees; selecting the Marana Livability Index/Community Health Dashboard as the topic for the Marana Citizens' Forum Spring 2020 Session; or alternatively, selecting three potential topics for the Marana Citizens' Forum to choose from for the Spring 2020 Session topic (Heath Vescovi-Chiordi)

COUNCIL ACTION

- A1 **PUBLIC HEARING:** Relating to Alternative Expenditure Limitation (Home Rule Option); public hearing pursuant to A.R.S. section 41-563.01 regarding the proposed extension of the alternative expenditure limitation for the Town of Marana (Yiannis Kalaitzidis)

Resolution No. 2020-023: Relating to Alternative Expenditure Limitation; proposing an extension of the alternative expenditure limitation for the Town of Marana (Yiannis Kalaitzidis)
- A2 Resolution No. 2020-024: Relating to Real Estate; reclassifying and designating certain Town-owned land intersecting the north right-of-way line of Avra Valley Road immediately east of the Marana Regional Airport as public right-of-way named "Air Commerce Way" (Frank Cassidy)
- A3 Resolution No. 2020-025: Relating to Utilities; approving and authorizing the Mayor to sign an Agreement for Construction of Water Facilities under Private Contract for The Preserve at Twin Peaks subdivision (David L. Udall)

- A4 Resolution No. 2020-026: Relating to Public Works; approving and authorizing the Mayor to execute a Master Conduit Use Agreement with FirstDigital Telecom Arizona, LLC for the use of Town-owned conduit (Jane Fairall)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

- D1 Relating to Development and Public Works; update, discussion, and possible direction regarding public and private projects and development applications on the Town's [Marana Current and Proposed Projects](#) internet site (Jason Angell)
- 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) & (7) to instruct the Town's representatives regarding negotiations for the sale or lease of Town-owned property located near the Marana Regional Airport and to consult with and instruct the Town's attorneys regarding an economic development contract associated with that sale or lease.

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

1.

Meeting Date: 03/03/2020

From: Cherry L. Lawson, Town Clerk

Date: March 3, 2020

Subject: Proclamation recognizing "March 6, 2020 as St. Baldrick's Day in Marana"
(Cherry L. Lawson)

Attachments

Proclamation



PROCLAMATION

St. Baldrick's "Rock the Bald" Campaign 2020

WHEREAS, cancer is the number one disease killer of children and young adults in the United States, with a child being diagnosed with cancer worldwide every two minutes; and

WHEREAS, through head-shaving events, partnerships and advocacy initiatives, the primary focus of the St. Baldrick's Foundation is to have the greatest impact for kids with cancer around the world; and

WHEREAS, as only four percent of federal cancer funding goes directly to childhood cancer research; and

WHEREAS, St. Baldrick's Foundation is the largest funder of childhood cancer research grants outside of the United States government; and

WHEREAS, shaving heads is a visible demonstration of solidarity with those who have lost their hair to cancer treatment; and

WHEREAS, a "Defy Childhood Cancer" fundraising event for St. Baldrick's is being held at Mountain View High School on Friday, March 6, 2020 from 5:00 – 9:00 p.m.

NOW, THEREFORE be it resolved, the Mayor and Council of the Town of Marana commend the efforts of the "Be Bold Go Bald" team and recognize

"March 6, 2020 as St. Baldrick's Day in Marana"

and urge citizens to familiarize themselves with this program and offer support for the activities associated with St. Baldrick's Foundation.

Dated this 3rd day of March, 2020.

ATTEST:

Cherry Lawson, Town Clerk

Ed Honea, Mayor



Council-Regular Meeting

P1

Meeting Date: 03/03/2020

To: Mayor and Council

From: Curt Woody, Director of Economic Development and Tourism

Date: March 3, 2020

Strategic Plan Focus Area:
Commerce

Subject: Presentation: Relating to Economic Development; presentation and update on the Economic Development industry, past successes, regional participation, and future strategies (Curt Woody)

Discussion:

Presentation only.

Staff Recommendation:

Presentation only.

Suggested Motion:

Presentation only.

Attachments

No file(s) attached.



Council-Regular Meeting

C1

Meeting Date: 03/03/2020

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: March 3, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-020: Relating to Development; approving a final plat for The Preserve at Twin Peaks, Lots 1 through 190 and Common Areas "A" (Private Streets), "B1"-"B5" (Natural Open Space, Drainage, Landscape, Pedestrian, Public Sewer and Utilities) and "C1"-"C2" (Active Open Space) located east of Camino de Manana and approximately a quarter mile north of Lambert Lane (Brian D. Varney)

Discussion:

Request

The WLB Group, Inc., representing Lennar Communities Development, Inc., is requesting approval of a final plat for The Preserve at Twin Peaks, Lots 1 through 190 and Common Areas "A" (Private Streets), "B1"-"B5" (Natural Open Space, Drainage, Landscape, Pedestrian, Public Sewer and Utilities), and "C1"-"C2" (Active Open Space). The 100.26 acre subdivision consists of 190 single-family residential lots, 49 acres of land area for natural open space, drainage, landscaped common area, pedestrian paths and utilities, and 3.32 acres of active open space consisting of two recreation areas / parks. The proposed subdivision is located east of Camino de Manana and approximately a quarter mile north of Lambert Lane.

Zoning and Land Use

The zoning of the proposed subdivision is F (The Preserve at Twin Peaks Specific Plan), and the land use designation is Medium Density Residential (MDR). The development standards require a minimum lot size of 6,000 square feet. The minimum lot size proposed by this plat is 7,035 square feet, the maximum is 12,899 square feet, and the average lot size is 8,581 square feet. The gross density proposed is 1.90 residences per acre.

Two main recreation areas are proposed at .54 acres and 2.78 acres, respectively, that will provide active recreation opportunities for residents of the subdivision. These recreation areas will be developed as parks with amenities including: a half basketball court; ramada structures (2); picnic tables (4); turf play areas; children's play structure with sun cover; bench seating; bicycle parking facilities; and trash receptacles. These recreation areas will be connected to a private pedestrian trail system within the subdivision by 5-foot natural earth paths. Similar natural earth paths will be constructed through many of the common areas within the subdivision creating a network of pedestrian amenities. The plat will dedicate a public trail easement to the Town that will be available for use by the general public. The trail easement will allow the Town to construct a natural earth, non-motorized public trail connecting this subdivision and future development north of this subdivision to our trail system along Twin Peaks Road. The easement will extend from the emergency access off of Blue Bonnet Road northeasterly near the south and east boundaries of the subdivision up to, and along portions of, the north boundary. The easement will be accessible from a Pima County trail easement near the northeast boundary of the project area.

Access and Traffic Circulation

Ingress and egress will be provided by a single-point access directly from Camino de Manana to be constructed as a divided roadway with a landscaped median. Gated emergency access will be provided via Blue Bonnet Road to Cactus Point Drive near the southwest corner of the project area. Approximately .61 miles of new private streets will be constructed within this subdivision and will be maintained by the homeowner's association.

Preliminary Plat

The preliminary plat for The Preserve at Twin Peaks was approved by the Town Council on November 17, 2015, by the adoption of Resolution No. 2015-120. The Council granted an extension of the preliminary plat approval on December 5, 2017, by the adoption of Resolution No. 2017-107.

Staff Recommendation:

Staff has reviewed the proposed plat against the requirements of The Preserve at Twin Peaks Specific Plan, the Marana Land Development Code, the Twin Peaks Corridor Study, the Marana General Plan, and the approved preliminary plat. The proposed plat is in substantial conformance with all required development regulations, and staff recommends approval.

Suggested Motion:

I move to adopt Resolution No. 2020-020, approving the final plat for The Preserve at Twin Peaks, Lots 1 through 190 and Common Areas "A", "B1"- "B5", and "C1"- "C2".

Attachments

Resolution No. 2020-020

PRV1907-002 TPTP FP
PRV1907-002 TPTP Map
PRV1907-002 TPTP App

MARANA RESOLUTION NO. 2020-020

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR THE PRESERVE AT TWIN PEAKS LOTS 1 THROUGH 190 AND COMMON AREAS "A" (PRIVATE STREETS), "B1"-"B5" (NATURAL OPEN SPACE, DRAINAGE, LANDSCAPE, PEDESTRIAN, PUBLIC SEWER, AND UTILITIES), AND "C1"-"C2" (ACTIVE OPEN SPACE), LOCATED EAST OF CAMINO DE MANANA AND APPROXIMATELY A QUARTER MILE NORTH OF LAMBERT LANE

WHEREAS The Preserve at Twin Peaks Specific Plan was approved by the Town Council on February 18, 2014 by the adoption of Ordinance No. 2014.004; and

WHEREAS the Preliminary Plat for The Preserve at Twin Peaks, Lots 1 through 195 and Common Areas "A", "B", and "C" was approved by the Town Council on November 17, 2015 by the adoption of Resolution No. 2015-120; and

WHEREAS the Council granted an extension of the preliminary plat approval on December 5, 2017, by the adoption of Resolution No. 2017-107; and

WHEREAS The WLB Group, Inc., representing Lennar Communities Development, Inc., has applied for approval of the final plat for The Preserve at Twin Peaks, Lots 1 through 190 and Common Areas "A" (Private Streets), "B1"-"B5" (Natural Open Space, Drainage, Landscape, Pedestrian, Public Sewer and Utilities) and "C1"-"C2" (Active Open Space), located east of Camino de Manana and approximately a quarter mile north of Lambert Lane within Section 12, Township 12 South, Range 12 East; and

WHEREAS the Mayor and Town Council, at its March 3, 2020 meeting, determined that the final plat for The Preserve at Twin Peaks should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the final plat for The Preserve at Twin Peaks, Lots 1 through 190 and Common Areas "A" (Private Streets), "B1"-"B5" (Natural Open Space, Drainage, Landscape, Pedestrian, Public Sewer and Utilities) and "C1"-"C2" (Active Open Space) is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of March, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

GENERAL NOTES

1. THE GROSS AREA OF THE SUBDIVISION IS 100.26 AC OR SQ. FT.=4,367,389±.
2. THE EXISTING ZONING FOR THIS PARCEL IS "F" (SPECIFIC PLAN) AND WILL REMAIN PER ORDINANCE 2014.004.
3. THE NUMBER OF LOTS IS 190. DENSITY IS 1.90 RAC.
4. THE MINIMUM ALLOWABLE LOT SIZE IS SIX THOUSAND (6,000) SQUARE FEET.
5. LOT SIZE: MAXIMUM LOT AREA=12,899 SQ. FT. MINIMUM (ACTUAL) LOT AREA=7,035 SQ. FT. AVERAGE LOT SIZE IS 8,581 SQ. FT.
6. BUILDING HEIGHTS-BUILDINGS AND STRUCTURES SHALL HAVE HEIGHT NOT GREATER THAN TWO-STORIES OR THIRTY (30) FEET
7. MINIMUM FRONT, SIDE AND REAR YARDS SETBACKS
 - A. THE REQUIRED FRONT YARD SETBACK SHALL BE A MINIMUM OF TEN (10) FEET, EXCEPT WHERE GARAGES OPEN OR FACE DIRECTLY ONTO AN ABUTTING STREET, IN WHICH CASE THE GARAGE SETBACK SHALL BE A MINIMUM OF TWENTY (20) FEET. MAXIMUM OF 35% OF THE LOTS MAY HAVE A REDUCED SETBACK TO 10 FEET, WITH THE BALANCE OF THE SETBACKS BEING 20 FEET OR GREATER.
 - B. THE REQUIRED SIDE YARD SETBACK SHALL BE A MINIMUM OF FIVE (5) FEET, WITH A STREET SIDE SIDE YARD SETBACK HAVING A MINIMUM OF TEN (10) FEET.
 - C. THE REQUIRED REAR YARD SETBACK SHALL BE A MINIMUM OF TWENTY (20) FEET.
 - D. WHERE THE FRONT YARD SETBACK IS INCREASED ABOVE THE TWENTY (20) FEET, THE REAR YARD SETBACK MAY BE REDUCED BY ONE FOOT FOR EACH FOOT OF FRONT YARD INCREASE, BUT SHALL NOT BE REDUCED TO BELOW FIFTEEN (15) FEET. WHERE THE FRONT YARD SETBACK IS DECREASED BELOW THE MINIMUM TWENTY (20) FEET, THE REAR YARD SETBACK SHALL BE INCREASED BY ONE (1) FOOT FOR EACH FOOT OF FRONT YARD DECREASE, BUT SHALL NOT BE REQUIRED TO BE OVER TWENTY-FIVE (25) FEET.
8. PARKING SPACES: 2 PER LOT IN GARAGE; 2 PER LOT IN DRIVEWAY = 760 SPACES.
9. THE BASIS OF BEARING: THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 12, T-12-S, R-12-E, G1A AND SALT MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA, SAID BEARING BEING S02°02'18"E.
10. BASIS OF ELEVATION: P.D. MBP0505 DESIGNATION MBP90R, BEING A 2-3/4" BCSP IN CONCRETE "T.O.M. RLS 19316", 48' EAST OF THE INTERSECTION OF TWIN PEAKS ROAD AND BLUE BONNET ROAD, SAID ELEVATION IS 2386.61 (NAVD 88).
11. NO FURTHER SUBDIVIDING OR LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA, TOWN COUNCIL.
12. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
13. 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.
14. 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.
15. 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.
16. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
17. A TOTAL OF 0.61 MILES OF NEW STREETS WILL BE CONSTRUCTED (ALL STREETS ARE PRIVATE).
18. 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.
19. A STREET TREE SHALL BE PLANTED ON EACH LOT IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLAN AND WILL BE SUBJECT TO THE MAINTENANCE REQUIREMENTS DEFINED IN THE MARANA LAND DEVELOPMENT CODE.
20. 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.
21. ALL DEVELOPMENT WITHIN THE PLAT AREA WILL BE SUBJECT TO THE TOWN OF MARANA RESIDENTIAL DESIGN STANDARDS.
22. LOTS 9-16, 23, 59, 60, 91, 146-155, AND 174-190 SHALL BE RESTRICTED TO SINGLE-STORY RESIDENCES.
23. THE ADMINISTRATIVE ADDRESS FOR THIS PROJECT IS 5271 W. CAMINO DE MANANA, TUCSON, AZ 85742

ASSURANCES

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

BY _____ TOWN OF MARANA _____ DATE _____

BASIS OF BEARINGS

THE WEST LINE OF THE S.W. 1/4 OF SECTION 12, T-12-S, R-12-E, G.S.R.M. TOWN OF MARANA, PIMA COUNTY, ARIZONA SAID BEARING BEING: S02°02'18"E.

BASIS OF ELEVATION

BEING A 2-3/4" BCSP IN CONCRETE "T.O.M. RLS 19316", 48' EAST OF THE INTERSECTION OF TWIN PEAKS & BLUE BONNET. SAID ELEVATION BEING: 2386.61 FEET (NAVD 88)

ASSURED WATER SUPPLY

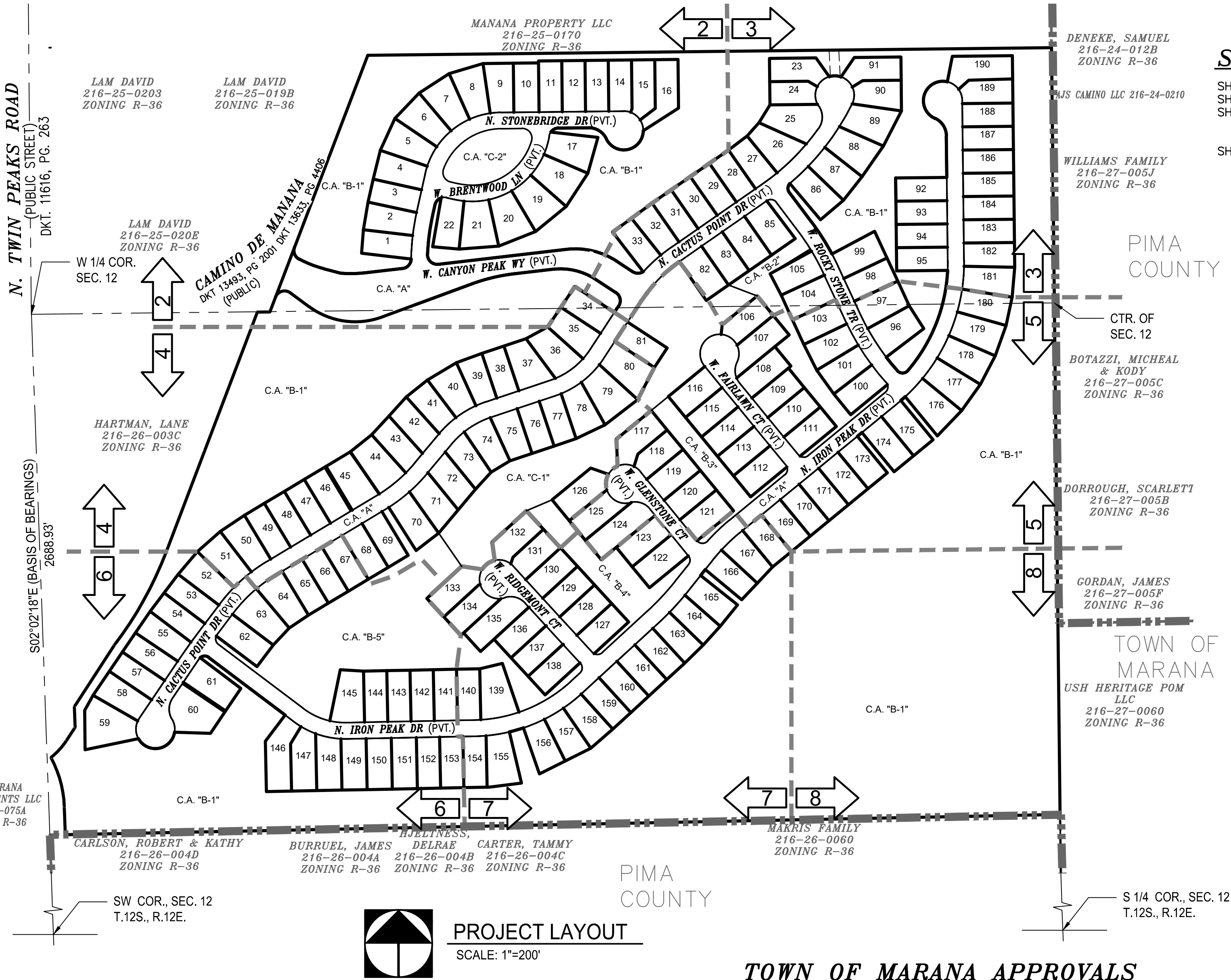
A CERTIFICATE OF ASSURED WATER SUPPLY HAS BEEN RECEIVED FROM THE DIRECTOR OF WATER RESOURCES.

MARANA WATER DIRECTOR _____ DATE _____

The WLB Group INC.

WLB

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



LAND USES

COMMON AREA:	
COMMON AREA "A"	= 462,481 SQ. FT.
COMMON AREA "B"	= 2,129,605 SQ. FT.
"B1"	= 1,893,440 SQ. FT.
"B2"	= 35,736 SQ. FT.
"B3"	= 22,829 SQ. FT.
"B4"	= 36,373 SQ. FT.
"B5"	= 141,227 SQ. FT.
COMMON AREA "C"	= 144,590 SQ. FT.
"C1"	= 120,923 SQ. FT.
"C2"	= 23,667 SQ. FT.
SQ. FT. TOTAL	= 2,736,671 SQ. FT. or 62.825 Acres
RESIDENTIAL LOTS: LOTS 1-190	= 1,630,468 SQ. FT. or 37.429 Acres



PROJECT LAYOUT
SCALE: 1"=200'

USE:
ROADWAY (PRIVATE)
NATURAL OPEN SPACE / DRAINAGE /
LANDSCAPE / PEDESTRIAN / PUBLIC
SEWER & UTILITIES

ACTIVE OPEN SPACE

LEGEND

---	SUBDIVISION BOUNDARY
---	ADJACENT LOT LINE
---	LOT LINE
---	EASEMENT LINE
---	MATCH LINE
---	SECTION LINE
---	RIGHT OF WAY
---	CENTER LINE
□	INDICATES BRASS DISK SURVEY MONUMENT TO BE SET UPON COMPLETION OF ROAD CONSTRUCTION FOUND MONUMENT AS NOTED
●	1/2" IRON PARCEL PIN TO BE SET BY AN ARIZONA RLS
---	FLOOD LINE/EHS LINE
---	TOWN LIMITS

CA	COMMON AREA
SVT	SIGHT VISIBILITY TRIANGLE
NAE	NO ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
R-7	ZONING DESIGNATION
+	SECTION CORNER / QUARTER SECTION CORNER
+	SHEET INDEX SHEET INDICATOR

TOWN OF MARANA APPROVALS

BY _____ P.E. _____
MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER DATE _____
BY _____
MARANA DEVELOPMENT SERVICES DIRECTOR DATE _____
BY _____
PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT DATE _____

CERTIFICATION

I, _____, CLERK OF THE TOWN OF MARANA
HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA ON THE _____ DAY OF _____, 2020.

BY _____ CLERK OF THE TOWN OF MARANA _____ DATE _____

RECORDING

STATE OF ARIZONA } FEE _____
COUNTY OF PIMA } SS NO _____
THIS PLAT WAS FILED FOR RECORD AT THE REQUEST OF THE WLB GROUP, INC., ON THIS _____ DAY OF _____, 2020 AT _____ M. IN SEQUENCE NUMBER _____

F. ANN RODRIGUEZ
PIMA COUNTY RECORDER

BY _____ DEPUTY _____

CERTIFICATION

I HEREBY CERTIFY THAT THE FLOODPLAIN LIMITS AND EROSION HAZARD SETBACKS AS SHOWN ON THIS PLAT WERE PREPARED UNDER MY DIRECTION.

DAVID W. LITTLE PE NO. 36234

CERTIFICATION

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY 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.

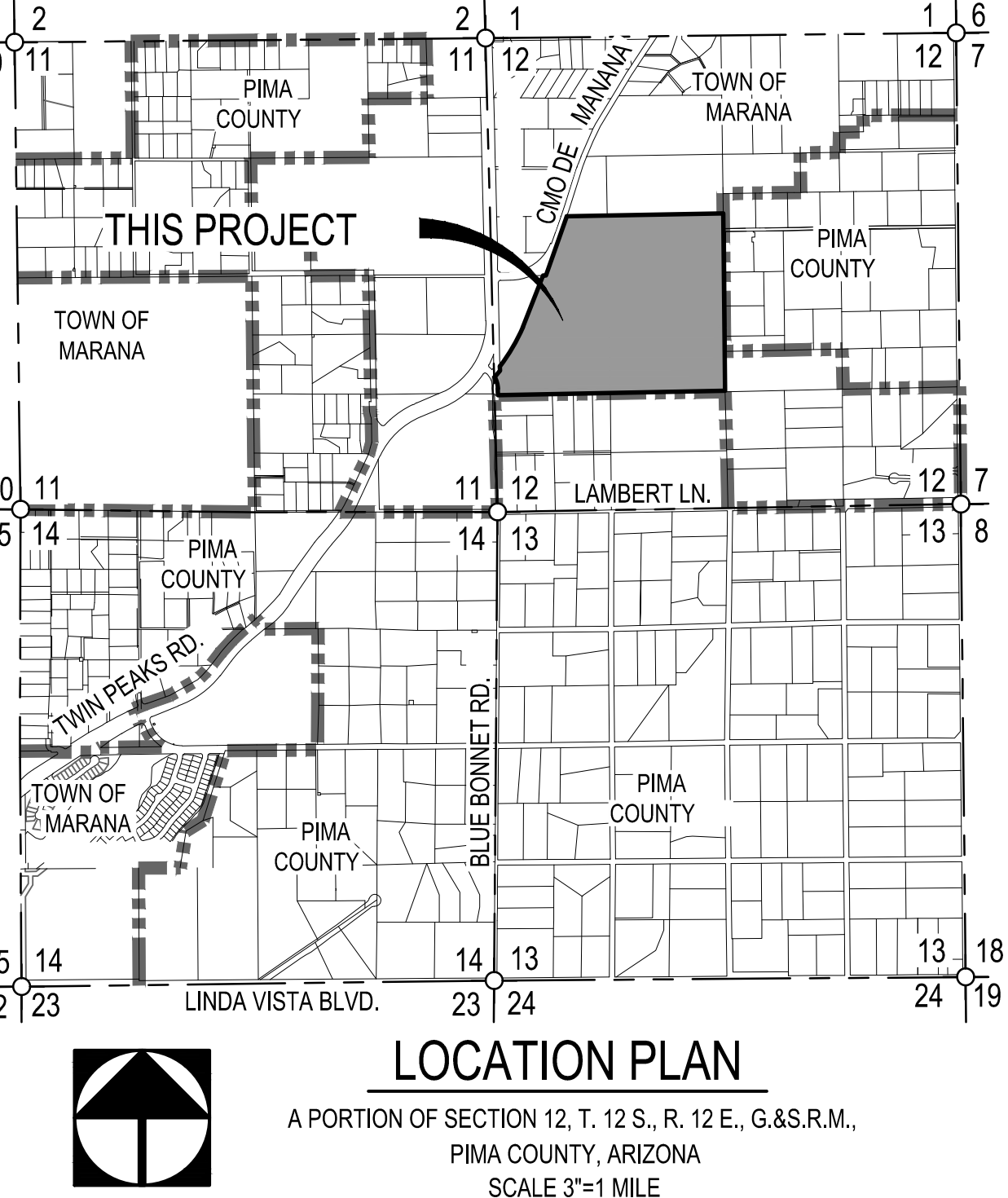
PETER D. COTE RLS NO. 44121

SHEET INDEX

SHEET 1 COVER SHEET
SHEETS 2-8 PLAN SHEETS
SHEET 9-10 CENTERLINE LINE AND CURVE TABLES
SHEET 11 LOT AND TRACT TABLES SVT DETAILS

OWNER

LENNAR ARIZONA, INC.
3275 W. INA ROAD, SUITE 275
TUCSON, AZ 85741
PHONE: (520) 618-4126



LOCATION PLAN

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

DEDICATION

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

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

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

WE HEREBY GRANT TO THE TOWN OF MARANA ALL TRAIL EASEMENTS AS SHOWN ON THIS PLAT FOR THE USE BY THE GENERAL PUBLIC AS PERMANENT NON-MOTORIZED PUBLIC TRAIL EASEMENTS.

PRIVATE DRAINAGEWAYS AND COMMON AREAS, AS SHOWN HEREON, ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, THEIR GUESTS AND INVITEES. COMMON AREAS, BUT NOT PRIVATE DRAINAGEWAYS, ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA, PIMA COUNTY, AND ALL UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, UNDERGROUND PUBLIC AND PRIVATE UTILITIES AND PUBLIC SEWERS. PRIVATE DRAINAGEWAYS ARE ALSO RESERVED FOR THE FLOW OF WATER, WHETHER SURFACE, FLOOD, OR RAINFALL, FROM THIS SUBDIVISION AND OTHER LANDS AS APPROVED BY THE TOWN ENGINEER. TITLE TO THE LAND OF ALL PRIVATE DRAINAGEWAYS AND COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN SEQUENCE NO. _____, IN THE OFFICE OF THE PIMA COUNTY RECORDER. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH WILL ACCEPT ALL RESPONSIBILITY FOR THE CONTROL, MAINTENANCE, SAFETY AND LIABILITY OF ALL PRIVATE DRAINAGEWAYS AND COMMON AREAS WITHIN THIS SUBDIVISION.

TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TRUST NO. 201832-S, AS TRUSTEE ONLY AND NOT OTHERWISE.

TRUST OFFICER OF TRUST No. 201832-S _____ DATE _____

BENEFICIARY OF TRUST
LENNAR ARIZONA
3275 W. INA ROAD, SUITE 275
TUCSON, AZ 85741

ACKNOWLEDGEMENT

STATE OF ARIZONA } FEE _____
COUNTY OF PIMA } SS NO _____

ON THIS THE _____ DAY OF _____, 2020, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, DIANE SLOANE, WHO ACKNOWLEDGED HERSELF TO BE AN OFFICER OF TRUST NO. 201832-S, AND BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY HERSELF AS SUCH OFFICER.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

FINAL PLAT
THE PRESERVE AT TWIN PEAKS

LOTS 1 THRU 190 AND COMMON AREA "A" (PRIVATE STREETS), COMMON AREAS "B1"- "B5" (NATURAL OPEN SPACE, DRAINAGE, LANDSCAPE, PEDESTRIAN, PUBLIC SEWER AND UTILITIES) & COMMON AREAS "C1", "C2" (ACTIVE OPEN SPACE),

A PORTION OF THE WEST HALF OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

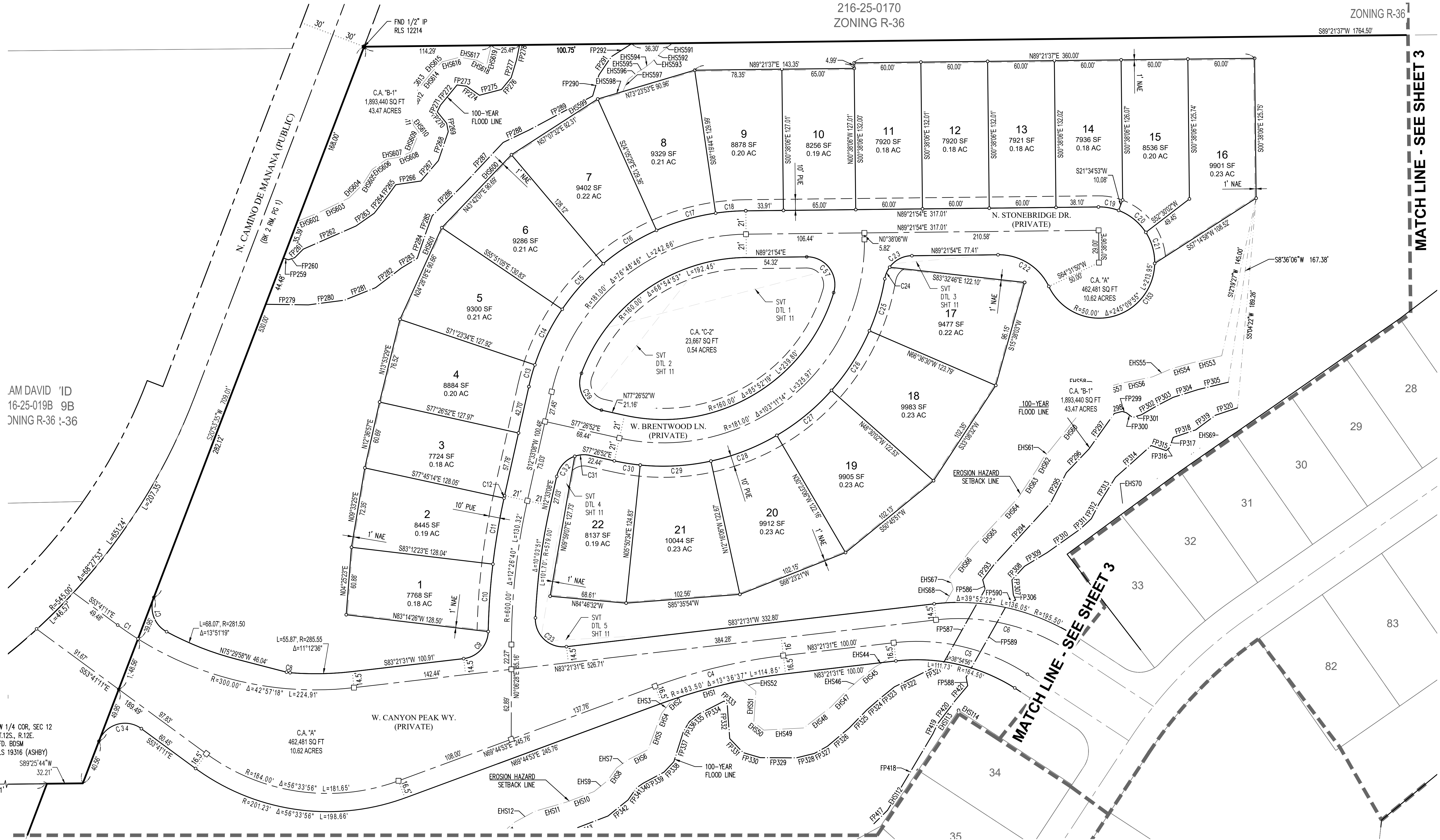
PROJECT NO. PRV1907-002, ENG1907-001
RELATED CASE NOS. - PRV1503-003 & PC212023
DRAWN BY: RMS

DECEMBER, 2019

WLB JOB NO. 112026L-001

SHEET 1 OF 11

SEQUENCE NUMBER



MATCH LINE - SEE SHEET 4

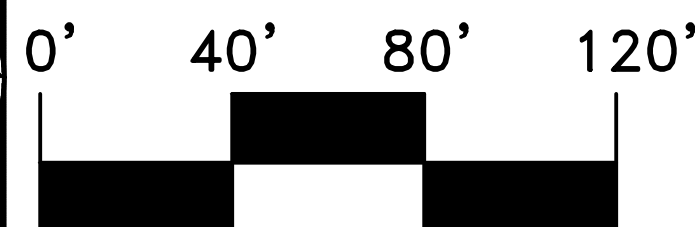
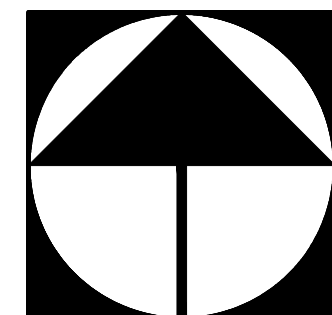
MATCH LINE - SEE SHEET 3

AM DAVID 'ID
16-25-019B 9B
ZONING R-36 1-36

SW COR, SEC 12
T.12S., R.12E.
CALCD FROM
REFERENCE MONUMENT

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WLB
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FINAL PLAT
THE PRESERVE AT TWIN PEAKS
LOTS 1 THRU 190 AND COMMON AREA "A" (PRIVATE STREETS), COMMON AREAS
"B1"-"B5" (NATURAL OPEN SPACE, DRAINAGE, LANDSCAPE, PEDESTRIAN, PUBLIC
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12 SOUTH, RANGE 12 EAST, GILA & SALT RIVER MERIDIAN,
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PROJECT NO. PRV1907-002, ENG1907-001
RELATED CASE NOS. - PRV1503-003 & PC212023
DRAWN BY: RMS
WLB JOB NO. 112026L-001
DECEMBER, 2019
SHEET 2 OF 11

MANANA PROPERTY LLC
216-25-0170
ZONING R-36

PIMA COUNTY
SAMUEL DENEKE
216-24-012B
ZONING R-36

AJS CAMINO LLC
216-24-0210

WILLIAMS FAMILY
216-27-005J ZONING R-36

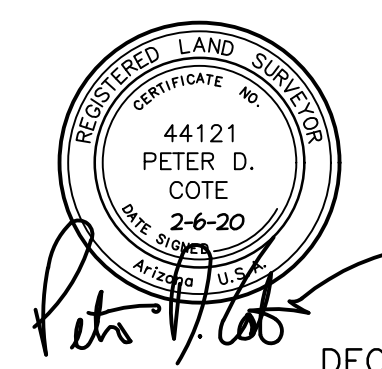
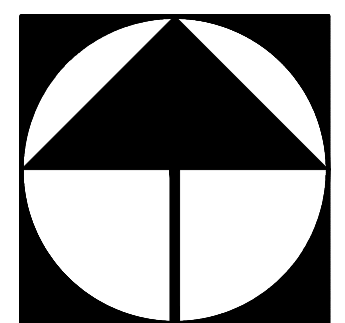
PIMA COUNTY

SEQUENCE NUMBER

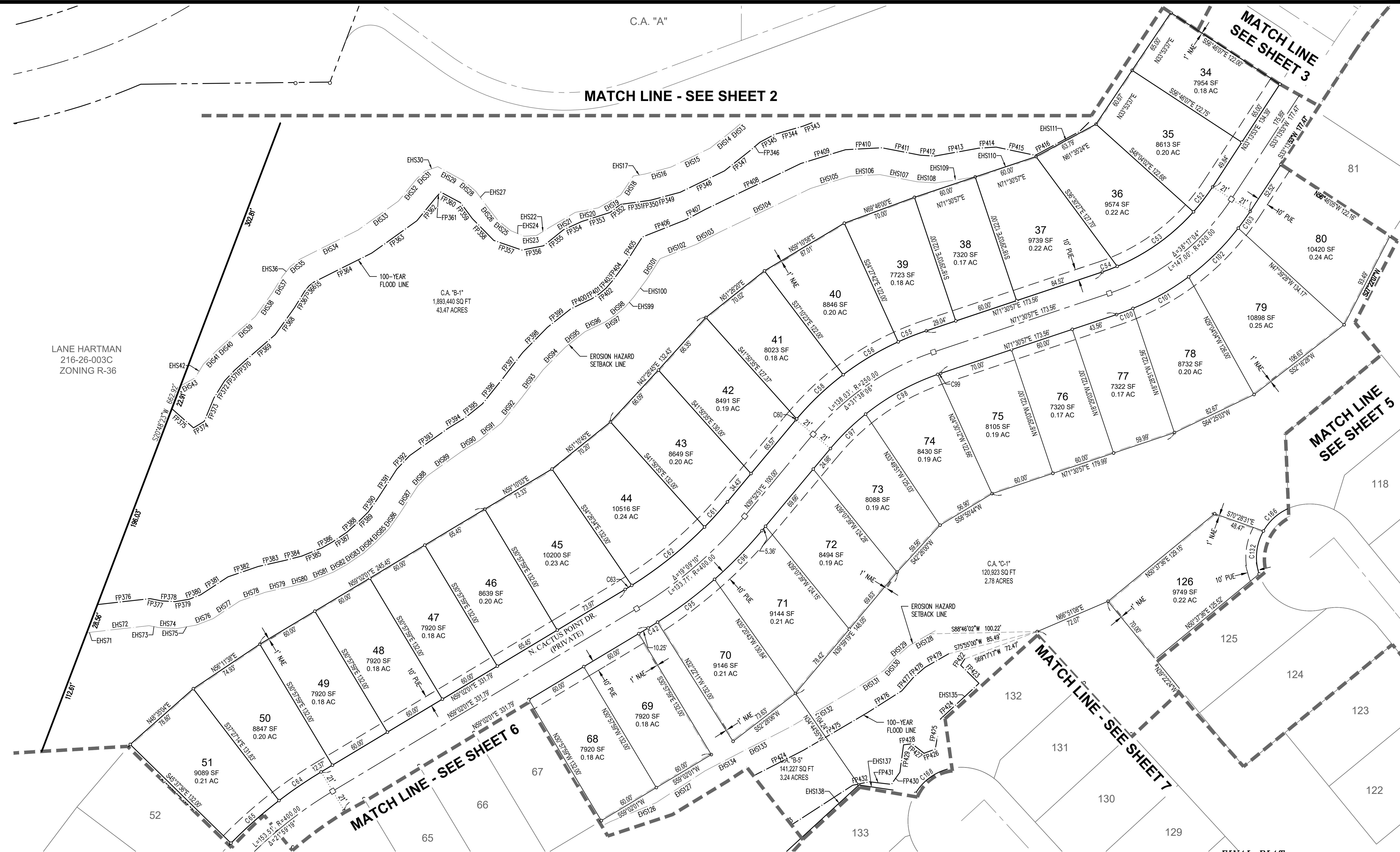


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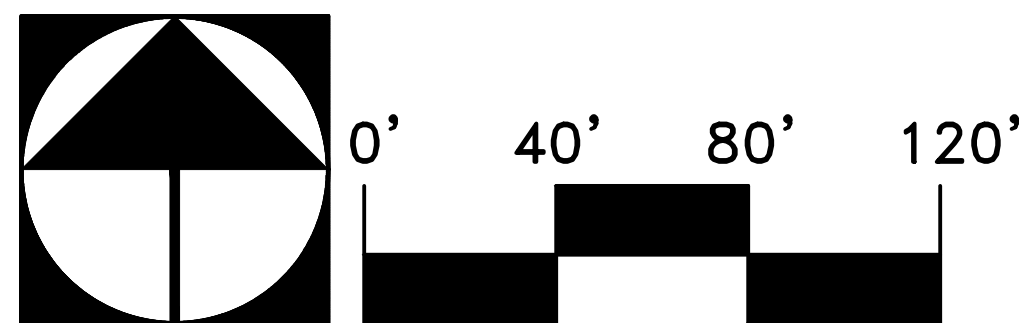


FINAL PLAT
THE PRESERVE AT TWIN PEAKS
LOTS 1 THRU 190 AND COMMON AREA "A" (PRIVATE STREETS), COMMON AREAS
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RELATED CASE NOS. - PRV1503-003 & PCZ12023
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WLB JOB NO. 112026L-001
DECEMBER, 2019
SHEET 3 OF 11



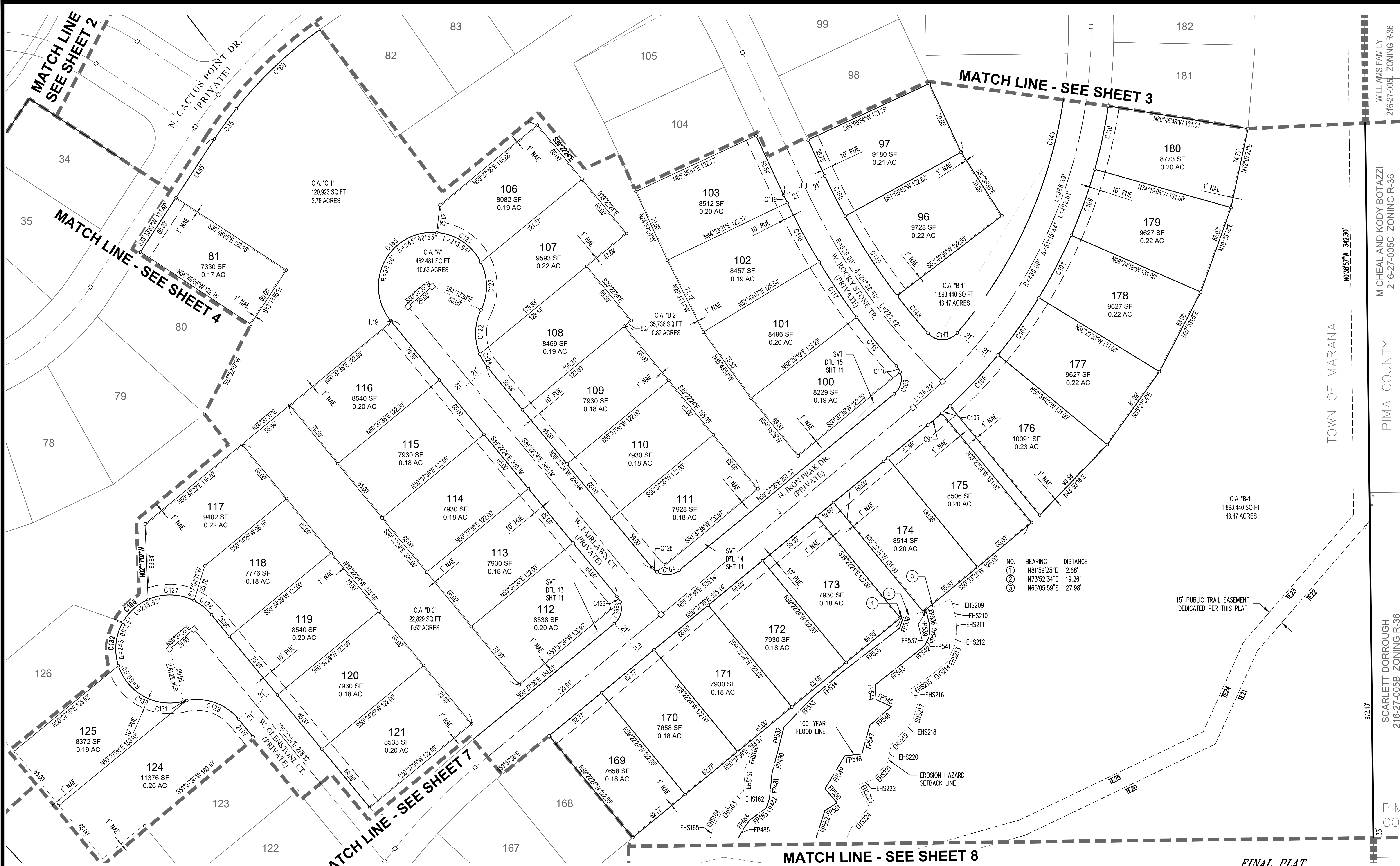
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DECEMBER, 2019

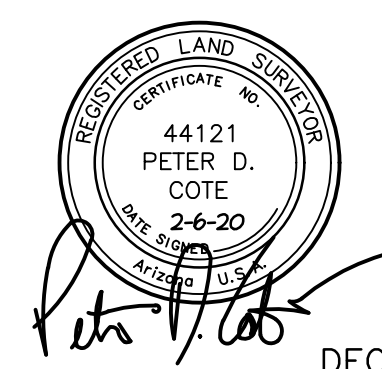
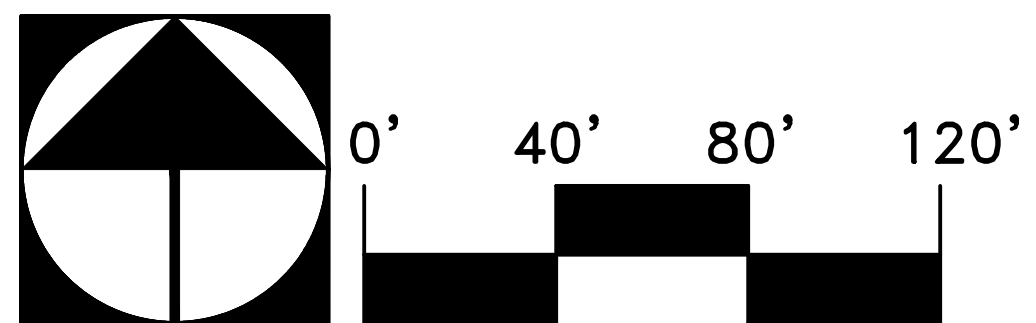
SHEET 4 OF 11



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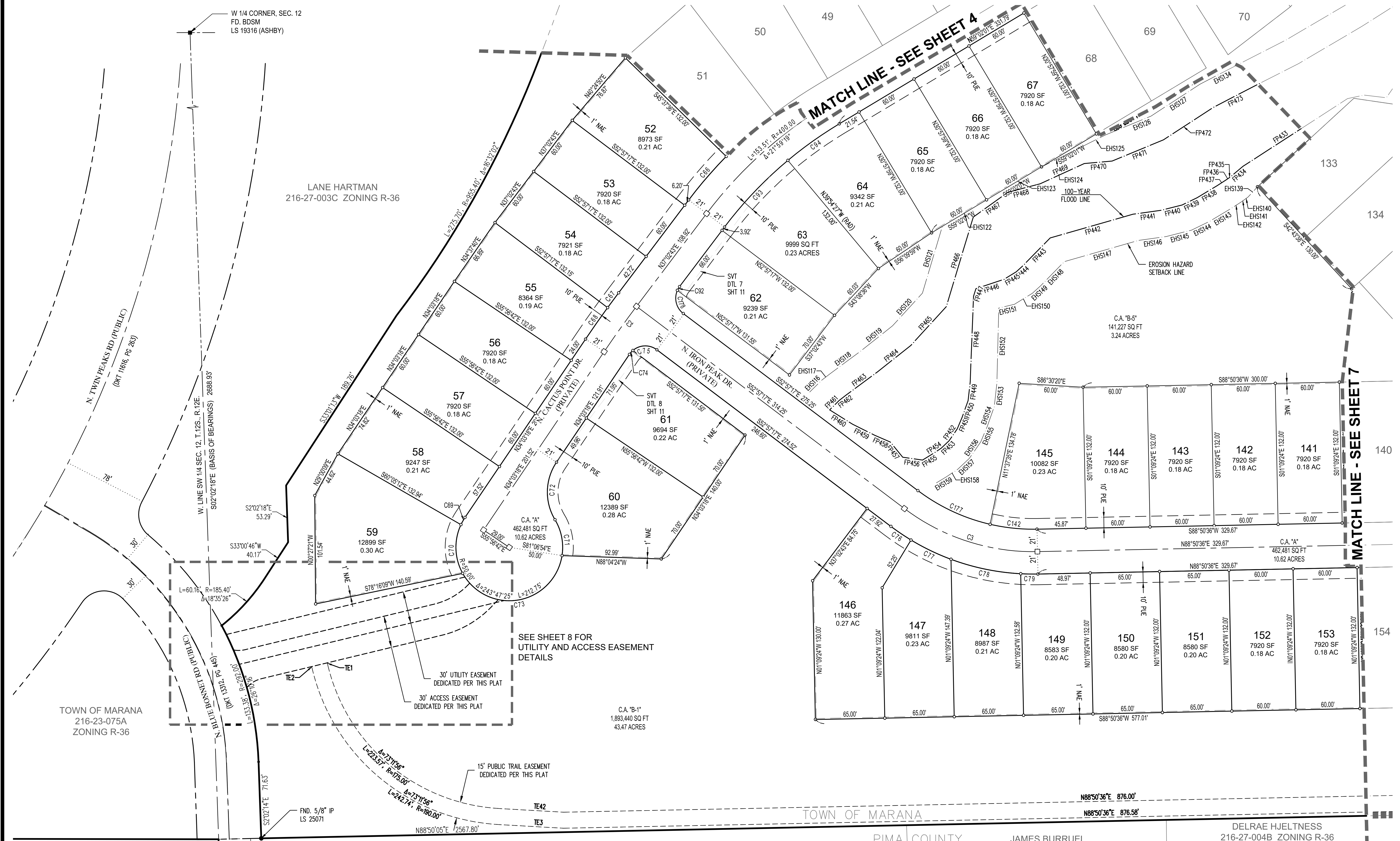
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FINAL PLAT
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DRAWN BY: RMS
WLB JOB NO. 112026L-001
DECEMBER, 2019

SEQUENCE NUMBER **5** OF **11**



TOWN OF MARANA
216-27-075A
ZONING R-36

TOWN OF MARANA
216-27-003C ZONING R-36

ROBERT AND KATHY CARLSON
216-27-004D ZONING R-36

PIMA COUNTY

JAMES BURRUEL
216-27-004A ZONING R-36

DELRAE HJELTNESS
216-27-004B ZONING R-36

FINAL PLAT
THE PRESERVE AT TWIN PEAKS

LOTS 1 THRU 190 AND COMMON AREA "A" (PRIVATE STREETS), COMMON AREAS "B1"-"B5" (NATURAL OPEN SPACE, DRAINAGE, LANDSCAPE, PEDESTRIAN, PUBLIC SEWER AND UTILITIES) & COMMON AREAS "C1", "C2" (ACTIVE OPEN SPACE),

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PROJECT NO. PRV1907-002, ENG1907-001
RELATED CASE NOS. - PRV1503-003 & PCZ12023
DRAWN BY: RMS

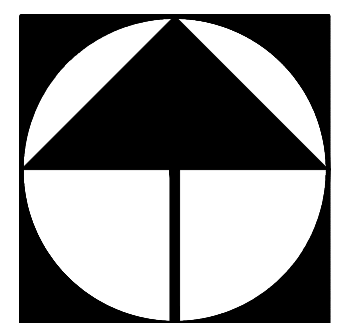
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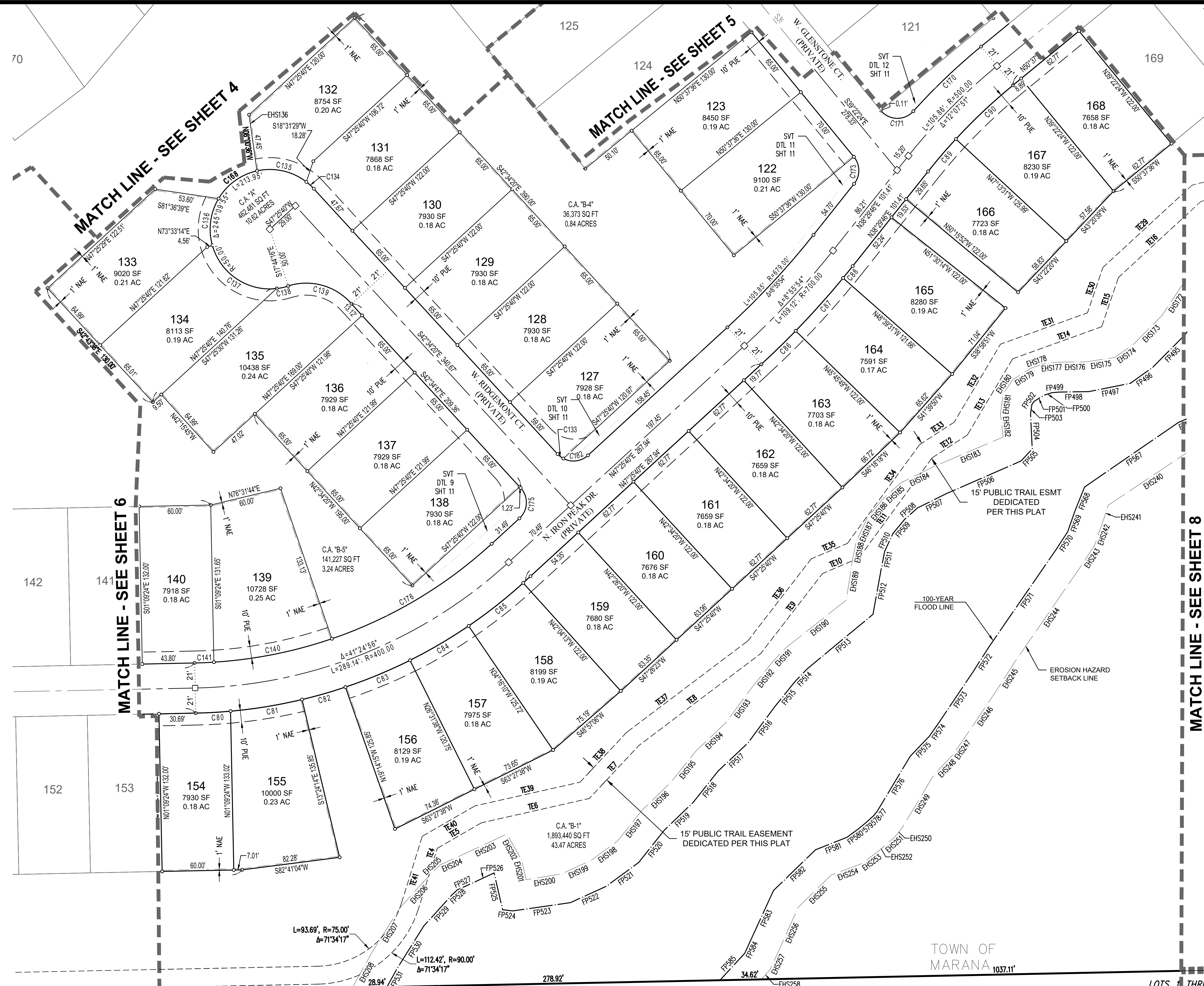
SHEET 6 OF 11

SEQUENCE NUMBER

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MATCH LINE - SEE SHEET 8

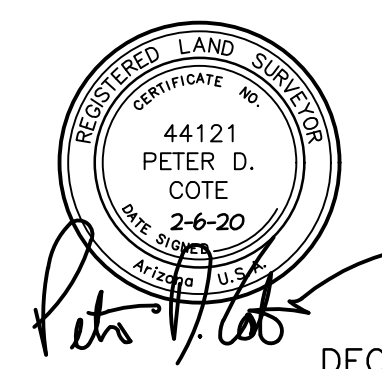
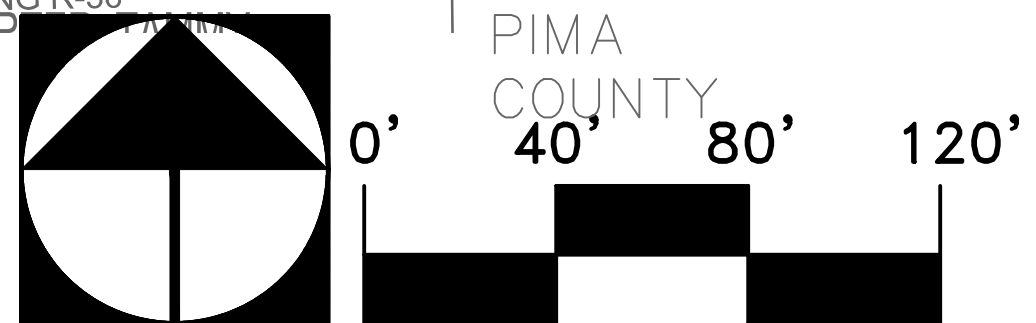
MATCH LINE - SEE SHEET 6

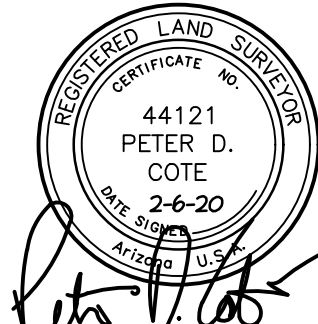
MATCH LINE - SEE SHEET 5

MATCH LINE - SEE SHEET 4

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THE PRESERVE AT TWIN PEAKS
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Trail Easement Line Table			Trail Easement Line Table		
Line #	Length	Direction	Line #	Length	Direction
TE1	2.74'	S13° 32' 26"E	TE23	156.06'	S40° 47' 42"W
TE2	2.74'	S13° 32' 26"E	TE24	90.94'	S24° 13' 17"W
TE3	61.21'	N86° 44' 22"W	TE25	188.17'	S64° 21' 36"W
TE4	52.92'	S17° 16' 19"W	TE26	180.23'	S74° 07' 48"W
TE5	42.69'	N60° 01' 52"E	TE27	102.19'	N81° 47' 43"W
TE6	92.54'	N77° 16' 55"E	TE28	68.57'	N76° 06' 21"E
TE7	60.59'	N43° 05' 45"E	TE29	101.80'	N47° 18' 42"E
TE8	127.82'	N52° 57' 35"E	TE30	40.07'	N18° 45' 34"E
TE9	84.83'	N37° 40' 00"E	TE31	77.37'	N70° 10' 37"E
TE10	33.13'	N66° 54' 03"E	TE32	76.03'	N30° 43' 36"E
TE11	103.97'	N36° 10' 22"E	TE33	34.48'	N56° 58' 56"E
TE12	35.22'	N56° 58' 56"E	TE34	102.60'	N36° 10' 22"E
TE13	74.15'	N30° 43' 36"E	TE35	32.92'	N66° 54' 03"E
TE14	79.22'	N70° 10' 37"E	TE36	86.73'	N37° 40' 00"E
TE15	43.47'	N18° 45' 34"E	TE37	127.10'	N52° 57' 35"E
TE16	94.13'	N47° 18' 42"E	TE38	57.27'	N43° 05' 45"E
TE17	61.79'	N76° 06' 21"E	TE39	90.20'	N77° 16' 55"E
TE18	102.46'	N81° 47' 43"W	TE40	50.84'	N60° 01' 52"E
TE19	184.71'	S74° 07' 48"W	TE41	58.79'	S17° 16' 19"W
TE20	194.93'	S64° 21' 36"W	TE42	60.63'	N86° 44' 22"W
TE21	94.23'	S24° 13' 17"W	TE43	15.00'	N0° 38' 23"W
TE22	159.66'	S40° 47' 42"W			

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Dist.
C1	22.05'	300.00'	41°2'42"	S55°47'32"E	22.05'
C2	52.19'	1000.00'	2°59'25"	S35°33'00"W	52.18'
C3	133.35'	200.00'	38°12'07"	S72°03'21"E	130.89'
C4	118.77'	500.00'	13°36'37"	S76°33'12"W	118.49'
C5	125.96'	181.00'	39°52'22"	N76°42'18"W	123.43'
C6	125.96'	181.00'	39°52'22"	N76°42'18"W	123.43'
C7	36.01'	25.00'	82°32'13"	N20°22'32"W	32.98'
C8	3.21'	18.50'	9°55'49"	N80°27'52"W	3.20'
C9	35.86'	25.00'	82°10'46"	S42°16'08"W	32.86'
C10	123.27'	621.00'	11°22'23"	S6°51'57"W	123.07'
C11	123.27'	621.00'	11°22'23"	S6°51'57"W	123.07'
C12	123.27'	621.00'	11°22'23"	S6°51'57"W	123.07'
C13	270.81'	202.00'	76°48'46"	S50°57'31"W	250.98'
C14	270.81'	202.00'	76°48'46"	S50°57'31"W	250.98'
C15	270.81'	202.00'	76°48'46"	S50°57'31"W	250.98'
C16	270.81'	202.00'	76°48'46"	S50°57'31"W	250.98'
C17	270.81'	202.00'	76°48'46"	S50°57'31"W	250.98'
C18	270.81'	202.00'	76°48'46"	S50°57'31"W	250.98'
C19	18.50'	50.00'	21°12'06"	N80°02'03"W	18.40'
C20	31.97'	50.00'	36°38'22"	N51°06'48"W	31.43'

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Dist.
C61	31.90'	379.00'	4°49'18"	S42°17'30"W	31.89'
C62	87.43'	379.00'	13°13'05"	S51°18'42"W	87.24'
C63	7.36'	379.00'	1°06'47"	S58°28'38"W	7.36'
C64	47.67'	421.00'	6°29'16"	S55°47'23"W	47.64'
C65	60.05'	421.00'	8°10'21"	S48°27'35"W	60.00'
C66	53.85'	421.00'	7°19'42"	S40°42'33"W	53.81'
C67	17.28'	1021.00'	0°58'10"	S36°33'37"W	17.28'
C68	36.01'	1021.00'	2°01'14"	S35°03'55"W	36.01'
C69	7.73'	50.00'	8°51'12"	S29°37'42"W	7.72'
C70	47.47'	50.00'	54°23'45"	S1°59'47"E	45.71'
C71	34.90'	50.00'	39°59'44"	N11°06'46"W	34.20'
C72	56.87'	50.00'	65°09'55"	N1°28'20"E	53.85'
C73	123.85'	50.00'	141°55'15"	N79°50'44"E	94.53'
C74	4.97'	18.00'	15°49'47"	N41°58'12"E	4.96'
C75	24.24'	18.00'	77°09'37"	N88°27'54"E	22.45'
C76	22.75'	221.00'	5°53'57"	S55°54'16"E	22.74'
C77	41.64'	221.00'	10°47'42"	S64°15'05"E	41.58'
C78	66.92'	221.00'	17°20'59"	S78°19'25"E	66.67'
C79	16.04'	221.00'	4°09'30"	S89°04'39"E	16.04'
C80	29.33'	421.00'	3°59'31"	N86°50'51"E	29.33'

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Dist.
C121	51.35'	50.00'	58°50'45"	N55°51'33"W	49.13'
C122	42.10'	50.00'	48°14'15"	N1°40'24"E	40.86'
C123	45.58'	50.00'	52°13'42"	N0°19'19"W	44.02'
C124	14.77'	50.00'	16°55'40"	N30°54'33"W	14.72'
C125	6.12'	18.00'	19°28'16"	N49°06'32"W	6.09'
C126	6.12'	18.00'	19°28'16"	S29°38'15"E	6.09'
C127	43.97'	50.00'	50°23'03"	N88°29'11"W	42.57'
C128	20.88'	50.00'	23°55'16"	N51°20'02"W	20.72'
C129	53.65'	50.00'	61°28'38"	S70°06'43"E	51.11'
C130	75.47'	50.00'	86°29'08"	S61°17'45"E	68.51'
C131	3.22'	50.00'	3°41'17"	N77°18'20"E	3.22'
C132	41.61'	50.00'	47°41'03"	S5°47'21"W	40.42'
C133	6.12'	18.00'	19°28'16"	N52°18'28"W	6.09'
C134	8.53'	50.00'	9°46'33"	N47°27'36"W	8.52'
C135	43.73'	50.00'	50°06'50"	N77°24'18"W	42.35'
C136	40.70'	50.00'	46°38'30"	S7°33'34"W	39.59'
C137	70.50'	50.00'	80°47'16"	S56°09'19"E	64.80'
C138	9.76'	50.00'	11°11'19"	N77°51'24"E	9.75'
C139	58.43'	50.00'	66°57'20"	S74°15'36"E	55.16'
C140	100.99'	379.00'	15°16'02"	S78°45'35"W	100.69'

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Dist.
C21	29.47'	50.00'	33°46'32"	N15°54'21"W	29.05'
C22	56.87'	50.00'	65°09'55"	S58°03'08"E	53.85'
C23	23.31'	25.00'	53°26'01"	N62°38'54"E	22.48'
C24	11.51'	25.00'	26°22'15"	N22°44'45"E	11.41'
C25	48.76'	202.00'	13°49'52"	N16°28'34"E	48.64'
C26	63.84'	202.00'	18°06'28"	N32°26'44"E	63.57'
C27	63.87'	202.00'	18°06'56"	N50°33'26"E	63.60'
C28	63.87'	202.00'	18°07'00"	N68°40'24"E	63.61'
C29	63.85'	202.00'	18°06'39"	N86°47'14"E	63.59'
C30	23.66'	202.00'	6°42'35"	S80°48'09"E	23.64'
C31	13.84'	25.00'	31°43'33"	N86°41'22"E	13.67'
C32	25.43'	25.00'	58°16'27"	N41°41'22"E	24.35'
C33	43.25'	25.00'	99°07'47"	N47°04'36"W	38.06'
C34	46.00'	25.00'	105°25'14"	N73°36'12"E	39.78'
C35	34.56'	379.00'	5°13'30"	S35°50'38"W	34.55'
C36	39.27'	25.00'	90°00'00"	S11°46'07"E	35.36'
C37	28.98'	25.00'	66°24'50"	N89°58'32"W	27.38'
C38	6.01'	25.00'	13°47'03"	S49°55'31"W	6.00'
C39	56.35'	421.00'	7°40'06"	S46°52'02"W	56.30'
C40	33.02'	421.00'	4°29'40"	S52°56'55"W	33.02'

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Dist.
C81	60.66'	421.00'	8°15'20"	N80°43'26"E	60.61'
C82	37.83'	421.00'	5°08'54"	N74°01'19"E	37.82'
C83	58.60'	421.00'	7°58'30"	N67°27'37"E	58.55'
C84	56.89'	421.00'	7°44'31"	N59°36'06"E	56.84'
C85	58.29'	421.00'	7°55'58"	N51°45'51"E	58.24'
C86	40.16'	721.00'	3°11'29"	N45°49'55"E	40.16'
C87	59.47'	721.00'	4°43'34"	N41°52'24"E	59.46'
C88	12.76'	721.00'	1°00'51"	N39°00'11"E	12.76'
C89	35.77'	479.00'	4°16'43"	N40°38'07"E	35.76'
C90	65.64'	479.00'	7°51'08"	N46°42'03"E	65.59'
C91	17.04'	471.00'	2°04'24"	N49°35'25"E	17.04'
C92	4.03'	18.00'	12°50'23"	N30°37'31"E	4.03'
C93	86.31'	379.00'	13°02'51"	N43°34'08"E	86.12'
C94	59.14'	379.00'	8°56'28"	N54°33'47"E	59.08'
C95	66.82'	421.00'	9°05'35"	N53°05'01"E	66.74'
C96	63.60'	421.00'	8°39'23"	N44°12'32"E	63.54'
C97	46.20'	229.00'	11°33'35"	N45°39'38"E	46.12'
C98	77.38'	229.00'	19°21'33"	N61°07'13"E	77.01'
C99	2.86'	229.00'	0°42'58"	N71°09'28"E	2.86'
C100	16.45'	241.00'	3°54'36"	N69°33'39"E	16.44'

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Dist.
C141	16.21'	379.00'	2°27'01"	S87°37'06"W	16.21'
C142	44.20'	179.00'	14°08'53"	N84°04'57"W	44.09'
C143	147.62'	50.00'	169°09'41"	S18°46'47"W	99.55'
C144	56.87'	50.00'	65°09'55"	S33°13'06"E	53.85'
C145	25.01'	429.00'	3°20'27"	S10°02'06"W	25.01'
C146	283.24'	429.00'	37°49'41"	S21°37'10"W	278.12'
C147	30.74'	18.00'	97°50'42"	S89°27'22"W	27.14'
C148	44.92'	599.00'	4°17'47"	N39°28'24"W	44.91'
C149	88.04'	599.00'	8°25'15"	N33°06'53"W	87.96'
C150	41.85'	599.00'	4°00'09"	N26°54'11"W	41.84'
C151	35.97'	641.00'	3°12'55"	N26°30'33"W	35.97'
C152	99.33'	641.00'	8°52'44"	N32°33'22"W	99.23'
C153	134.00'	50.00'	153°32'55"	N77°45'22"E	97.35'
C154	25.36'	18.00'	80°42'53"	N32°14'42"E	23.31'
C155	1.85'	18.00'	5°53'33"	N46°39'55"E	1.85'
C156	63.18'	641.00'	5°38'49"	N46°47'17"E	63.15'
C157	65.03'	641.00'	5°48'45"	N41°03'30"E	65.00'
C158	65.47'	641.00'	5°51'07"	N35°13'34"E	65.44'
C159	67.34'	641.00'	6°01'08"	N29°17'27"E	67.30'
C160	107.39'	379.00'	16°14'07"	S46°34'27"W	107.03'

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Dist.
C41	49.49'	595.68'	4°45'36"	S52°52'18"W	49.47'
C42	10.31'	421.00'	1°24'12"	S58°19'55"W	10.31'
C43	106.15'	595.68'	10°12'38"	S45°23'11"W	106.01'
C44	51.12'	595.68'	4°55'02"	S37°49'21"W	51.11'
C45	60.93'	50.00'	69°49'08"	S0°30'37"W	57.23'
C46	5.69'	50.00'	6°31'16"	S31°08'18"E	5.69'
C47	47.27'	50.00'	54°09'52"	S0°47'44"E	45.53'
C48	41.47'	50.00'	47°31'17"	S50°02'51"W	40.29'
C49	30.75'	50.00'	35°14'17"	N88°34'22"W	30.27'
C50	40.07'	50.00'	45°54'59"	N47°59'44"W	39.01'
C51	44.78'	50.00'	51°19'08"	N0°37'19"E	43.30'
C52	29.49'	199.00'	8°29'25"	S37°28'35"W	29.46'
C53	88.48'	199.00'	25°28'28"	S54°27'32"W	87.75'
C54	15.00'	199.00'	4°19'11"	S69°21'21"W	15.00'
C55	28.27'	271.00'	5°58'38"	S68°31'38"W	28.26'
C56	60.12'	271.00'	12°42'41"	S59°10'58"W	60.00'
C57	46.83'	25.00'	107°18'55"	S36°58'38"E	40.27'
C58	60.12'	271.00'	12°42'41"	S46°28'17"W	60.00'
C59	42.72'	25.00'	97°53'53"	N28°29'55"W	37.71'
C60	1.11'	271.00'	0°14'05"	S39°59'53"W	1.11'

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Dist.
C101	60.16'	241.00'	141°8'06"	N60°27'18"E	60.00'
C102	65.17'	241.00'	152°9'36"	N45°33'27"E	64.93'
C103	19.26'	241.00'	4°34'46"	N35°31'14"E	19.26'
C104	3.33'	379.00'	0°30'15"	N54°56'38"E	3.33'
C105	10.01'	471.00'	13°10'04"	N47°56'41"E	10.01'
C106	65.06'	471.00'	7°54'51"	N43°22'14"E	65.01'
C107	65.05'	471.00'	7°54'48"	N35°27'54"E	65.00'
C108	65.05'	471.00'	7°54'48"	N27°33'06"E	65.00'
C109	65.05'	471.00'	7°54'48"	N19°38'18"E	65.00'
C110	60.04'	471.00'	7°18'14"	N12°01'47"E	60.00'
C111	59.19'	471.00'	7°12'01"	N4°46'40"E	59.15'
C112	14.90'	471.00'	1°48'47"	N0°16'15"E	14.90'
C113	30.66'	50.00'	35°07'41"	N18°11'58"W	30.18'
C114	35.67'	50.00'	4°05'23"	N56°12'05"W	34.92'
C115	58.22'	641.00'	5°12'13"	S39°18'25"E	58.20'
C116	6.91'	18.00'	22°00'24"	S30°54'19"E	6.87'
C117	61.80'	641.00'	5°31'25"	S33°56'36"E	61.77'
C118	62.32'	641.00'	5°34'14"	S28°23'46"E	62.30'
C119	7.94'	641.00'	0°42'34"	S25°15'23"E	7.94'
C120	64.97'	599.00'	6°12'51"	S28°00'31"E	64.93'

EHS LINE TABLE		
Line #	Length	Direction
EHS1	62.53'	S73°55'26"W
EHS2	4.72'	S48°38'24"W
EHS3	12.63'	S38°23'37"W
EHS4	9.49'	S21°41'06"W
EHS5	25.25'	S20°01'48"W
EHS6	19.53'	S62°54'31"W
EHS7	13.29'	S54°57'55"W
EHS8	14.21'	S35°25'49"W
EHS9	15.63'	S51°11'52"W
EHS10	26.28'	S69°02'26"W
EHS11	29.58'	S73°54'04"W
EHS12	20.75'	S61°44'05"W
EHS13	14.20'	S49°39'43"W
EHS14	27.44'	S51°35'47"W
EHS15	40.86'	S64°14'59"W
EHS16	25.01'	S74°53'00"W
EHS17	11.17'	S80°26'32"W
EHS18	21.33'	S33°50'23"W
EHS19	24.10'	S59°54'46"W
EHS20	21.94'	S78°55'42"W
EHS21	28.37'	S59°48'46"W
EHS22	13.74'	S57°47'12"W
EHS23	11.59'	S86°17'36"W
EHS24	13.62'	N67°38'47"W
EHS25	15.95'	N51°21'35"W
EHS26	19.69'	N37°22'57"W
EHS27	14.11'	N36°34'54"W
EHS28	14.65'	N49°03'18"W
EHS29	27.93'	N61°21'46"W
EHS30	12.31'	S71°19'16"W
EHS31	10.64'	S47°58'33"W
EHS32	27.34'	S39°14'49"W
EHS33	46.59'	S54°25'24"W
EHS34	60.90'	S63°24'22"W
EHS35	11.43'	S52°21'41"W
EHS36	11.50'	S38°22'29"W
EHS37	18.46'	S31°44'44"W
EHS38	26.91'	S35°37'03"W
EHS39	31.33'	S49°07'35"W
EHS40	17.77'	S48°02'59"W
EHS41	17.04'	S43°31'11"W
EHS42	15.01'	S31°49'39"W
EHS43	15.30'	S61°27'28"W
EHS44	13.40'	S59°06'39"W
EHS45	15.70'	S51°11'13"W
EHS46	16.11'	S48°42'36"W
EHS47	21.18'	S44°13'05"W
EHS48	30.89'	S52°26'51"W
EHS49	35.85'	S86°55'50"W
EHS50	11.36'	N51°24'54"W
EHS51	27.96'	N03°42'09"E
EHS52	16.93'	N51°21'00"W
EHS53	28.67'	S76°31'27"W
EHS54	18.64'	S73°45'34"W
EHS55	18.04'	S66°45'05"W
EHS56	30.35'	S78°33'02"W
EHS57	11.61'	S74°13'50"W
EHS58	11.46'	S58°19'31"W

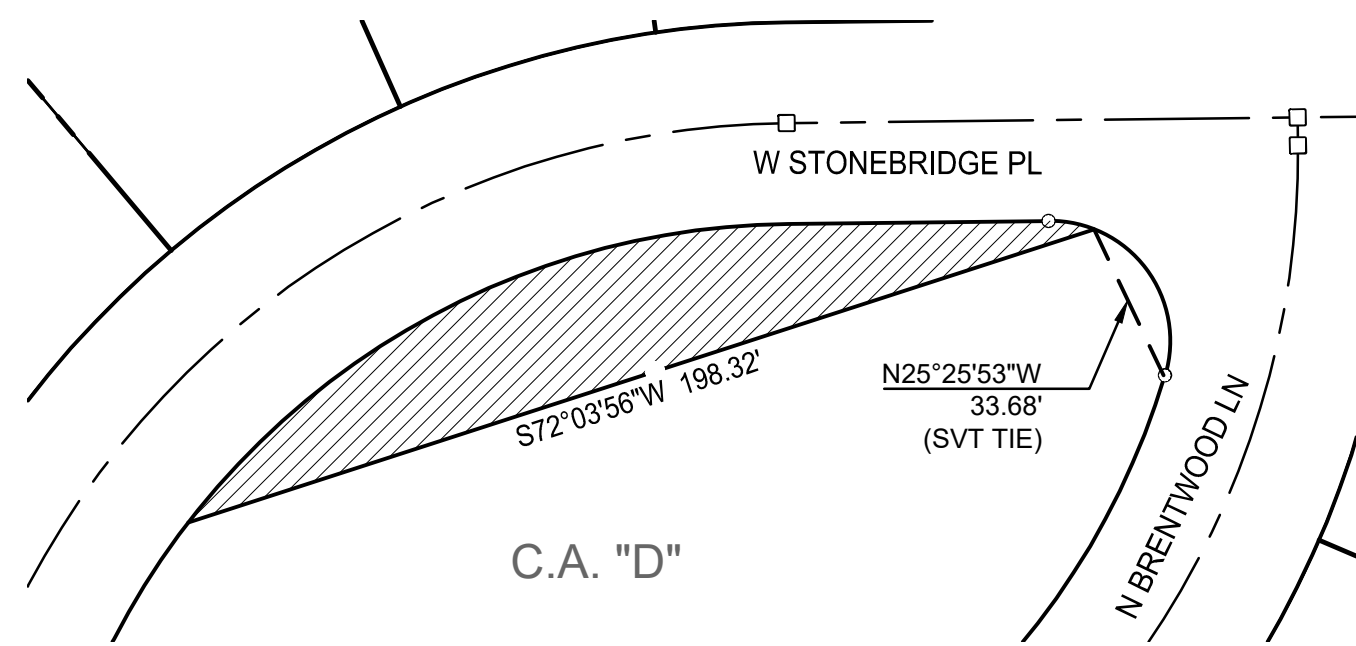
EHS LINE TABLE		
Line #	Length	Direction
EHS59	16.87'	S40°30'26"W
EHS60	48.33'	S38°34'55"W
EHS61	9.71'	S41°27'43"W
EHS62	10.19'	S28°59'20"W
EHS63	31.73'	S33°14'51"W
EHS64	25.04'	S42°05'20"W
EHS65	35.26'	S42°45'37"W
EHS66	33.90'	S38°07'50"W
EHS67	11.67'	S15°33'26"E
EHS68	14.11'	S29°26'34"W
EHS69	105.78'	S55°11'45"W
EHS70	126.14'	S53°42'57"W
EHS71	5.31'	N79°16'23"E
EHS72	53.53'	N83°37'18"E
EHS73	9.29'	S79°05'00"E
EHS74	16.96'	S87°04'55"E
EHS75	18.43'	N80°05'20"E
EHS76	16.61'	N69°00'36"E
EHS77	30.20'	N56°43'22"E
EHS78	25.32'	N71°07'38"E
EHS79	24.85'	N77°11'54"E
EHS80	18.10'	N75°32'06"E
EHS81	23.62'	N68°02'14"E
EHS82	14.44'	N60°27'08"E
EHS83	18.99'	N55°49'25"E
EHS84	15.31'	N48°02'45"E
EHS85	17.04'	N45°00'45"E
EHS86	17.30'	N35°15'45"E
EHS87	31.72'	N33°05'51"E
EHS88	12.71'	N43°20'08"E
EHS89	39.98'	N54°38'55"E
EHS90	18.93'	N58°27'42"E
EHS91	26.45'	N51°31'13"E
EHS92	30.80'	N38°41'30"E
EHS93	32.17'	N37°32'25"E
EHS94	29.81'	N44°32'27"E
EHS95	23.50'	N51°41'31"E
EHS96	20.94'	N64°19'32"E
EHS97	12.07'	N56°27'13"E
EHS98	11.10'	N49°42'14"E
EHS99	12.37'	N40°53'44"E
EHS100	21.45'	N36°31'20"E
EHS101	22.42'	N32°49'42"E
EHS102	36.96'	N68°26'42"E
EHS103	22.12'	N61°58'39"E
EHS104	96.44'	N64°22'34"E
EHS105	38.73'	N72°48'07"E
EHS106	27.75'	N86°54'30"E
EHS107	35.49'	S79°06'48"E
EHS108	17.40'	S86°21'29"E
EHS109	37.49'	N81°24'14"E
EHS110	60.00'	N71°30'57"E
EHS111	63.79'	N61°35'24"E
EHS112	60.67'	N33°53'37"E
EHS113	65.00'	N33°53'37"E
EHS114	21.02'	S56°46'07"E
EHS116	15.56'	N45°19'24"E
EHS117	9.99'	N52°21'51"E

EHS LINE TABLE		
Line #	Length	Direction
EHS118	36.33'	N53°27'35"E
EHS119	37.49'	N51°34'52"E
EHS120	41.46'	N42°25'03"E
EHS121	65.19'	N16°34'57"E
EHS122	48.29'	N59°02'01"E
EHS123	60.00'	N69°02'01"E
EHS124	31.21'	N63°32'56"E
EHS125	36.01'	N63°22'26"E
EHS126	45.88'	N67°33'07"E
EHS127	54.87'	N66°56'33"E
EHS128	27.92'	S60°13'11"W
EHS129	18.94'	S48°52'05"W
EHS130	14.38'	S40°59'23"W
EHS131	34.25'	S57°34'19"W
EHS132	67.76'	S59°32'08"W
EHS133	46.84'	S62°59'07"W
EHS134	43.38'	S62°38'11"W
EHS135	58.14'	S47°25'40"W
EHS136	27.40'	S08°00'36"E
EHS137	34.85'	N81°36'39"W
EHS138	122.51'	S47°25'29"W
EHS139	13.26'	S42°50'44"W
EHS140	3.83'	S54°15'20"W
EHS141	3.96'	S55°12'58"W
EHS142	11.07'	S57°15'13"W
EHS143	23.19'	S58°59'21"W
EHS144	19.21'	S64°05'43"W
EHS145	24.52'	S75°46'54"W
EHS146	25.87'	S82°06'18"W
EHS147	72.42'	S74°02'03"W
EHS148	31.58'	S44°27'22"W
EHS149	10.58'	S47°58'53"W
EHS150	19.61'	S58°18'53"W
EHS151	15.07'	S76°49'17"W
EHS152	70.99'	S01°28'00"W
EHS153	21.70'	S06°26'38"W
EHS154	19.76'	S19°41'38"W
EHS155	15.26'	S22°37'44"W
EHS156	18.94'	S34°33'57"W
EHS157	14.82'	S46°42'44"W
EHS158	13.02'	S56°32'02"W
EHS159	10.82'	S58°38'15"W
EHS160	28.46'	S14°47'13"W
EHS161	21.16'	S04°37'30"W
EHS162	15.00'	S53°50'30"W
EHS163	13.54'	S36°29'00"W
EHS164	16.64'	S30°01'54"W
EHS165	10.05'	S13°24'51"W
EHS166	18.78'	S07°40'02"W
EHS167	13.40'	S00°11'53"W
EHS168	28.27'	S36°33'09"W
EHS169	33.49'	S33°38'21"W
EHS170	14.68'	S21°53'35"W
EHS171	28.83'	S42°21'23"W
EHS172	30.42'	S33°26'10"W
EHS173	34.03'	S44°45'34"W
EHS174	19.29'	S55°14'26"W
EHS175	23.87'	S81°20'08"W

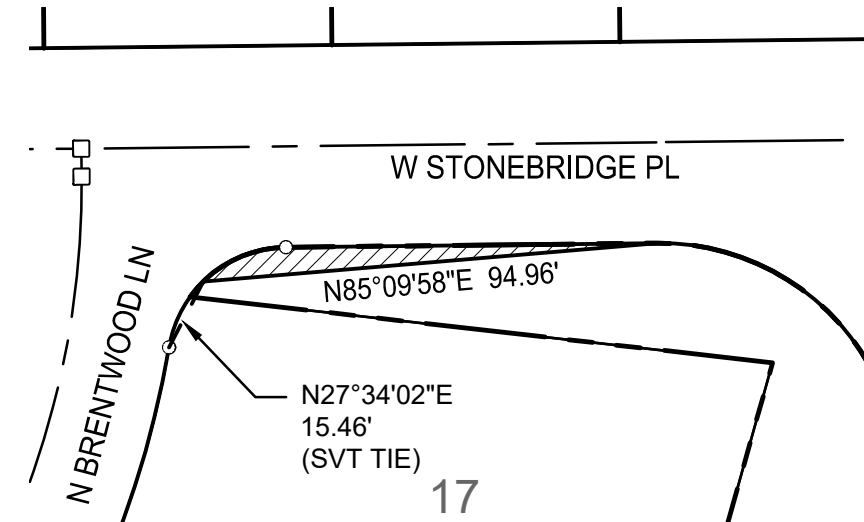
EHS LINE TABLE		
Line #	Length	Direction
EHS176	24.36'	S89°11'12"W
EHS177	9.80'	S84°56'24"W
EHS178	12.94'	S71°28'46"W
EHS179	17.85'	S57°57'31"W
EHS180	14.40'	S33°54'19"W
EHS181	16.92'	S07°52'45"W
EHS182	19.58'	S06°48'21"E
EHS183	62.82'	S66°55'49"W
EHS184	31.10'	S63°42'02"W
EHS185	19.57'	S48°30'30"W
EHS186	20.80'	S39°46'20"W
EHS187	22.64'	S24°53'44"W
EHS188	16.28'	S11°15'50"W
EHS189	33.08'	S08°41'01"W
EHS190	63.41'	S51°44'43"W
EHS191	17.37'	S43°44'55"W
EHS192	28.54'	S38°50'47"W
EHS193	35.92'	S36°27'57"W
EHS194	33.86'	S46°40'38"W
EHS195	33.84'	S38°36'49"W
EHS196	33.22'	S46°03'24"W
EHS197	33.22'	S38°28'52"W
EHS198	27.59'	S53°38'54"W
EHS199	27.20'	S65°26'29"W
EHS200	30.20'	S80°34'36"W
EHS201	16.05'	N12°14'19"W
EHS202	25.89'	N29°04'14"W
EHS203	43.54'	S65°01'04"W
EHS204	17.85'	S65°36'21"W
EHS205	11.38'	S46°43'57"W
EHS206	38.14'	S42°11'10"W
EHS207	43.56'	S32°09'23"W
EHS208	34.36'	S29°04'42"W
EHS209	8.12'	S19°23'18"E
EHS210	11.65'	S11°34'33"E
EHS211	12.15'	S02°18'34"E
EHS212	12.58'	S08°50'19"W
EHS213	16.54'	S25°23'41"W
EHS214	17.93'	S50°38'32"W
EHS215	24.94'	S55°40'06"W
EHS216	13.77'	S35°18'01"E
EHS217	19.52'	S16°46'12"W
EHS218	11.72'	S43°50'12"W
EHS219	17.16'	S41°27'28"W
EHS220	16.46'	S11°32'22"W
EHS221	20.55'	S40°36'34"W
EHS222	15.36'	S69°01'14"W
EHS223	22.91'	S28°04'26"E
EHS224	25.91'	S41°10'54"W
EHS225	31.99'	S23°07'03"W
EHS226	35.97'	S17°49'18"W
EHS227	12.23'	S15°53'20"W
EHS228	14.24'	S35°09'28"W
EHS229	25.17'	S44°42'08"W
EHS230	31.21'	S19°20'05"W
EHS231	19.58'	S24°38'47"W
EHS232	15.56'	S26°57'42"W
EHS233	6.87'	S35°39'23"W

EHS LINE TABLE		
Line #	Length	Direction
EHS234	10.26'	S40°26'20"W
EHS235	60.12'	S45°39'03"W
EHS236	26.02'	S39°35'39"W
EHS237	15.06'	S50°49'29"W
EHS238	15.09'	S55°42'55"W
EHS239	12.26'	S67°09'44"W
EHS240	85.38'	S56°13'37"W
EHS241	13.76'	S17°49'45"W
EHS242	21.41'	S19°20'45"W
EHS243	20.80'	S33°01'00"W
EHS244	98.77'	S34°36'09"W
EHS245	25.64'	S32°35'50"W
EHS246	50.27'	S33°52'56"W
EHS247	17.03'	S34°56'52"W
EHS248	22.51'	S43°37'40"W
EHS249	52.37'	S30°57'45"W
EHS250	8.51'	S38°40'13"W
EHS251	10.93'	S47°30'01"W
EHS252	10.37'	S50°43'18"W
EHS253	15.65'	S53°31'10"W
EHS254	26.65'	S69°46'21"W
EHS255	39.15'	S45°36'21"W
EHS256	42.78'	S24°07'02"W
EHS257	14.70'	S24°47'13"W
EHS258	10.58'	S42°36'42"W
EHS259	13.07'	S50°07'03"W
EHS260	5.54'	S41°16'20"W
EHS261	7.40'	S46°23'05"W
EHS262	7.46'	S52°01'37"W
EHS263	7.40'	S58°15'22"W
EHS264	10.00'	S52°26'26"W
EHS265	12.42'	S24°57'34"W
EHS266	23.40'	S73°23'53"W
EHS267	92.31'	S57°07'32"W
EHS268	90.69'	S43°42'07"W
EHS269	33.34'	S24°28'18"W
EHS270	19.88'	S67°59'36"W
EHS271	30.98'	S64°13'10"W
EHS272	17.17'	S45°31'21"W
EHS273	16.32'	S32°06'34"W
EHS274	15.44'	S55°05'58"W
EHS275	11.22'	S80°29'09"W
EHS276	12.26'	S66°24'37"W
EHS277	18.69'	S22°24'39"W
EHS278	8.26'	S37°18'27"E
EHS279	18.80'	S12°05'46"E
EHS280	16.19'	S30°01'33"W
EHS281	7.88'	S37°05'26"W
EHS282	12.92'	S39°21'03"W
EHS283	12.08'	S45°27'49"W
EHS284	16.29'	S75°14'41"W
EHS285	15.20'	N80°00'13"W
EHS286	10.29'	N62°44'48"W
EHS287	18.56'	S13°17'38"W

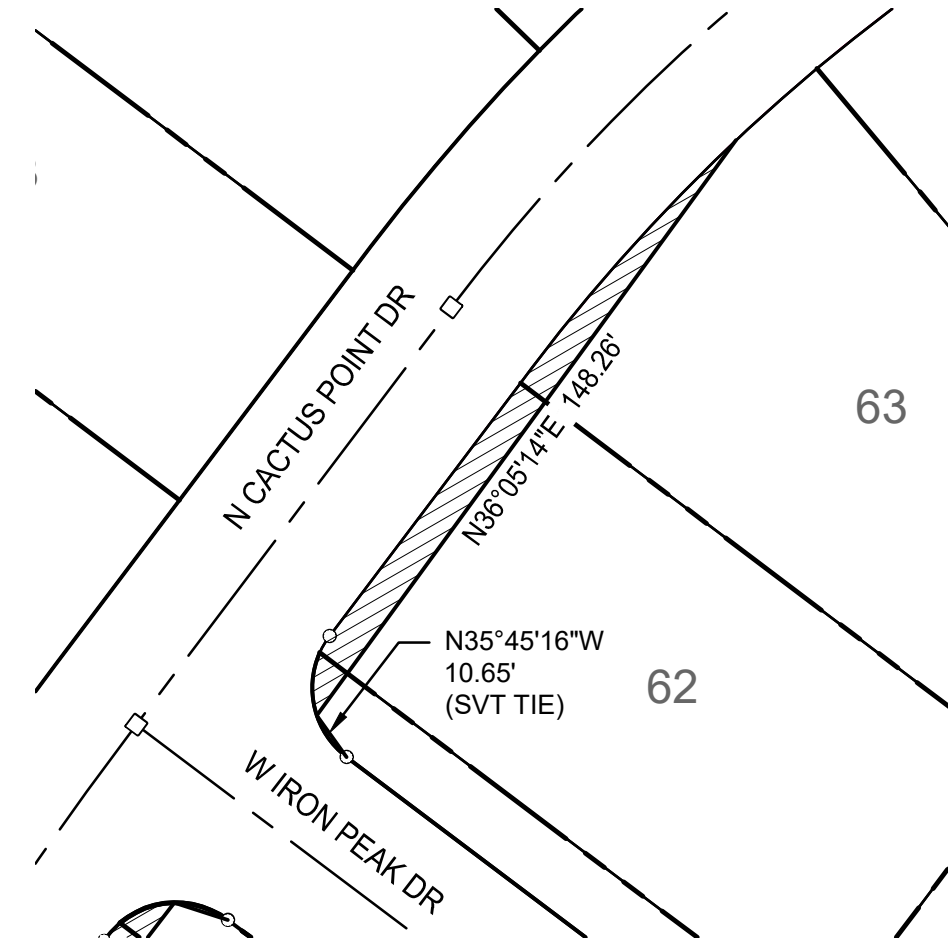
FP LINE TABLE		
Line #	Length	Direction
FP259	4.74'	S69°44'39"E
FP260	6.02'	N71°04'40"E
FP261	10.84'	N45°07'49"E
FP262	51.76'	N66°17'10"E
FP263	20.11'	N55°01'23"E
FP264	20.73'	N37°34'02"E
FP265	11.34'	N35°46'22"E
FP266	22.82'	N81°39'28"E
FP267	24.16'	N40°41'17"E
FP268	27.55'	N18°51'13"E
FP269	7.70'	N11°15'22"W
FP270	13.31'	N39°11'53"W
FP271	6.61'	N25°56'01"E
FP272	23.52'	N39°28'04"E
FP273	8.58'	S82°27'57"E
FP274	14.19'	S55°04'05"E
FP275	20.45'	N75°07'25"E
FP276	13.64'	N39°33'57"E
FP277	16.46'	N16°48'48"E
FP278	13.99'	N11°35'52"E
FP279	38.21'	S89°12'21"E
FP280	32.64'	N82°39'10"E
FP281	30.30'	N68°05'24"E
FP282	29.00'	N52°39'25"E
FP283	16.81'	N58°33'56"E
FP284	27.11'	N18°44'48"E
FP285	13.49'	N20°42'31"E
FP286	40.58'	N45°06'38"E
FP287	51.09'	N37°46'22"E
FP288	25.91'	N64°24'28"E
FP289	64.79'	N61°50'15"E
FP290	19.76'	N16°33'45"E
FP291	19.91'	N34°11'30"E
FP292	21.61'	N57°32'49"E
FP293	16.67'	N36°56'18"E
FP294	75.39'	N47°36'42"E
FP295	30.74'	N27°29'11"E
FP296	29.59'	N43°31'09"E
FP297	39.12'	N35°29'56"E
FP298	7.36'	N75°20'01"E
FP299	3.91'	S72°21'42"E
FP300	7.02'	S52°52'21"E
FP301	8.15'	N73°05'01"E
FP302	16.69'	N60°02'26"E
FP303	15.99'	N62°35'05"E
FP304	23.55'	N72°39'46"E
FP305	27.91'	N76°24'11"E
FP306	5.11'	N24°29'39"W
FP307	13.47'	N05°15'31"W
FP308	16.72'	N47°30'21"E
FP309	23.81'	N58°54'55"E
FP310	35.76'	N54°36'09"E
FP311	14.33'	N47°12'37"E
FP312	14.94'	N27°12'08"E
FP313	28.14'	N31°56'38"E
FP314	42.96'	N48°13'04"E
FP315	14.22'	N71°23'44"E
FP316	3.79'	N49°59'23"E



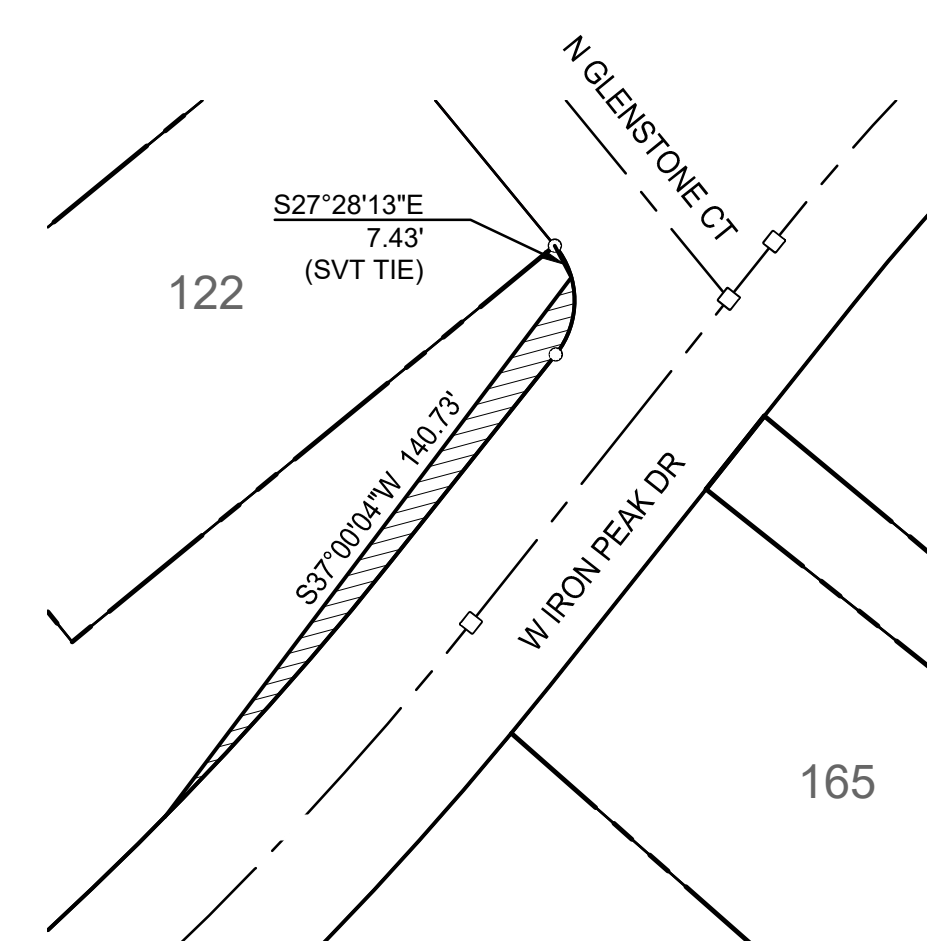
SITE VISIBILITY TRIANGLE DETAIL 1
SCALE: 1"=40'



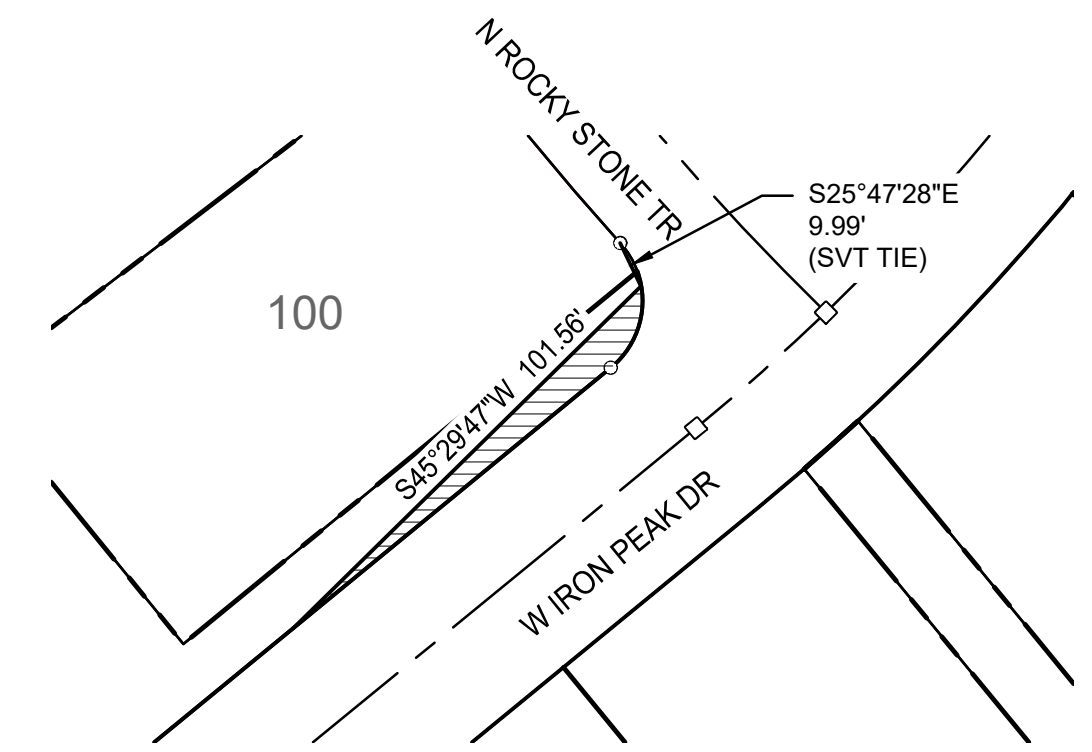
SITE VISIBILITY TRIANGLE DETAIL 3
SCALE: 1"=40'



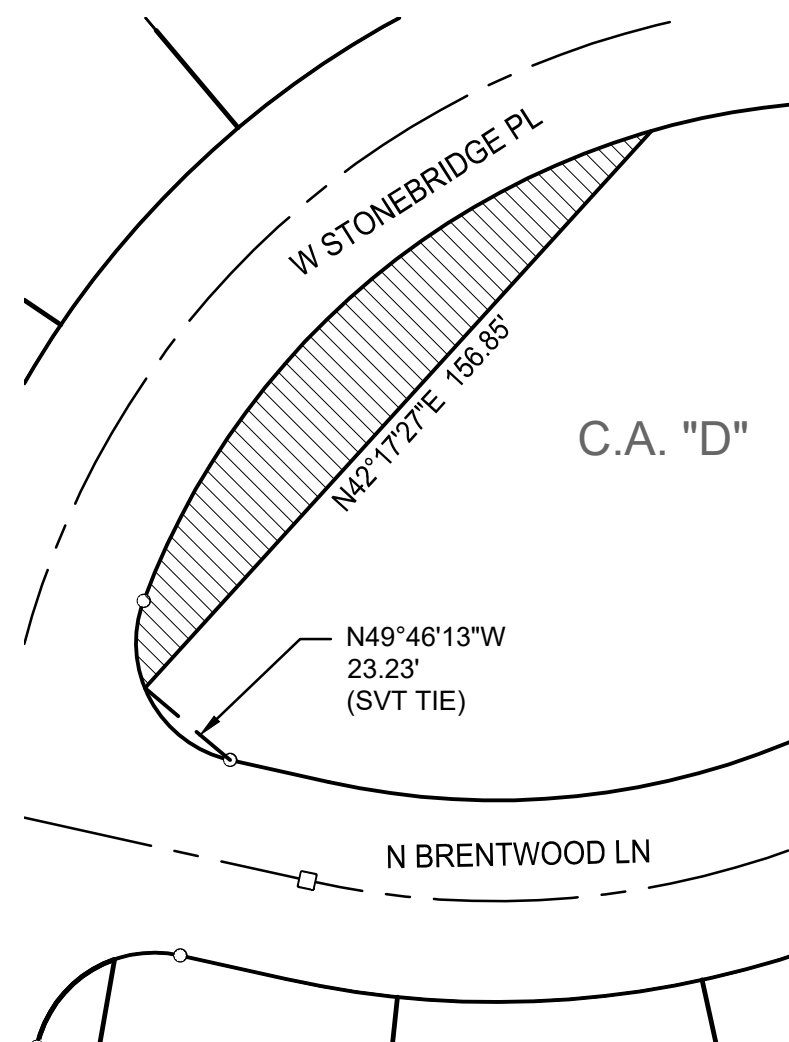
SITE VISIBILITY TRIANGLE DETAIL 7
SCALE: 1"=40'



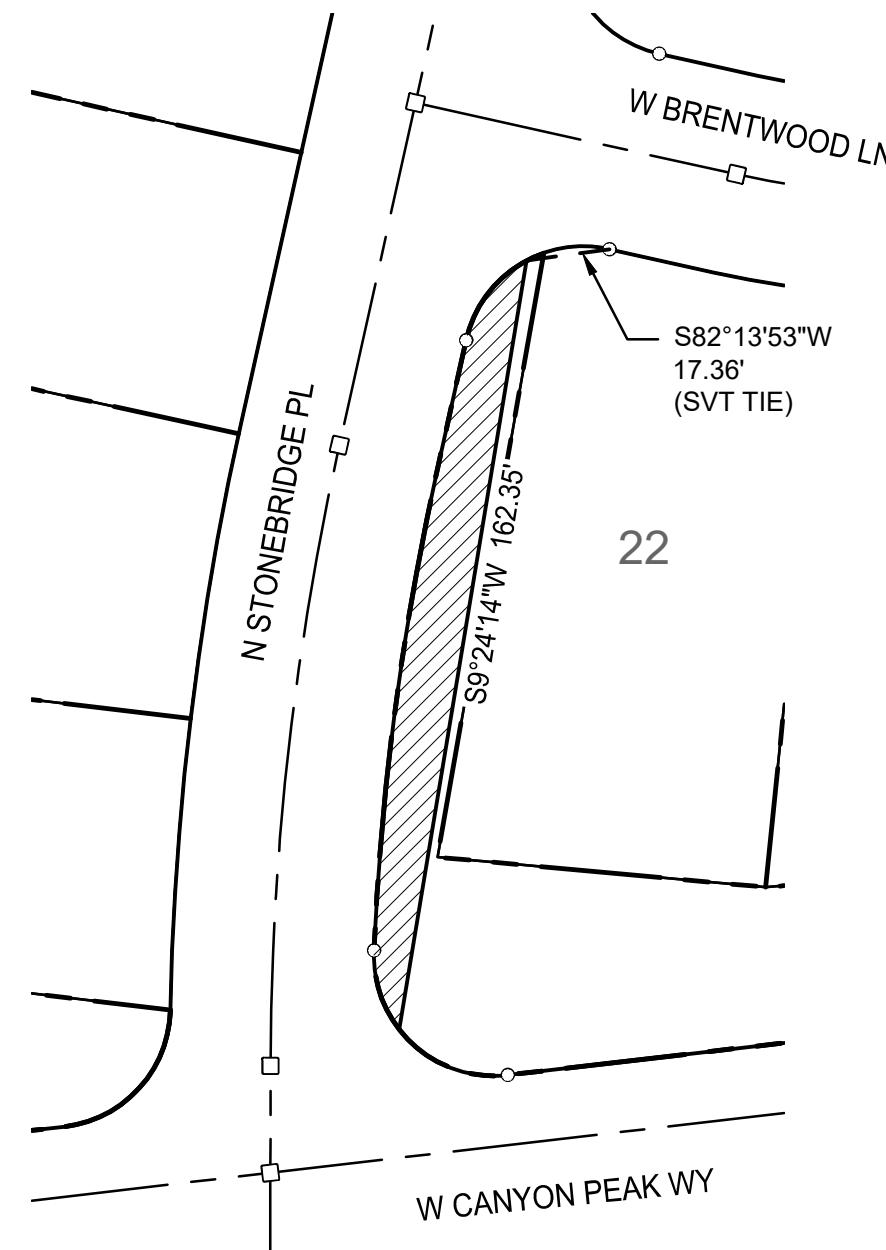
SITE VISIBILITY TRIANGLE DETAIL 11
SCALE: 1"=40'



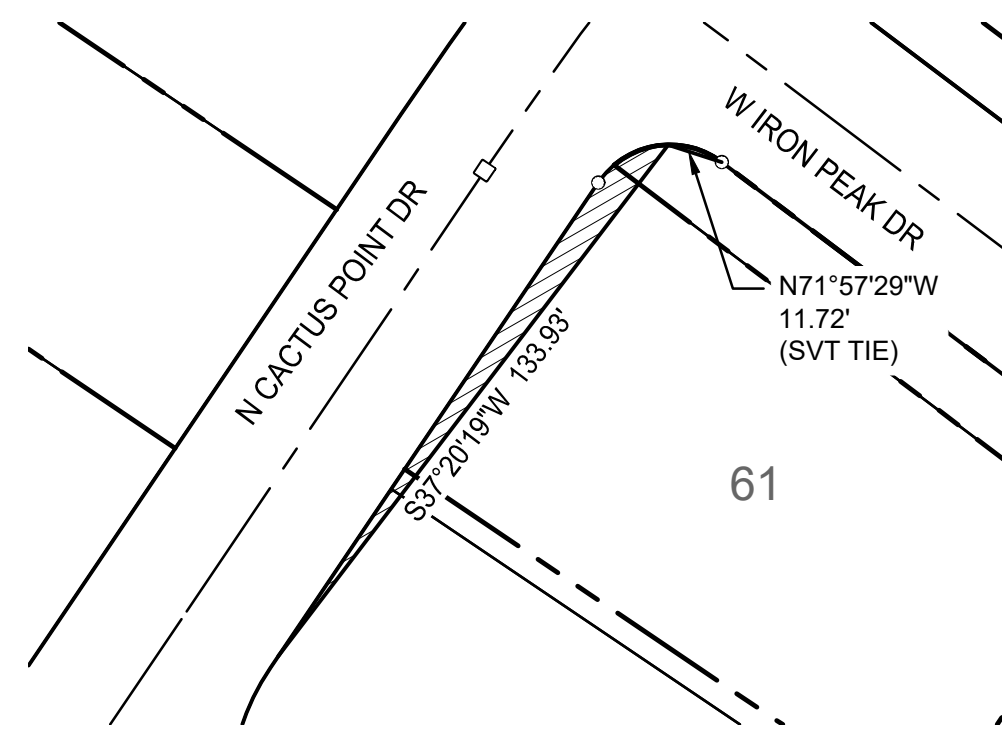
SITE VISIBILITY TRIANGLE DETAIL 15
SCALE: 1"=40'



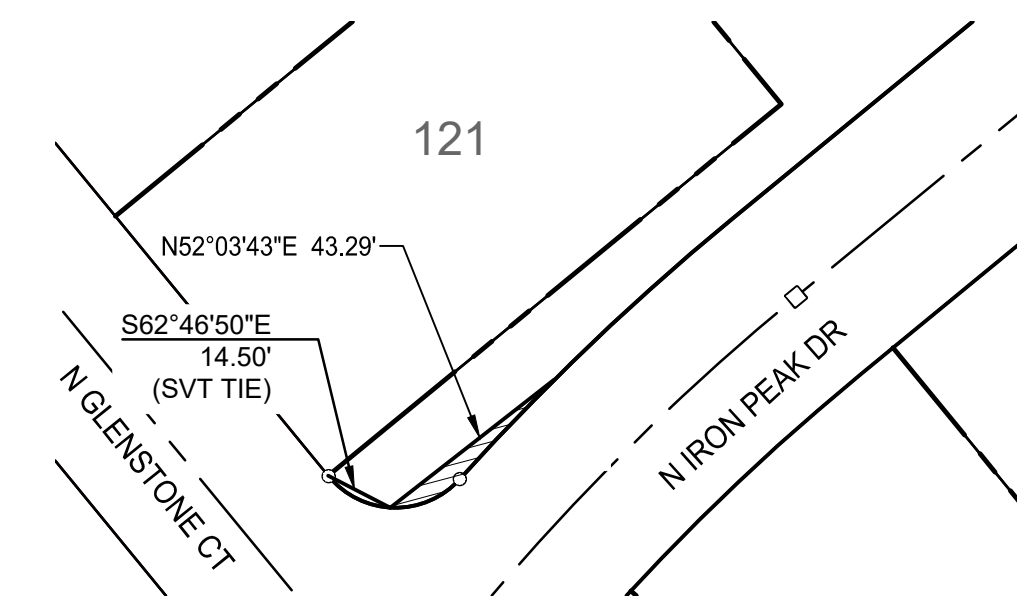
SITE VISIBILITY TRIANGLE DETAIL 2
SCALE: 1"=40'



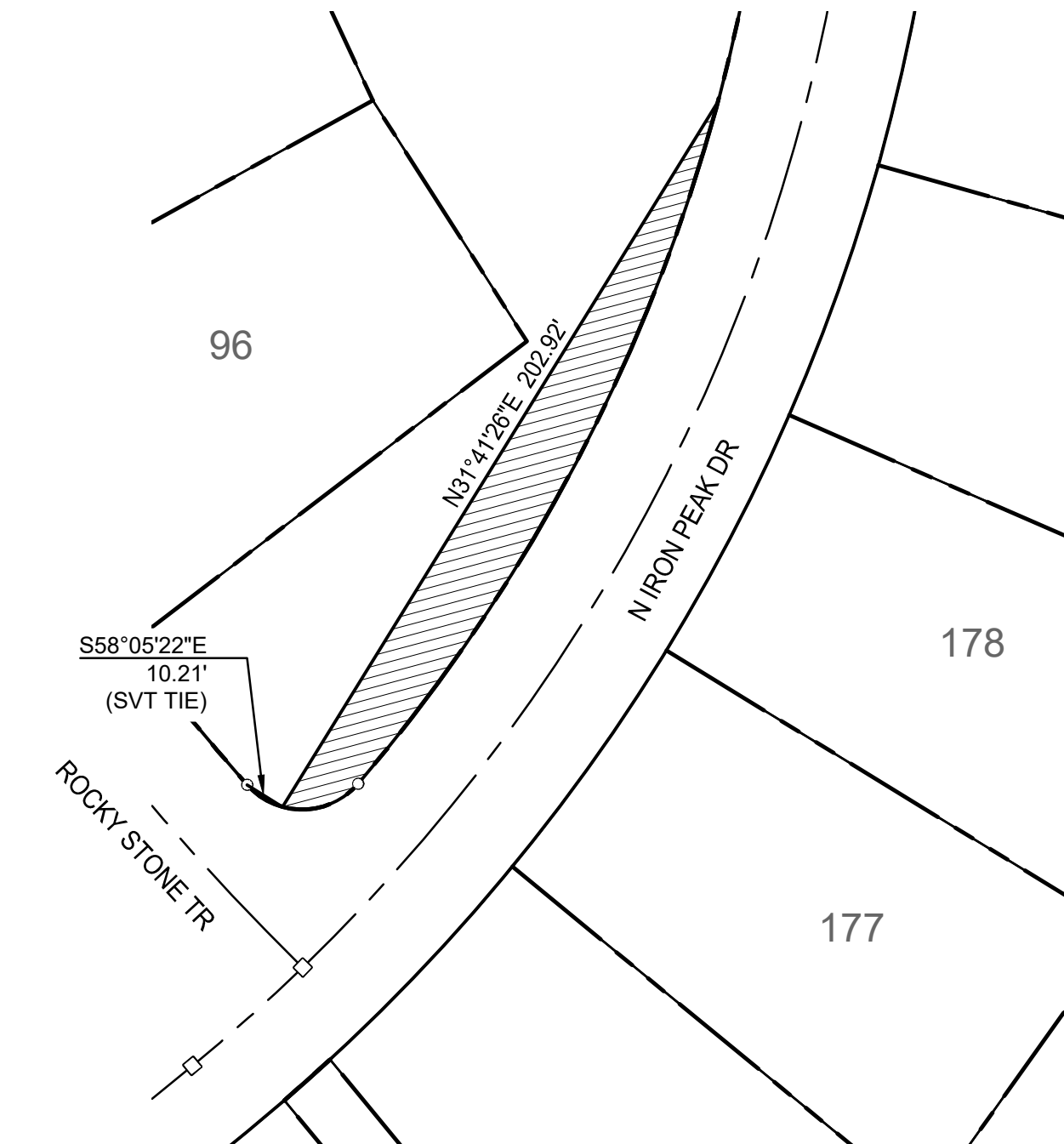
SITE VISIBILITY TRIANGLE DETAIL 4
SCALE: 1"=40'



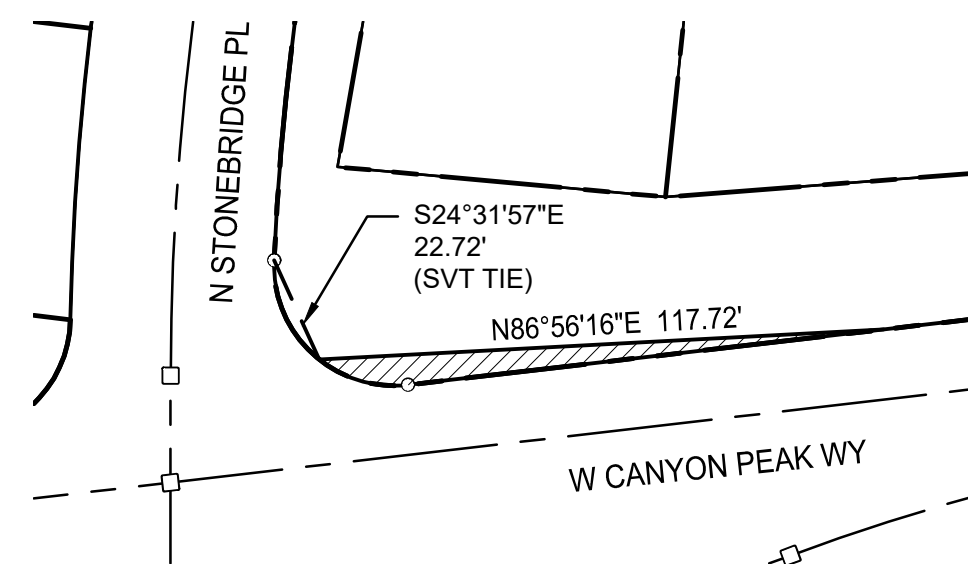
SITE VISIBILITY TRIANGLE DETAIL 8
SCALE: 1"=40'



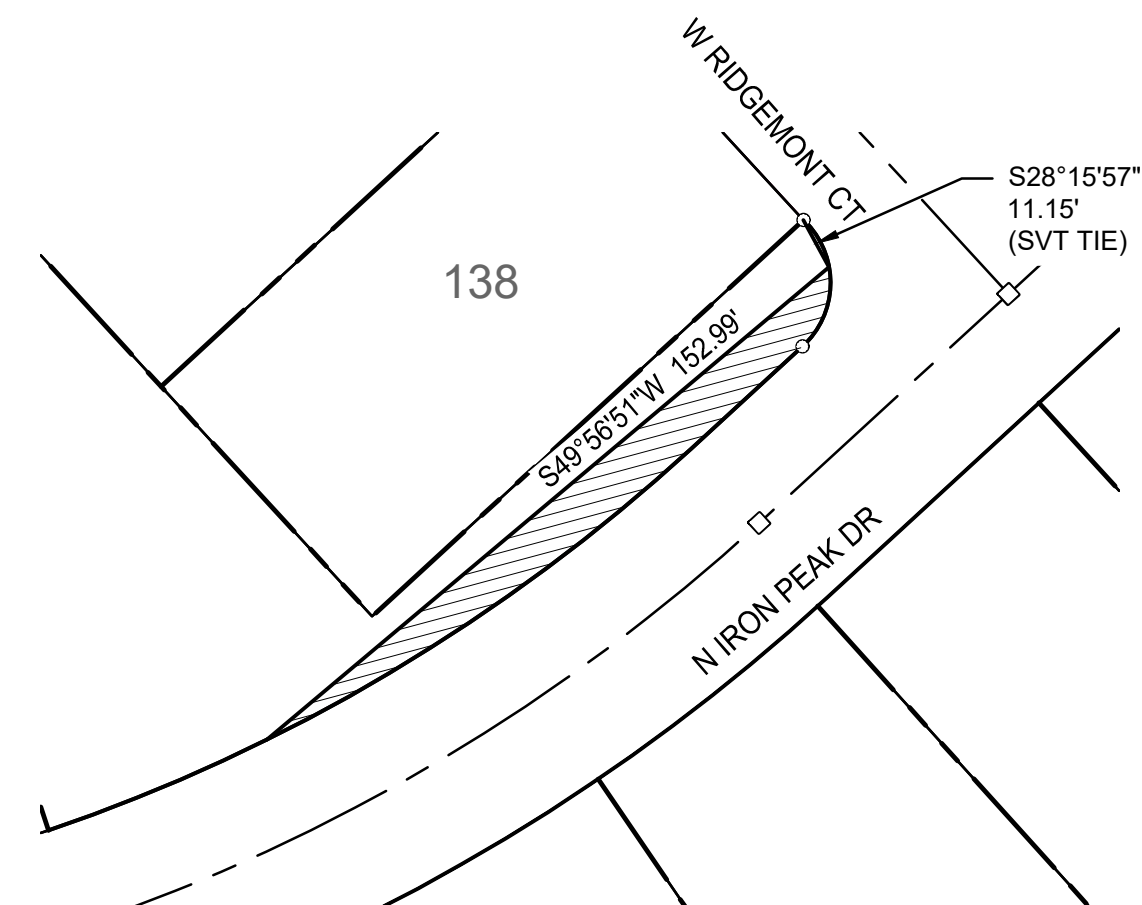
SITE VISIBILITY TRIANGLE DETAIL 12
SCALE: 1"=40'



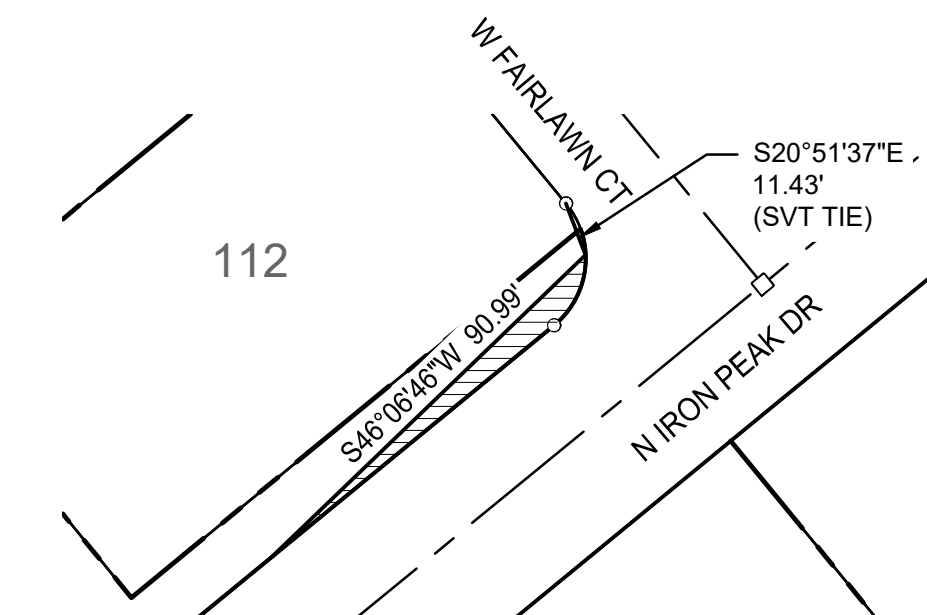
SITE VISIBILITY TRIANGLE DETAIL 16
SCALE: 1"=40'



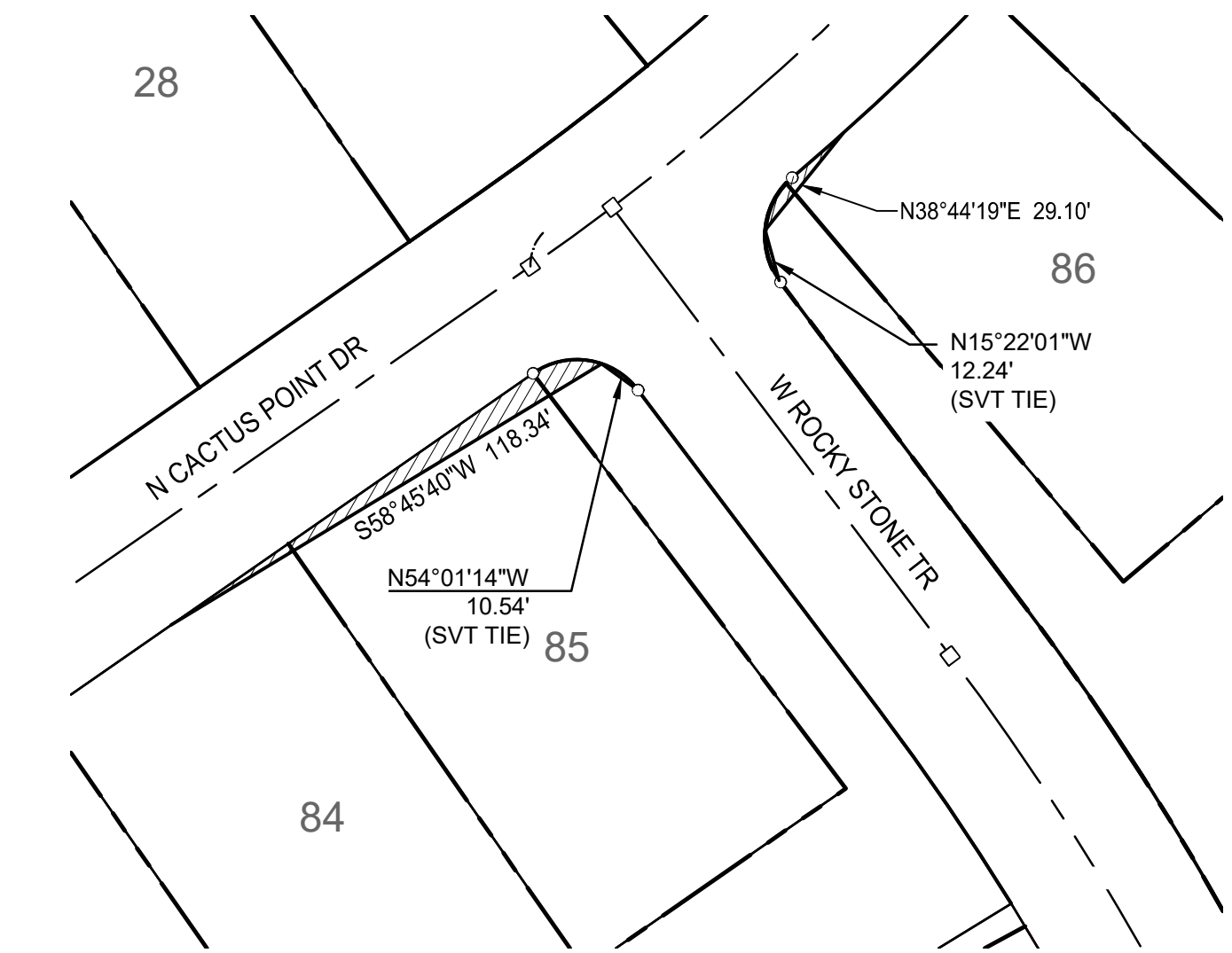
SITE VISIBILITY TRIANGLE DETAIL 5
SCALE: 1"=40'



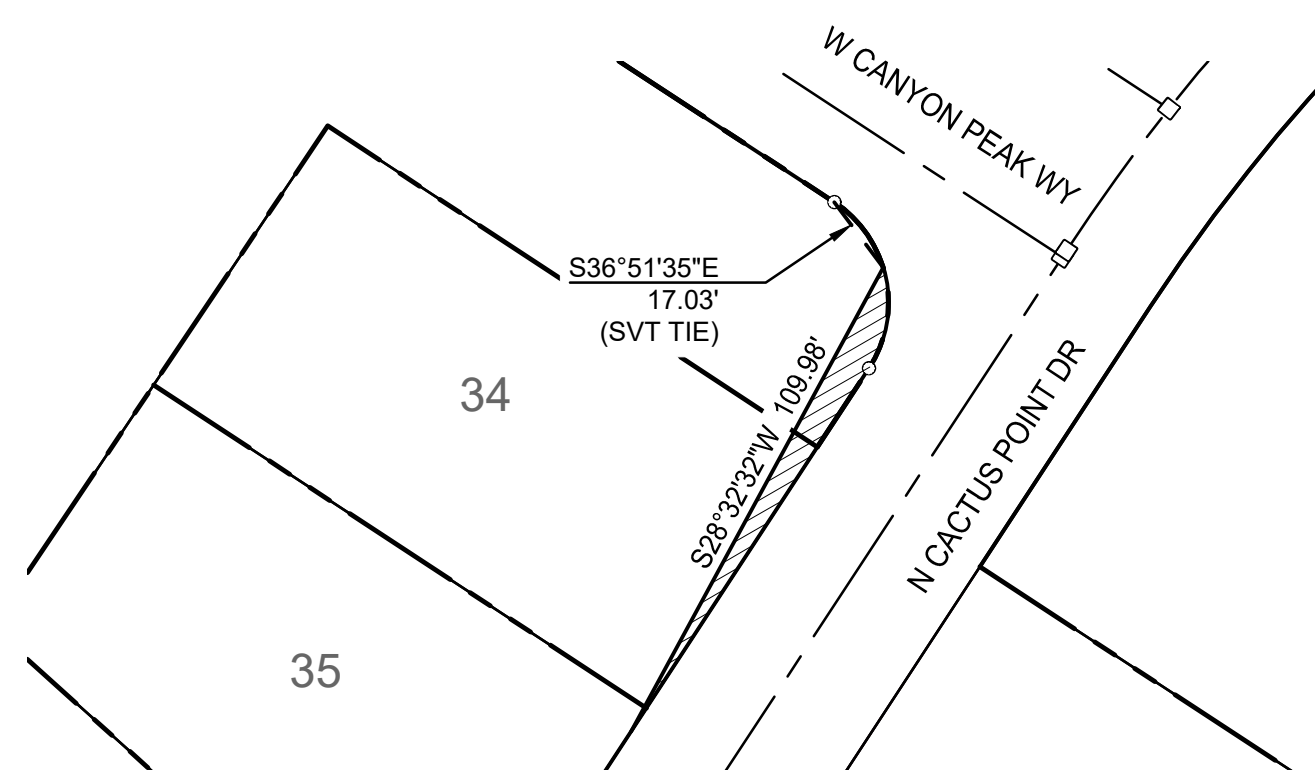
SITE VISIBILITY TRIANGLE DETAIL 9
SCALE: 1"=40'



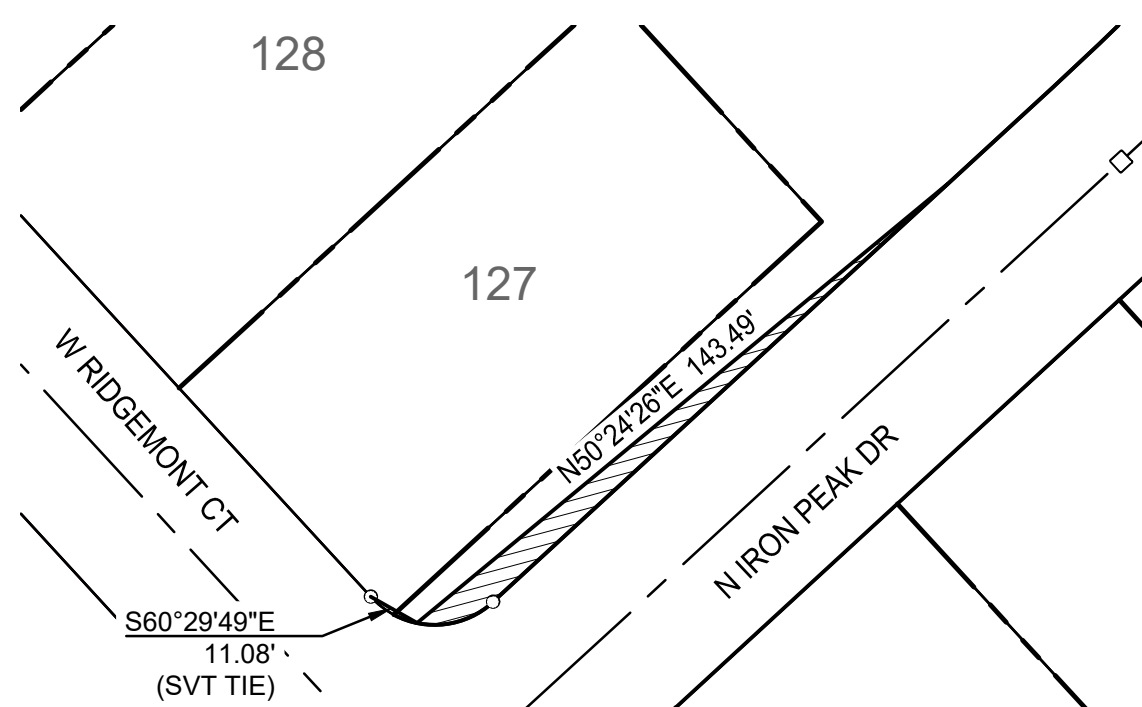
SITE VISIBILITY TRIANGLE DETAIL 13
SCALE: 1"=40'



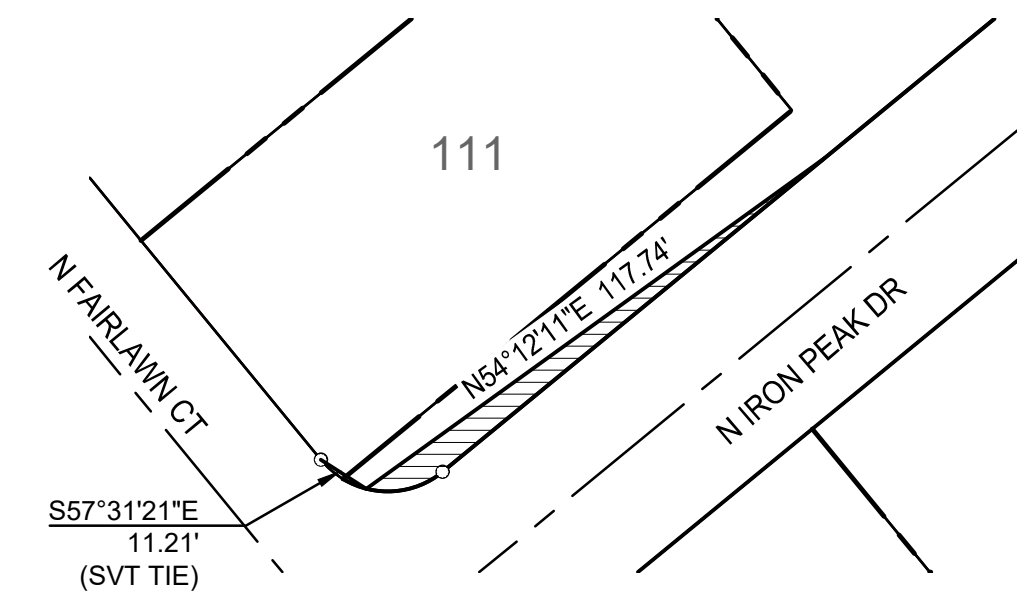
SITE VISIBILITY TRIANGLE DETAIL 17
SCALE: 1"=40'



SITE VISIBILITY TRIANGLE DETAIL 6
SCALE: 1"=40'



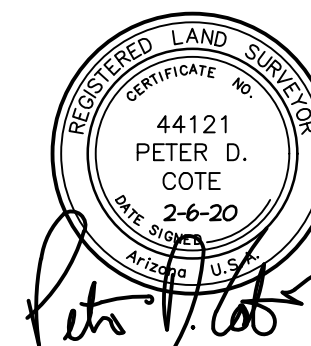
SITE VISIBILITY TRIANGLE DETAIL 10
SCALE: 1"=40'



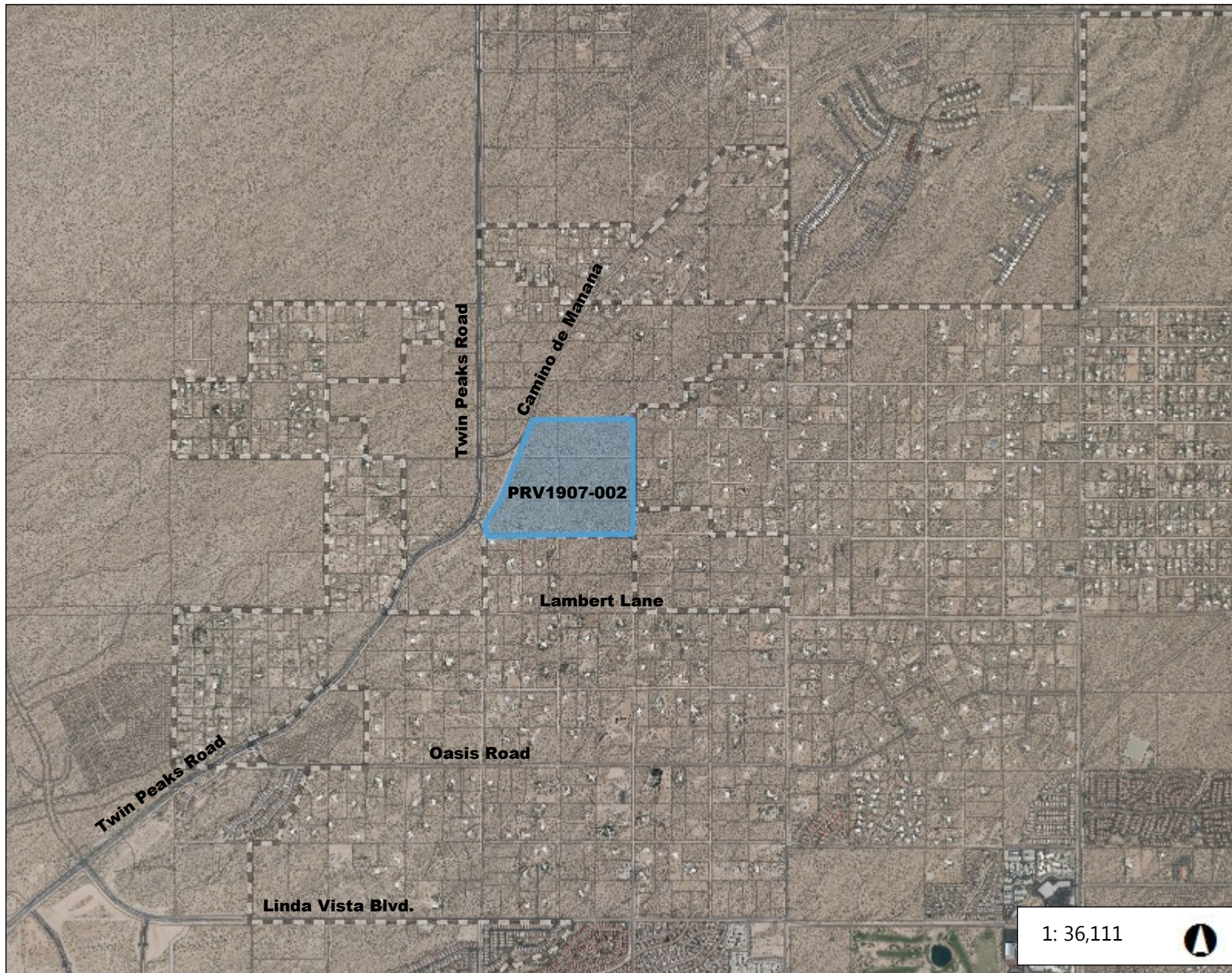
SITE VISIBILITY TRIANGLE DETAIL 14
SCALE: 1"=40'

The
WLB
Group

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



SITE VISIBILITY TRIANGLE DETAIL 17
SCALE: 1"=40'
FINAL PLAT
THE PRESERVE AT TWIN PEAKS
LOTS 1 THRU 190 AND COMMON AREA "A" (PRIVATE STREETS), COMMON AREAS
"B1"-"B5" (NATURAL OPEN SPACE, DRAINAGE, LANDSCAPE, PEDESTRIAN, PUBLIC
SEWER AND UTILITIES) & COMMON AREAS "C1", "C2" (ACTIVE OPEN SPACE),
A PORTION OF THE WEST HALF OF SECTION 12, TOWNSHIP
12 SOUTH, RANGE 12 EAST, GILA & SALT RIVER MERIDIAN,
TOWN OF MARANA, PIMA COUNTY, ARIZONA
PROJECT NO. PRV1907-002, ENG1907-001
RELATED CASE NOS. - PRV1503-003 & PC212023
DRAWN BY: RMS
WLB JOB NO. 112026L-001
DECEMBER, 2019
SHEET 11 OF 11



Legend

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

Notes

1.1 0 0.57 1.1 Miles

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

Project Name:	The Preserve at Twin Peaks		
Description of Project:	Final Plat	Number of Lots: 190	
Parcel No.(s):	216-25-0210; 216-25-0220; 216-26-002B; 216-26-0010	Gross Area (Acres): 100.26	
Project Address:	5271 W. Camino de Manana		
Ref. Project No.:	PRV1503-002		

CONTACT INFORMATION

Owner: Lennar Communities Development, Inc.	Contact Name: Nicole Cantalicio		
Address: 3275 W. Ina Road, Suite 275	City: Tucson	State: AZ	Zip: 85741
Email: Nicole.Cantalicio@lennar.com	Phone No.: (520) 747-0997		
Applicant: Same as Above			
Contact Name:			
Address:	City:	State:	Zip:
Email:	Phone No.:		
Consultant/Engineer: The WLB Group, Inc.			
Contact Name: Linda Thompson			
Address: 1600 W. Broadway Road, Suite 150	City: Tempe	State: AZ	Zip: 85282
Email: lthompson@wlbgroup.com	Phone No.: (520) 390-1086		

OWNER/APPLICANT AUTHORIZATION

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

Linda Thompson

Linda Thompson

Digitally signed by Linda Thompson
Date: 2019.07.25 14:27:36 -0700'

7/25/2019

Applicant Name (PRINT)

Signature

Date

FOR OFFICIAL USE ONLYProject No. PRV1907-002Date Received 7/30/19

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

Revision Date 1/26/2017



Council-Regular Meeting

C2

Meeting Date: 03/03/2020

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: March 3, 2020

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2020-021: Relating to Development; approving an Amended Final Plat for Boulder Bridge Pass III at Dove Mountain, Lots 1-72, Block "A" (Future Residential) and Common Areas "A" (Private Streets) and "B" (Open Space/Drainage) located approximately one-half mile north of Dove Mountain Boulevard and west of Boulder Bridge Pass (Brian D. Varney)

Discussion:

Request

Baker & Associates Engineering, Inc., representing the property owner, is requesting approval of an amended final plat for Boulder Bridge Pass III at Dove Mountain, consisting of Lots 1-72, Block "A" (Future Residential), and Common Areas "A" (Private Streets) and "B" (Open Space / Drainage). The 39.4 acre subdivision consists of 72 residential lots, 9.0 acres of open space/drainage, and 0.8 miles of new private streets. This plat is a resubdivision of Boulder Bridge Pass III, Lots 1-99, a portion of the Dove Mountain Resort, and a portion of Section 16, Township 11S, Range 12E.

Zoning and Land Use

The zoning of the proposed subdivision is F (Dove Mountain Specific Plan), and the land use designation is Low Density Residential (LDR). The LDR designation requires a minimum lot size of 6,000 square feet. The minimum lot size proposed by this plat is 10,351 square feet, the maximum is 14,651 square feet, and the average lot size is 11,735 square feet. The gross density proposed is 1.83 residences per acre.

Access and Traffic Circulation

The subdivision is accessed from Boulder Bridge Pass via Dove Mountain

Boulevard. The streets within this subdivision are proposed to be private and maintained by the homeowner's association.

Staff Recommendation:

Staff has reviewed the proposed plat against the requirements of the Dove Mountain Specific Plan, 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. 2020-021, approving the Amended Final Plat for Boulder Bridge Pass III at Dove Mountain, Lots 1-72, Block "A" (Future Residential) and Common Areas "A" (Private Streets) and "B" (Open Space/Drainage).

Attachments

Resolution 2020-021
PRV1911-001 BBPIII FP
PRV1911-001 BBPIII Map
PRV1911-001 BBPIII FP App

MARANA RESOLUTION NO. 2020-021

RELATING TO DEVELOPMENT; APPROVING AN AMENDED FINAL PLAT FOR BOULDER BRIDGE PASS III AT DOVE MOUNTAIN, LOTS 1-72, BLOCK "A" (FUTURE RESIDENTIAL) AND COMMON AREAS "A" (PRIVATE STREETS) AND "B" (OPEN SPACE/DRAINAGE) LOCATED APPROXIMATELY ONE-HALF MILE NORTH OF DOVE MOUNTAIN BOULEVARD AND WEST OF BOULDER BRIDGE PASS

WHEREAS the final plat for Dove Mountain Resort was approved by the Town Council on June 19, 2007 by the adoption of Resolution No. 2007-112; and

WHEREAS the Final Plat for Boulder Bridge Pass III at Dove Mountain, Lots 1-99, Blocks "1" and "2", and Common Areas "A" and "B" was approved by the Town Council on October 21, 2014 by the adoption of Resolution No. 2014-100; and

WHEREAS Baker & Associates Engineering, Inc., representing the property owner, has applied for approval of the Amended Final Plat for Boulder Bridge Pass III at Dove Mountain, Lots 1-72, Block "A" (Future Residential) and Common Areas "A" (Private Streets) and "B" (Open Space / Drainage), located approximately one-half mile north of Dove Mountain Boulevard and west of Boulder Bridge Pass within Section 15 and 16, Township 11 South, Range 12 East; and

WHEREAS the Mayor and Town Council, at its March 3, 2020 meeting, determined that the Amended Final Plat for Boulder Bridge Pass III at Dove Mountain should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the Amended Final Plat for Boulder Bridge Pass III at Dove Mountain, Lots 1-72, Block "A" (Future Residential) and Common Areas "A" (Private Streets) and "B" (Open Space/Drainage) is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of March, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

DEDICATION

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE, AS OF THE DATE THIS PLAT IS RECORDED, ALL AND THE ONLY PARTIES HAVING ANY FEE TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND WE CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HEREON. UTILITY AND OTHER EASEMENTS AS SHOWN HEREON ARE GRANTED TO THE TOWN OF MARANA, PIMA COUNTY AND ALL UTILITY COMPANIES FOR THE PURPOSE OF ACCESS TO, INSTALLATION, AND MAINTENANCE OF UTILITIES AND OTHER USES AS DEFINED BY THIS PLAT.

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

ALL COMMON AREAS AS SHOWN HEREON ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, THEIR GUESTS AND INVITEES, AND ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA, PIMA COUNTY AND ALL UTILITY COMPANIES FOR THE PURPOSE OF ACCESS TO, INSTALLATION AND MAINTENANCE OF SLOPE AND DRAINAGE IMPROVEMENTS, UTILITIES AND PRIVATE SEWERS. TITLE TO THE LAND OF ALL COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN DOCKET 10660, PAGE 1083, PIMA COUNTY RECORDS, AS MODIFIED BY THE SUPPLEMENTARY DECLARATION RECORDED AT SEQUENCE NUMBER 20143000308, PIMA COUNTY RECORDS, THE TRACT DECLARATION RECORDED AT SEQUENCE NUMBER 20143000309, PIMA COUNTY RECORDS, THE SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS RECORDED AT SEQUENCE NUMBER 20143000308, PIMA COUNTY RECORDS AND THE FIRST AMENDMENT TO TRACT DECLARATION RECORDED AT SEQUENCE NUMBER 20143000309, PIMA COUNTY RECORDS. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH WILL ACCEPT RESPONSIBILITY FOR THE CONTROL, MAINTENANCE, SAFETY AND LIABILITY FOR ALL COMMON AREAS WITHIN THIS SUBDIVISION, AS SHOWN HEREON.

LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 18355-T AND NOT IN ITS CORPORATE CAPACITY.

[Signature]
TRUST OFFICER

BENEFICIARY OF LANDMARK TITLE TRUST NO. 18355-T

TRUST #18355 BENEFICIARY: DOVE MOUNTAIN INVESTORS, L.L.C.
ADDRESS: C/O COTTONWOOD PROPERTIES, INC.
3567 E. SUNRISE DRIVE, SUITE #219, TUCSON, ARIZONA 85718

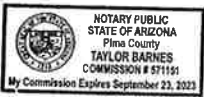
ACKNOWLEDGEMENT

STATE OF ARIZONA | S.S.
COUNTY OF PIMA

ON THIS, THE 11th DAY OF Feb, 2020, BEFORE ME, PERSONALLY APPEARED Diana L. Slom, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE TRUST OFFICIAL OF LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 18355-T, AND NOT IN ITS CORPORATE CAPACITY, AND ACKNOWLEDGED THAT HE/SHE, AS THE TRUST OFFICIAL, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE(S) THEREIN CONTAINED.

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

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES: 9-23-2023



ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST AGREEMENT FROM LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, L.L.C., TRUST NO. 18355-T, AS RECORDED IN SEQUENCE NO. _____, HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS, AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL, AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY: _____ DATE: _____
TOWN OF MARANA

ASSURED WATER SUPPLY

THE UNDERSIGNED CERTIFIES THAT IT IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY, AND WILL PROVIDE WATER SERVICE TO THIS SUBDIVISION.

BY: *[Signature]*
ITS: N.A.D. ADMINISTRATOR DATE: 02/11/2020
CITY OF TUCSON WATER DEPARTMENT

GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 39.4 ACRES (1,716,734.3 S.F.).
2. THE TOTAL NUMBER OF LOTS IS 72.
THE TOTAL NUMBER OF BLOCKS IS 1.
3. THE TOTAL AREA OF COMMON AREA "A" (PRIVATE STREETS) IS 4.8 ACRES (211,185 S.F.).
THE TOTAL AREA OF COMMON AREA "B" (OPEN SPACE/DRAINAGE) IS 9.0 ACRES (395,030 S.F.).
4. TOTAL MILES OF NEW PRIVATE STREETS IS 0.8. TOTAL MILES OF NEW PUBLIC STREET IS 0.0.
5. MINIMUM ALLOWABLE LOT SIZE: 6,000 SF REQUIRED (PER THE DOVE MOUNTAIN SPECIFIC PLAN)
AVERAGE LOT SIZE: 11,735 SF PROVIDED
MINIMUM PROVIDED LOT SIZE 10,351 SF (LOT 59) - NOT A RESTRICTION
MAXIMUM PROVIDED LOT SIZE 14,651 SF (LOT 65) - NOT A RESTRICTION
MAXIMUM ALLOWABLE BUILDING HEIGHT IS 35' FOR "LDR"
7. BUILDING SETBACKS PER THE DOVE MOUNTAIN SPECIFIC PLAN ARE AS FOLLOWS:
FRONT: 20 FEET REAR: 15 FEET
SIDE: 5 FEET CORNER: 20 FEET
8. THIS SUBDIVISION SHALL COMPLY WITH THE CONDITIONS SET FORTH IN THE DOVE MOUNTAIN SPECIFIC PLAN APPROVED MARCH 25, 2000, PER ORDINANCE 2000.04, AND SUBSEQUENT AMENDMENTS TO DATE.
9. PROJECT AREA IS ZONED F - DOVE MOUNTAIN SPECIFIC PLAN.
10. THE EXISTING LAND USE DESIGNATION IS "LDR," IN ACCORDANCE WITH THE DOVE MOUNTAIN SPECIFIC PLAN ZONING AND WILL REMAIN (AS GOVERNED BY THE SPECIFIC PLAN AS ADOPTED AND AMENDED).
11. THE GROSS DENSITY FOR THIS PROJECT IS 1.8 RAC.
12. NO FURTHER SUBDIVIDING OR LOT SPLITTING OR SUBDIVIDING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
13. 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.
14. 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 INCHES AND 72 INCHES ABOVE FINISHED GRADE OF THE ADJACENT ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
15. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND PRIVATE DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
16. THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH THE FLOOD PLAIN MANAGEMENT AS APPROVED BY THE FLOOD PLAIN ADMINISTRATOR.
17. ALL NEW AND EXISTING UTILITIES EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48 KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS, WITHIN OR CONTIGUOUS TO THE SITE, SHALL BE PLACED UNDERGROUND.
18. THERE WILL BE TWO PARKING SPACES PROVIDED FOR EACH LOT ON SITE, OFF-STREET.
19. THIS SUBDIVISION IS SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR DOVE MOUNTAIN AS RECORDED IN DOCKET 10660 AT PAGE 1083 AS AMENDED BY SUPPLEMENTARY DECLARATION RECORDED IN SEQUENCE NUMBER 20143000308.
20. THIS SUBDIVISION IS SUBJECT TO THE TRACT DECLARATION AS RECORDED IN SEQUENCE NUMBER 20143000309.
21. BASIS OF BEARING FOR THIS PROJECT IS THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 16, T-11-S, R-12-E, SAID BEARING BEING S00°10'26"W. SEE DETAIL, SHEET #3.
22. LOTS 1 THROUGH 72 WILL BE EQUIPPED WITH AUTOMATIC FIRE SPRINKLERS.
23. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF TUCSON SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. 45-576.

RECORDING DATA

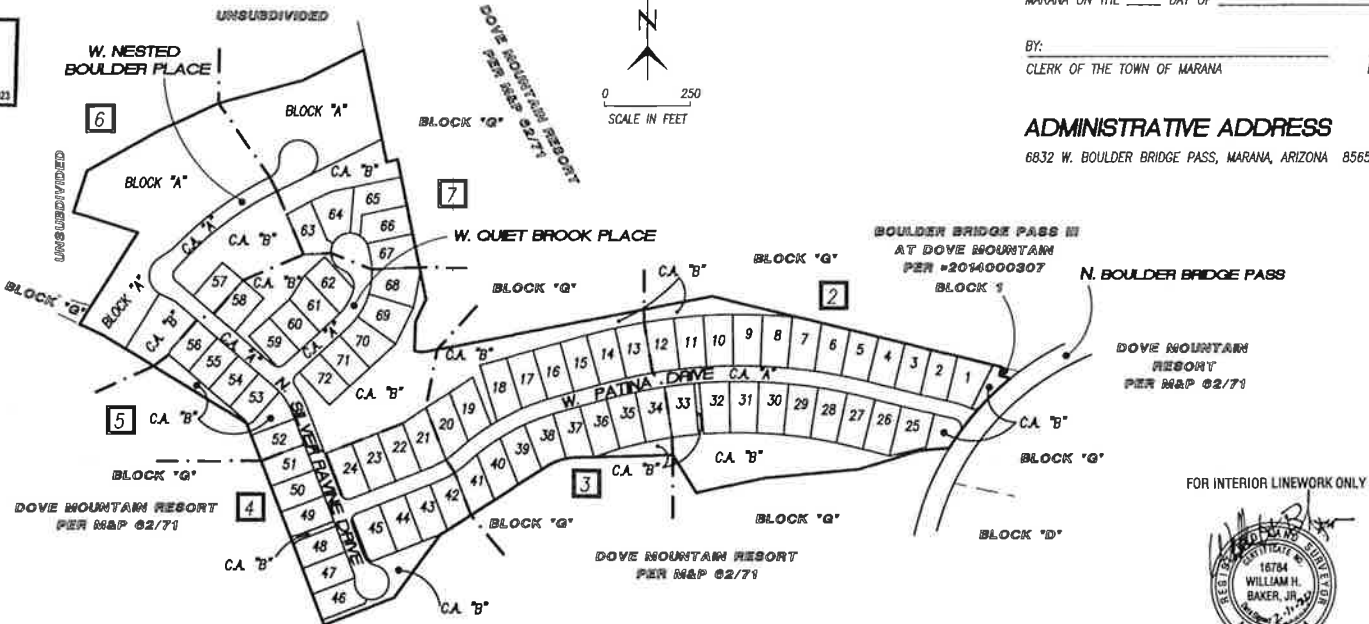
STATE OF ARIZONA | S.S.
COUNTY OF PIMA

FEE _____
SEQUENCE NO. _____

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

F. ANN RODRIGUEZ
PIMA COUNTY RECORDER BY DEPUTY

DATE



COMPOSITE DETAIL

CERTIFICATIONS

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

CHRIS E. MORRISON
OPW SURVEYING, LLC
REGISTERED LAND SURVEYOR NO. 26928
STATE OF ARIZONA

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

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

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

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

TOWN OF MARANA APPROVALS

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

BY: _____
MARANA DEVELOPMENT SERVICES DIRECTOR DATE _____

PIMA COUNTY APPROVAL

BY: *[Signature]* 2/11/2020
PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT DATE _____

CERTIFICATION

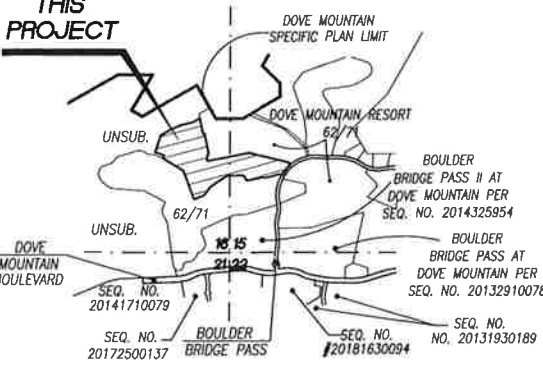
I, _____, CLERK OF THE TOWN OF MARANA, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA ON THE _____ DAY OF _____, 20____.

BY: _____ DATE _____
CLERK OF THE TOWN OF MARANA

ADMINISTRATIVE ADDRESS

6832 W. BOULDER BRIDGE PASS, MARANA, ARIZONA 85658

THIS PROJECT



LOCATION PLAN

PORTIONS OF SECTIONS 15 AND 16, T11S, R12E, G&SRBM, TOWN OF MARANA, PIMA COUNTY, ARIZONA

LEGEND

- ▲ SURVEY MONUMENT TO BE SET BY REGISTERED LAND SURVEYOR PER TOWN OF MARANA STANDARD DETAIL M-103B
- △ SURVEY MONUMENT TO BE SET
- PROPERTY CORNER (5/8" REBAR TAGGED "RLS 26928")
- SURVEY MONUMENT TO BE SET BY A REGISTERED LAND SURVEYOR
- SUBDIVISION BOUNDARY
- C23 CURVE DATA (SEE SHEET #6)
- L10 LINE DATA (SEE SHEET #7)
- ★ ADDRESSING/ACCESS LOCATION
- NEW RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY LINE
- STREET CENTERLINE
- EASEMENT LINE AS SHOWN (SEE ALSO "EASEMENT KEYNOTES," SHEETS #2 - #7)
- DEVELOPED OR EXISTING 100 YEAR FLOODPRONE LINE ("F.P.L.") - SEE PLAN VIEW
- DEVELOPED EROSION SETBACK LINE ("E.S.L.")
- (R) RADIAL
- SIGHT VISIBILITY TRIANGLE LINE - SEE EASEMENT KEYNOTES AND DETAILS, SHEETS #4 AND #5

AMENDED FINAL PLAT for

BOULDER BRIDGE PASS III AT DOVE MOUNTAIN, LOTS 1-72, BLOCK "A" (FUTURE RESIDENTIAL) AND COMMON AREAS "A" (PRIVATE STREETS) AND "B" (OPEN SPACE/DRAINAGE)

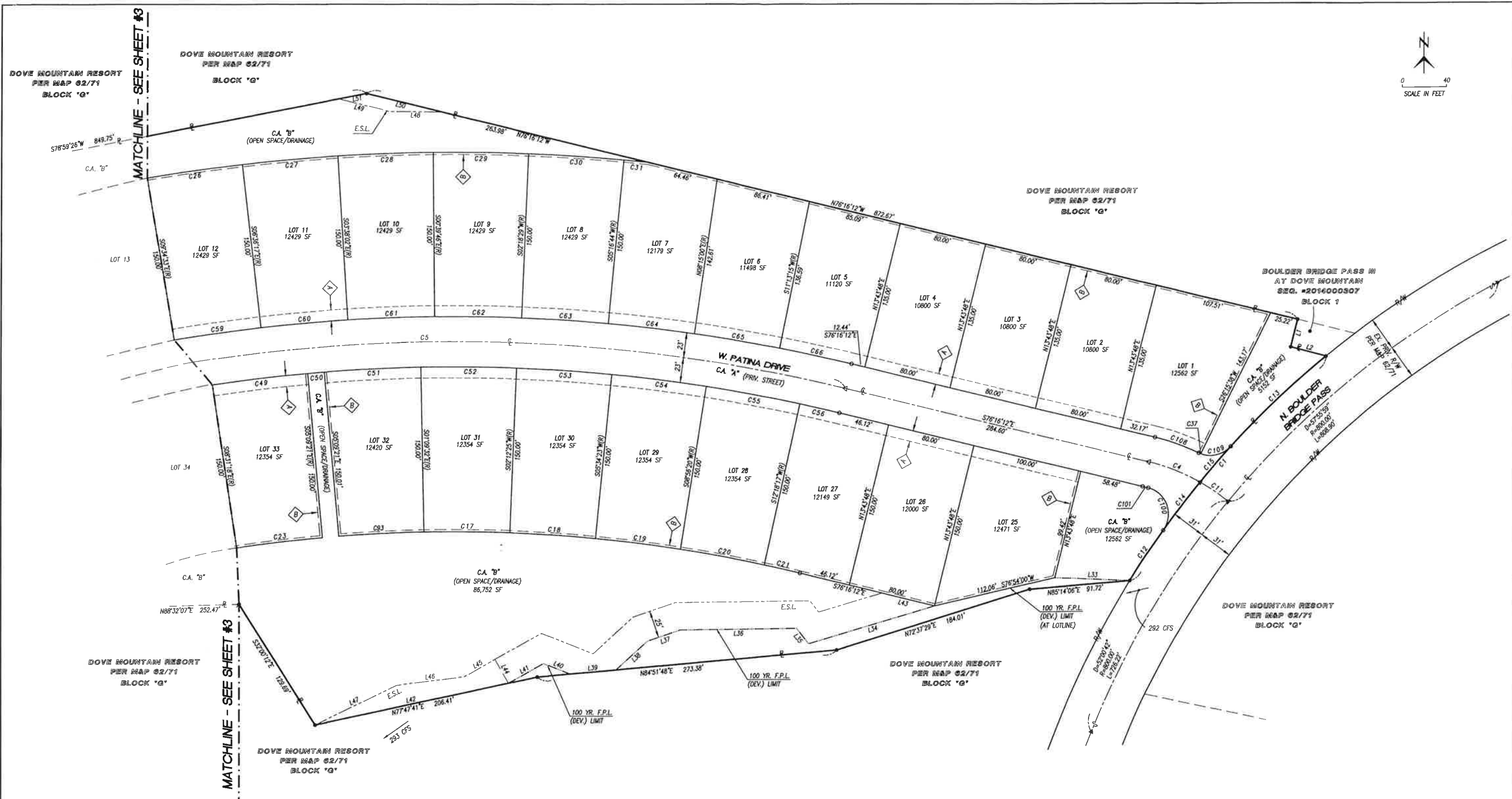
BEING A RESUBDIVISION OF LOTS 1-99, BLOCK "2" AND COMMON AREAS "A" AND "B", AS RECORDED IN BOULDER BRIDGE PASS III AT DOVE MOUNTAIN, SEQUENCE #20143000307 AND A RESUBDIVISION OF A PORTION OF BLOCK "G", AS RECORDED IN DOVE MOUNTAIN RESORT, M&P 62/71, AND A SUBDIVISION OF A PORTION OF SECTION 16, T11S, R12E, G&SRBM, TOWN OF MARANA, PIMA COUNTY, ARIZONA



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

#PRV-1911-001

REF: #PRV-06012F; PRV-14009F JOB #2235.118 DATE: FEBRUARY 10, 2020 SHEET 1 OF 7



EASEMENT KEYNOTES	
	NEW 10' PUBLIC UTILITY EASEMENT AND PRIVATE ROADWAY MAINTENANCE & SIGNAGE EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
	NEW 1' PRIVATE NO VEHICULAR ACCESS EASEMENT GRANTED BY THIS PLAT
	NEW SIGHT VISIBILITY TRIANGLE EASEMENT AREA GRANTED BY THIS PLAT

FOR INTERIOR LINEWORK ONLY



**AMENDED FINAL PLAT for
BOULDER BRIDGE PASS III AT DOVE MOUNTAIN, LOTS 1 - 72, BLOCK 'A' (FUTURE RESIDENTIAL)
AND COMMON AREAS 'A' (PRIVATE STREETS) AND 'B' (OPEN SPACE/DRAINAGE)**

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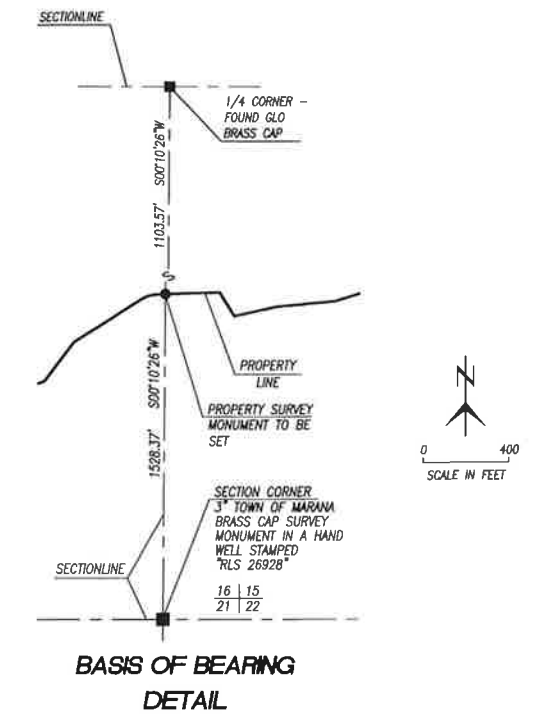
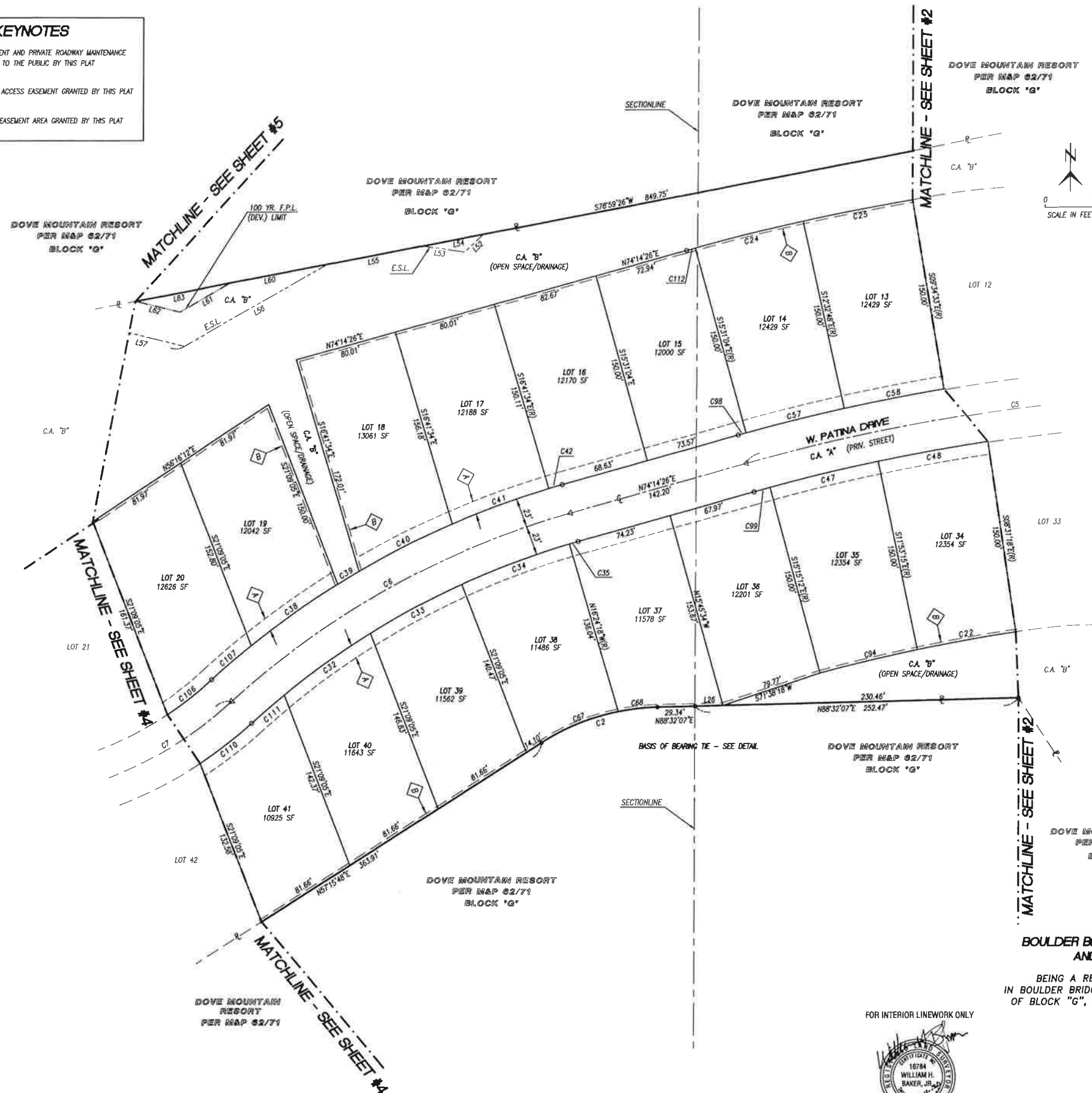
Baker & Associates Engineering, Inc.
3561 E. Sunrise Drive, Suite #225 Tucson, Arizona 85718 (520) 318-1950 Fax (520) 318-1830

#PRV-1911-001 REF.: #PRV-06012F; PRV-14009F JOB #2235.118 DATE: FEBRUARY 10, 2020 SHEET 2 OF 7

EASEMENT KEYNOTES

- NEW 10' PUBLIC UTILITY EASEMENT AND PRIVATE ROADWAY MAINTENANCE & SIGNAGE EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
- NEW 1' PRIVATE NO VEHICULAR ACCESS EASEMENT GRANTED BY THIS PLAT
- NEW SIGHT VISIBILITY TRIANGLE EASEMENT AREA GRANTED BY THIS PLAT

- A** NEW 10' PUBLIC UTILITY EASEMENT AND PRIVATE ROADWAY MAINTENANCE & SIGNAGE EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
- B** NEW 1' PRIVATE NO VEHICULAR ACCESS EASEMENT GRANTED BY THIS PLAT
- C** NEW SIGHT VISIBILITY TRIANGLE EASEMENT AREA GRANTED BY THIS PLAT



SEQUENCE # _____

FOR INTERIOR LINEWORK ONLY



Baker & Associates Engineering, Inc.

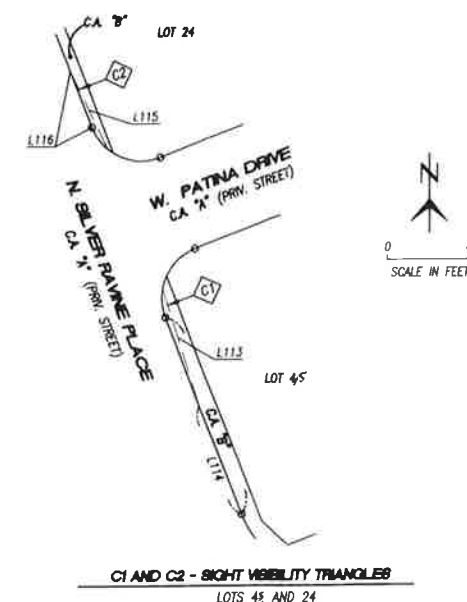
3561 E. Sunrise Drive, Suite #225 Tucson, Arizona 85718 (520) 318-1950 Fax (520) 318-1930

#PRV-1911-001

REF.: #PRV-06012F; PRV-14009F JOB #2235.11B DATE: FEBRUARY 10, 2020 SHEET 3 OF 7

EASEMENT KEYNOTES

- A NEW 10' PUBLIC UTILITY EASEMENT AND PRIVATE ROADWAY MAINTENANCE & SIGNAGE EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
- B NEW 1' PRIVATE NO VEHICULAR ACCESS EASEMENT GRANTED BY THIS PLAT
- C NEW SIGHT VISIBILITY TRIANGLE EASEMENT AREA GRANTED BY THIS PLAT



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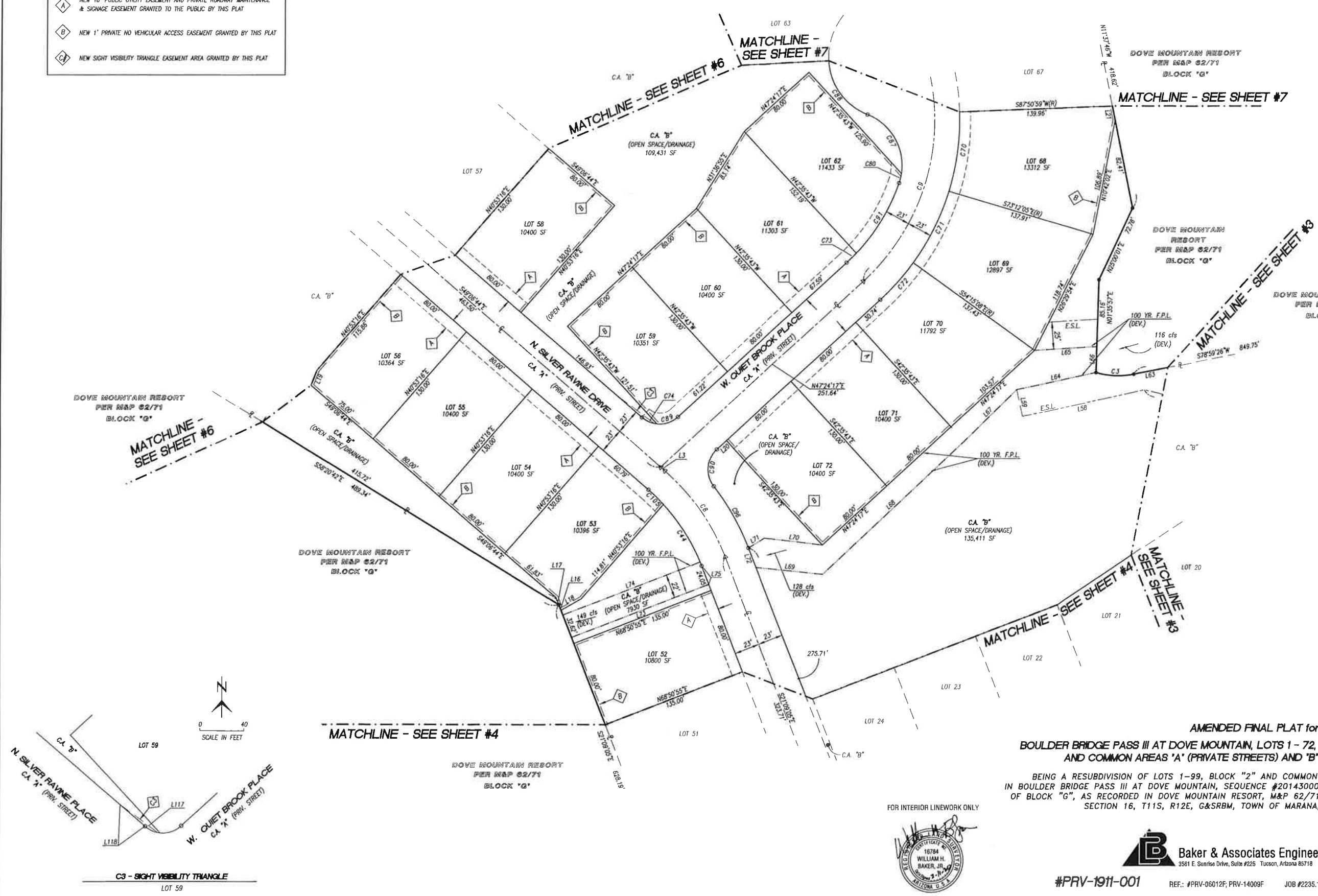
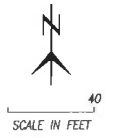
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3561 E. Sunrise Drive, Suite #225 Tucson, Arizona 85718 (520) 318-1950 Fax (520) 318-1930

#PRV-1911-001

REF.: #PRV-06012F; PRV-14009F JOB #2235.11B DATE: FEBRUARY 10, 2020 SHEET 4 OF 7

EASEMENT KEYNOTES

- A** NEW 10' PUBLIC UTILITY EASEMENT AND PRIVATE ROADWAY MAINTENANCE & SIGNAGE EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
- B** NEW 1' PRIVATE NO VEHICULAR ACCESS EASEMENT GRANTED BY THIS PLAT
- C** NEW SIGHT VISIBILITY TRIANGLE EASEMENT AREA GRANTED BY THIS PLAT



AMENDED FINAL PLAT for
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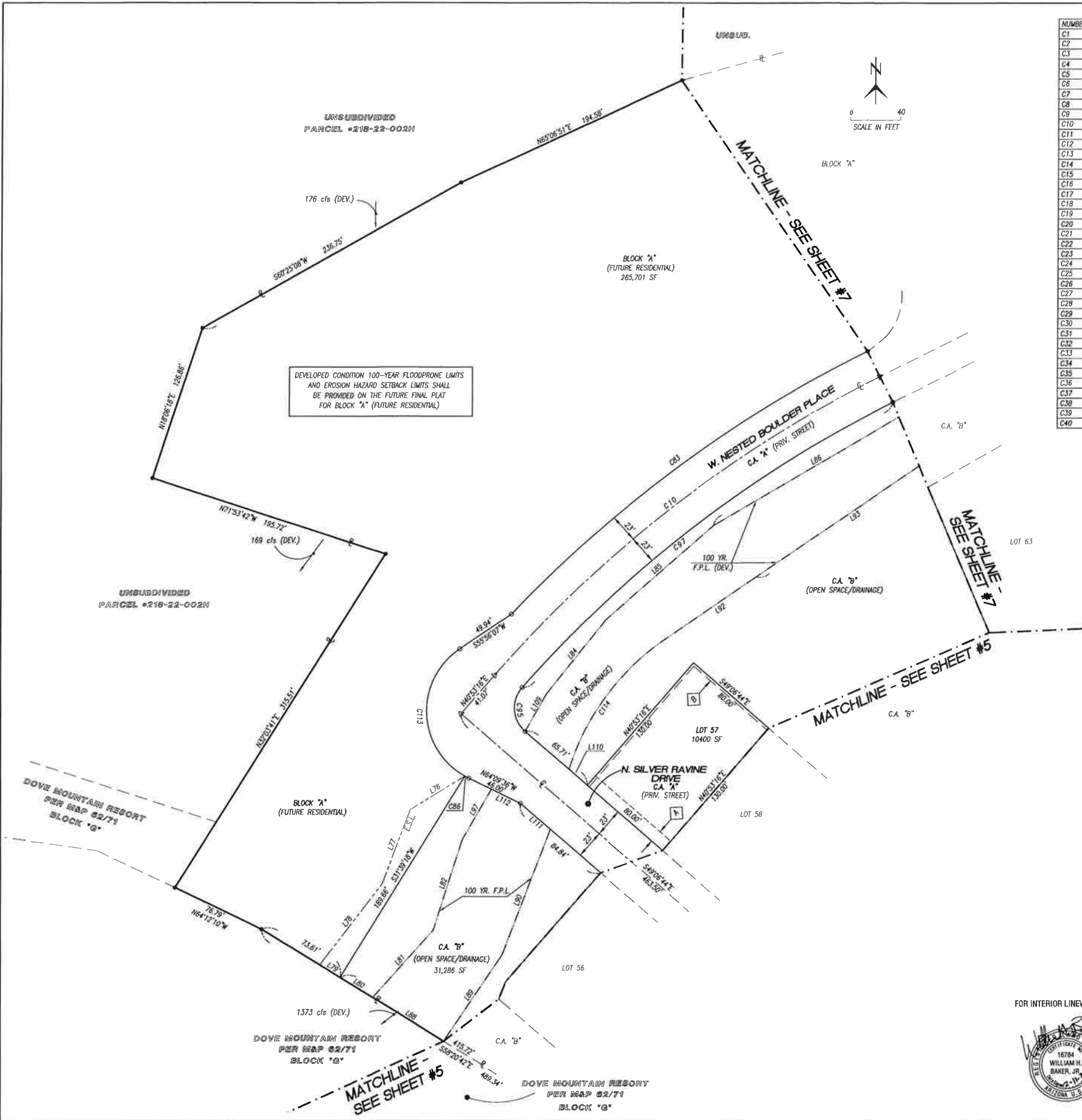
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#PRV-1911-001 REF.: #PRV-06012F; PRV-14009F JOB #2235.11B DATE: FEBRUARY 10, 2020 SHEET 5 OF 7



NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C1	18°45'33"	831.00	272.08
C2	31°16'18"	175.00	95.51
C3	26°58'55"	75.00	35.32
C4	15°58'06"	181.00	50.44
C5	29°29'22"	1500.00	772.03
C6	26°50'39"	650.00	304.54
C7	21°27'08"	300.00	112.32
C8	27°57'40"	200.00	97.60
C9	59°02'03"	200.00	206.07
C10	22°29'26"	1000.00	392.53
C11	09°51'37"	181.00	31.15
C12	03°46'37"	831.00	54.78
C13	08°14'09"	831.00	119.45
C14	03°47'48"	831.00	55.06
C15	02°56'58"	831.00	42.78
C16	44°00'13"	25.00	19.20
C17	03°21'57"	1327.00	77.96
C18	03°21'57"	1327.00	77.96
C19	03°21'57"	1327.00	77.96
C20	03°21'57"	1327.00	77.96
C21	01°25'31"	1327.00	33.01
C22	03°21'57"	1327.00	77.96
C23	03°21'57"	1327.00	77.96
C24	02°58'15"	1673.00	86.75
C25	02°58'15"	1673.00	86.75
C26	02°58'15"	1673.00	86.75
C27	02°58'15"	1673.00	86.75
C28	02°58'15"	1673.00	86.75
C29	02°58'15"	1673.00	86.75
C30	02°58'15"	1673.00	86.75
C31	00°46'22"	1673.00	22.56
C32	07°33'38"	627.00	82.74
C33	07°22'22"	627.00	80.88
C34	08°12'36"	627.00	89.84
C35	00°38'44"	627.00	7.07
C36	12°26'10"	323.00	70.11
C37	04°54'00"	25.00	2.14
C38	07°02'18"	673.00	82.67
C39	01°39'32"	673.00	19.49
C40	06°55'35"	673.00	81.36

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C41	06°49'37"	673.00	80.19
C42	00°56'00"	673.00	10.96
C43	12°24'59"	277.00	60.03
C44	21°43'49"	177.00	67.13
C45	10°04'18"	50.00	8.79
C46	77°10'56"	50.00	67.35
C47	03°21'57"	1477.00	86.77
C48	03°21'57"	1477.00	86.77
C49	03°21'57"	1477.00	86.77
C50	00°34'55"	1477.00	15.00
C51	03°24'54"	1477.00	88.03
C52	03°21'57"	1477.00	86.77
C53	03°21'57"	1477.00	86.77
C54	03°21'57"	1477.00	86.77
C55	03°21'57"	1477.00	86.77
C56	01°25'31"	1477.00	36.74
C57	02°58'15"	1523.00	78.97
C58	02°58'15"	1523.00	78.97
C59	02°58'15"	1523.00	78.97
C60	02°58'15"	1523.00	78.97
C61	02°58'15"	1523.00	78.97
C62	02°58'15"	1523.00	78.97
C63	02°58'15"	1523.00	78.97
C64	02°58'15"	1523.00	78.97
C65	02°58'15"	1523.00	78.97
C66	02°30'33"	1523.00	66.69
C67	21°18'15"	175.00	65.07
C68	09°58'03"	175.00	30.44
C69	45°59'47"	25.00	20.07
C70	18°56'57"	223.00	73.75
C71	18°56'57"	223.00	73.75
C72	11°39'25"	223.00	45.37
C73	04°01'17"	177.00	12.42
C74	34°48'14"	25.00	15.19
C75	31°04'25"	56.00	30.37
C76	62°28'06"	56.00	61.06
C77	31°46'35"	56.00	31.06
C78	31°04'25"	56.00	30.37
C79	14°53'50"	56.00	14.56
C80	10°19'38"	50.00	9.01

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C81	247°49'47"	56.00	242.23
C82	67°49'47"	50.00	59.19
C83	19°55'41"	1023.00	355.81
C84	36°52'12"	25.00	18.09
C85	53°07'48"	25.00	23.18
C86	03°26'11"	60.00	3.60
C87	77°14'07"	50.00	67.40
C88	65°54'59"	56.00	64.43
C89	48°40'44"	25.00	21.24
C90	85°19'40"	25.00	37.23
C91	24°39'21"	177.00	76.17
C92	09°28'45"	223.00	36.89
C93	03°20'57"	1327.00	77.57
C94	03°21'57"	1327.00	77.96
C95	90°25'02"	25.00	39.45
C96	16°46'19"	223.00	65.28
C97	22°04'24"	977.00	376.39
C98	00°14'30"	1523.00	6.43
C99	00°30'22"	1477.00	13.05
C100	109°56'35"	25.00	47.97
C101	01°54'17"	158.00	5.25
C102	55°56'39"	50.00	48.82
C103	184°36'14"	50.00	161.10
C104	15°46'13"	50.00	13.76
C105	06°13'51"	177.00	19.25
C106	09°02'10"	277.00	43.68
C107	03°27'36"	673.00	40.64
C108	11°55'52"	204.00	42.48
C109	68°26'14"	25.00	29.86
C110	09°00'58"	323.00	50.83
C111	03°03'19"	627.00	33.43
C112	00°14'30"	1673.00	7.06
C113	116°39'32"	60.00	122.16
C114	38°40'59"	195.38	131.91

CURVE TABLE

EASEMENT KEYNOTES

- NEW 10' PUBLIC UTILITY EASEMENT AND PRIVATE ROADWAY MAINTENANCE & SIGNAGE EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
- NEW 1' PRIVATE NO VEHICULAR ACCESS EASEMENT GRANTED BY THIS PLAT
- NEW SIGHT VISIBILITY TRIANGLE EASEMENT AREA GRANTED BY THIS PLAT

AMENDED FINAL PLAT for
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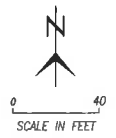
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#PRV-1911-001 REF: #PRV-06012F; PRV-14009F JOB #2235.11B DATE: FEBRUARY 10, 2020 SHEET 6 OF 7



MATCHLINE -
SEE SHEET #6

UNSUBDIVIDED
PARCEL #215-22-002H

DOVE MOUNTAIN RESORT
PER MAP 02/71
BLOCK "G"

DOVE MOUNTAIN RESORT
PER MAP 02/71
BLOCK "G"

BLOCK "A"
(FUTURE RESIDENTIAL)

W. NESTED BOULDER
PLACE
C.A. "A"
(PRIV. STREET)

C.A. "B"
(OPEN SPACE/DRAINAGE)

W. QUIET BROOK PLACE
C.A. "A" (PRIV. STREET)

DOVE MOUNTAIN RESORT
PER MAP 02/71
BLOCK "G"

MATCHLINE -
SEE SHEET #6
MATCHLINE -
SEE SHEET #5

MATCHLINE - SEE SHEET #5

DOVE MOUNTAIN RESORT
PER MAP 02/71
BLOCK "G"

NUMBER	DIRECTION	DISTANCE
L1	S13°43'48"W	25.93'
L2	S75°18'20"E	33.24'
L3	N49°06'44"W	5.13'
L4	N11°37'46"W	24.92'
L5	N78°22'14"E	33.00'
L6	S26°37'18"E	33.00'
L7	S68°50'55"W	17.00'
L8	N68°50'55"E	10.44'
L9	N47°18'37"W	16.71'
L10	S17°30'31"W	14.03'
L11	S21°09'05"E	15.00'
L12	S21°09'05"E	15.00'
L13	N83°19'34"E	20.00'
L14	S21°09'05"E	25.00'
L15	N54°22'16"E	20.00'
L16	S21°09'05"E	5.57'
L17	N21°09'05"W	6.99'
L18	N60°21'32"E	21.24'
L19	N21°24'59"E	15.00'
L20	N47°24'17"E	11.85'
L21	N11°37'46"W	13.16'
L22	N11°37'46"W	24.92'
L23	S76°33'58"W	20.39'
L24	S61°50'42"E	20.00'
L25	S63°22'42"W	98.16'
L26	N88°32'07"E	22.01'
L27	S17°34'30"E	58.07'
L28	S21°09'05"E	49.50'
L29	N25°39'55"W	40.70'
L30	N21°09'05"W	28.33'
L31	N53°33'27"W	42.70'
L32	N49°06'44"W	30.14'
L33	S87°38'43"E	68.76'
L34	S73°21'58"W	119.71'
L35	S37°39'56"E	17.61'
L36	N89°18'27"E	106.03'
L37	S71°05'14"W	31.63'
L38	S47°36'40"W	38.86'
L39	S84°51'48"W	41.74'
L40	S68°19'07"E	26.13'
L41	S60°25'51"W	36.50'
L42	S77°47'41"W	179.35'
L43	S76°16'12"E	49.46'
L44	S29°34'09"E	25.00'
L45	S60°25'51"W	31.80'

NUMBER	DIRECTION	DISTANCE
L46	N82°39'09"E	62.17'
L47	S63°58'13"W	82.17'
L48	S89°20'15"E	48.61'
L49	S76°05'42"E	47.37'
L50	S76°16'12"E	71.18'
L51	S78°59'26"W	25.92'
L52	S46°00'48"W	19.93'
L53	S82°00'15"E	33.30'
L54	S78°59'26"W	48.20'
L55	S78°59'26"W	75.19'
L56	S88°58'58"W	128.10'
L57	N76°17'19"W	61.39'
L58	S77°52'32"W	114.37'
L59	S12°07'28"E	25.00'
L60	N78°59'26"E	76.76'
L61	N59°58'58"E	45.50'
L62	S76°17'19"E	35.43'
L63	S78°59'26"W	31.64'
L64	S77°52'32"W	74.10'
L65	S86°42'48"W	57.06'
L66	S01°35'57"W	23.79'
L67	N45°22'41"E	67.14'
L68	S46°45'42"W	178.20'
L69	S84°08'10"E	61.08'
L70	N83°16'21"W	53.00'
L71	N59°01'36"E	17.27'
L72	S21°09'05"E	19.29'
L73	S68°50'55"W	135.00'
L74	S68°50'55"W	135.00'
L75	N21°09'05"W	18.05'
L76	N58°25'01"E	51.00'
L77	N20°44'51"E	63.84'
L78	S37°17'06"W	81.83'
L79	S88°20'42"E	18.91'
L80	S58°20'42"E	30.57'
L81	S41°58'04"W	72.33'
L82	S17°36'49"W	76.10'
L83	N78°59'26"E	75.20'
L84	N38°31'10"E	76.16'
L85	S48°49'12"W	114.36'
L86	S59°34'02"W	194.69'
L87	N86°54'07"E	258.24'
L88	N58°20'42"W	66.61'
L89	N34°09'14"E	83.30'
L90	S20°52'45"W	108.19'

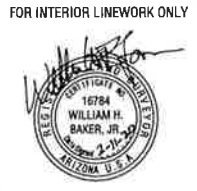
NUMBER	DIRECTION	DISTANCE
L91	S11°37'46"E	3.61'
L92	N55°38'23"E	73.23'
L93	S55°38'23"W	185.13'
L94	S66°54'07"W	250.51'
L95	N66°54'07"E	29.33'
L96	S58°30'40"W	22.86'
L97	N29°50'54"E	46.98'
L98	N78°13'17"E	74.63'
L99	S25°31'23"E	35.89'
L100	S24°03'13"W	23.16'
L101	S53°50'07"W	45.04'
L102	S25°16'41"E	27.12'
L103	S25°16'41"E	57.07'
L104	S49°45'25"W	13.68'
L105	N89°29'03"W	42.16'
L106	S70°47'42"W	21.31'
L107	S11°37'46"E	39.64'
L108	N11°37'46"W	5.14'
L109	S29°14'30"W	34.57'
L110	N49°06'44"W	19.32'
L111	N49°06'44"W	31.64'
L112	S64°09'36"E	25.78'
L113	N17°34'30"W	58.07'
L114	S21°09'05"E	49.50'
L115	S25°39'55"E	40.70'
L116	S21°09'05"E	28.33'
L117	N53°33'27"W	42.70'
L118	S49°06'44"E	30.14'

LINE TABLE

AMENDED FINAL PLAT for
BOULDER BRIDGE PASS III AT DOVE MOUNTAIN, LOTS 1 - 72, BLOCK "A" (FUTURE RESIDENTIAL)
AND COMMON AREAS "A" (PRIVATE STREETS) AND "B" (OPEN SPACE/DRAINAGE)
BEING A RESUBDIVISION OF LOTS 1-99, BLOCK "2" AND COMMON AREAS "A" AND "B", AS RECORDED
IN BOULDER BRIDGE PASS III AT DOVE MOUNTAIN, SEQUENCE #20143000307 AND A RESUBDIVISION OF A PORTION
OF BLOCK "G", AS RECORDED IN DOVE MOUNTAIN RESORT, MAP 62/71, AND A SUBDIVISION OF A PORTION OF
SECTION 16, T11S, R12E, G&SRBM, TOWN OF MARANA, PIMA COUNTY, ARIZONA

EASEMENT KEYNOTES

- NEW 10' PUBLIC UTILITY EASEMENT AND PRIVATE ROADWAY MAINTENANCE & SIGNAGE EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
- NEW 1' PRIVATE NO VEHICULAR ACCESS EASEMENT GRANTED BY THIS PLAT
- NEW SIGHT VISIBILITY TRIANGLE EASEMENT AREA GRANTED BY THIS PLAT

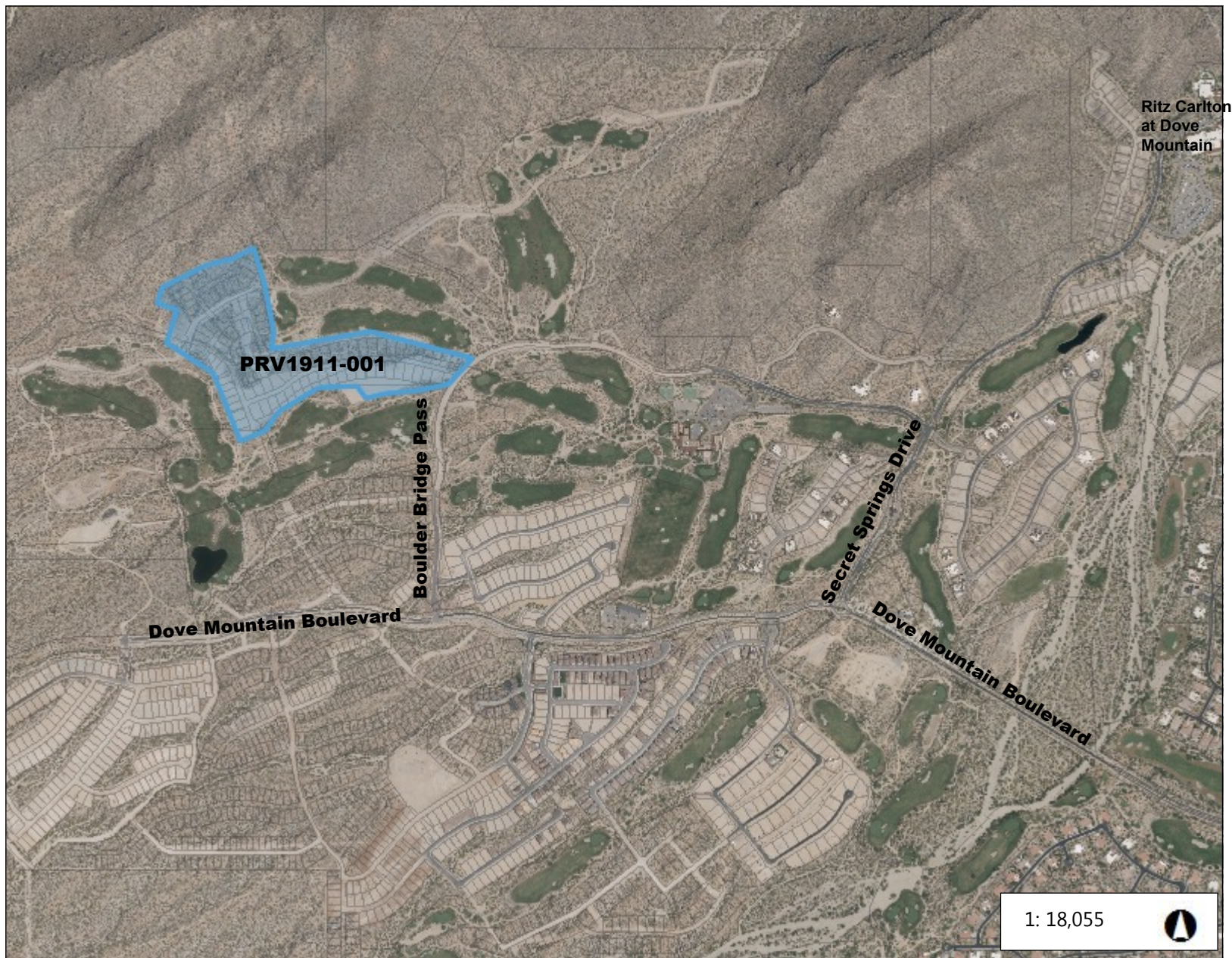


Baker & Associates Engineering, Inc.
3561 E. Sunrise Drive, Suite #225 Tucson, Arizona 85718 (520) 318-1950 Fax (520) 318-1930

#PRV-1911-001 REF.: #PRV-06012F; PRV-14009F JOB #2235.11B DATE: FEBRUARY 10, 2020 SHEET 7 OF 7



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



Notes



Development Services / planning@maranaaz.gov

11555 West Civic Center Drive / Marana, AZ 85653

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

PROJECT APPLICATION

PROJECT INFORMATION

Project Name: Boulder Bridge Pass III, Lots 1-72

Description of Project: Single Family Residential

Number of Lots: 72

Parcel No.(s): 218-19-3370 to 218-19-4730, 218-19-4750, 218-19-4760 and *

Gross Area (Acres): 39 ac

Project Address: Boulder Bridge Pass/Patina Drive

Ref. Project No.: PRV-06012F; PRV-14009F * a Portion of 218-19-183B and a Portion of 218-22-002P

CONTACT INFORMATION

Owner: Dove Mountain Investors

Contact Name: Bill Hallinan

Address: 3567 E. Sunrise Dr., #219

City: Tucson

State: AZ

Zip: 85718

Email: bhallinan@cottonwoodproperties.com

Phone No.: (520) 299-8424

Applicant: See above

Contact Name:

Address:

City:

State:

Zip:

Email:

Phone No.:

Consultant/Engineer: Baker & Associates Engineering, Inc

Contact Name: Marty Magelli, P.E.

Address: 3561 E. Sunrise Dr., #225

City: Tucson

State: AZ

Zip: 85718

Email: marty@baetucson.com

Phone No.: (520) 318-1950

OWNER/APPLICANT AUTHORIZATION

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

William Hallinan

11-12-19

Applicant Name (PRINT)

Signature

Date

FOR OFFICIAL USE ONLY

Project No. PRV1911-001

Date Received 11/15/19

☐ Annexation

☐ Rezone

☐ Specific Plan

☐ General Plan Amendment

☐ Preliminary Plat

☒ Final Plat

☐ Significant Land Use Change

☐ Minor Land Division

☐ Variance

☐ Development Plan

☐ Development Plan Package

☐ Dedications / Easements

☐ Lic. Agreement

☐ Landscape Plan

☐ Conditional Use Permit

☐ Report (Type): _____

☐ SWPP

☐ Native Plant Plan

☐ Native Plant Exception

☐ Other: _____

☐ Improvement Plan (Type): _____

Revision Date 6/17/2016



Council-Regular Meeting

C3

Meeting Date: 03/03/2020

To: Mayor and Council

From: David Udall, Associate Town Attorney

Date: March 3, 2020

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2020-022: Relating to Elections; approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and Pima County, on behalf of the Pima County Recorder, for Election Services for the Town's 2020 election (David L. Udall)

Discussion:

For each election cycle, the Town of Marana contracts with the Pima County Recorder's Office for services in conducting Town elections. The Recorder's Office provides ballots to those Marana voters who are on the Permanent Early Voting List (PEVL) and related election assistance to the Town in exchange for fees established by the Board of Supervisors.

The proposed new agreement covers the period beginning April 15, 2020 through the completion of all obligations and activities associated with the August 4, 2020 primary election and the November 3, 2020 general election.

Financial Impact:

Fiscal Year: 2020-2021

Budgeted In

Y/N: progress

Amount: \$5,000

Costs associated with the IGA will occur in fiscal year 2020-2021. The Town Clerk's department has requested \$75,000 in budget appropriation toward election related costs in the upcoming fiscal year. As per the IGA, the estimated cost for election services provided by the Pima County Recorder's Office during the 2020 Election Cycle is \$5,000.00.

Staff Recommendation:

Staff recommends approval of the IGA.

Suggested Motion:

I move to adopt Resolution No. 2020-022, approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and Pima County, on behalf of the Pima County Recorder, for Election Services for the Town's 2020 election.

Attachments

Resolution No. 2020-022

Exhibit A to Resolution - IGA

Exhibit A to IGA - Fee Schedule

MARANA RESOLUTION NO. 2020-022

RELATING TO ELECTIONS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND PIMA COUNTY, ON BEHALF OF THE PIMA COUNTY RECORDER, FOR ELECTION SERVICES FOR THE TOWN'S 2020 ELECTION

WHEREAS pursuant to A.R.S. § 16-204(E) the Town of Marana will prepare for and conduct a Primary Election on August 4, 2020, and, if necessary, a General Election on November 3, 2020; and

WHEREAS A.R.S. §§ 16-205(C), 16-172, 16-405 *et seq.*, 16-450, 11-251(3), and 11-951 *et seq.* authorize the County to perform services for any political subdivision regarding elections; and

WHEREAS the Town desires to use the Pima County registration rolls and other election-related services provided by the Recorder for its elections; and

WHEREAS the Town Council finds that entering into an intergovernmental agreement with the Pima County Recorder for election services 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: the intergovernmental agreement between the Town of Marana and Pima County, on behalf of the Pima County Recorder, for election services for the Town's 2020 election attached to and incorporated by this reference in this resolution as Exhibit A is hereby approved, the Mayor is hereby authorized and directed to execute it for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of March, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

Pima County Department: Recorder

Project: 2020 Election Services with Town of Marana

Contractor: Town of Marana

**Cherry Lawson, Town Clerk
11555 W. Civic Center Dr.
Marana, AZ 85743**

Amount: \$ 5,000.00 (estimated revenue for both elections)

Contract No.: CTN-RE-20-98

Funding: N/A

INTERGOVERNMENTAL AGREEMENT

For Election Services
Among The Town of Marana and Pima County

This Intergovernmental Agreement (IGA) is by and among THE TOWN OF MARANA OF PIMA COUNTY, ARIZONA, a municipal corporation of the State of Arizona ("the TOWN") and PIMA COUNTY, a political subdivision of the State of Arizona ("the County"), on behalf of the PIMA COUNTY RECORDER ("the Recorder").

RECITALS

1. The Town, pursuant to A.R.S. §§ 9-231(A) and 16-204(E) will prepare for and conduct two elections: a Primary Election to be held on August 4, 2020; and a General Election to be held on November 3, 2020 if necessary for members of its common council.
2. A.R.S. §§ 11-251(3), 16-172, 16-205(C), 16-405 *et seq.*, 16-450, authorize the County to perform services for any political subdivision regarding elections.
3. The parties are authorized to enter into an intergovernmental agreement pursuant to A.R.S. §§ 11-952 *et seq.* and 16-205(C).
4. The TOWN desires to utilize the Pima County registration rolls and other election-related services provided by the Recorder for the Primary Election to be held on August 4, 2020 and a General Election to be held on November 3, 2020 for members of its common council.
5. The TOWN, the County and the Recorder have determined that it is in the best interest of the public for the TOWN to use the services of the Recorder in conducting the elections called for August 4, 2018 and November 3, 2020.

NOW, THEREFORE, the parties hereto agree as follows:

The purpose of this IGA is to set forth the duties and responsibilities of the Recorder and the TOWN with respect to the August 4, 2020 and November 3, 2020 elections to be held by the TOWN of Marana.

ARTICLE I - TERM AND EXTENSION/RENEWAL/CHANGES

The term of this IGA shall be from April 15, 2020 through completion of all obligations and activities associated with the August 4, 2020 and November 3, 2020 elections contemplated by this IGA, provided that the term shall continue through final resolution of any legal challenge to the election. Any modifications or time extension of this IGA shall be by formal written amendment and executed by the parties.

ARTICLE II – SCOPE OF SERVICES

This Agreement establishes the agreement under which the County will provide the TOWN with Election services in accordance with the following:

County Recorder Services: The Recorder shall:

- (1) For the Primary election on August 4, 2020, all Marana voters who are members of a recognized political party and are on the Permanent Early Voting List (PEVL) will receive a normal primary ballot that will include all of the Marana candidates.
- (2) For the Primary election on August 4, 2020, all Marana voters who are not affiliated with one of the recognized political parties and are on the PEVL will have the option of choosing one of the following:
 - a. any of the partisan ballots that will include all of the Marana candidates.
 - b. a ballot that will have ONLY the Marana candidates on it.
- (3) All non-affiliated PEVL voters from Marana will receive a special 90-day notice letting them know their options for the Primary election.
- (4) Provide Deputy County Recorders for team early voting when necessary for Marana ONLY voters during the Primary election on August 4, 2018 and give the TOWN notice of each request for team early voting.
- (5) Prepare and deliver a single invoice to the TOWN no later than 21 days after the final election date, containing a detailed breakdown of all Recorder costs for these elections.

TOWN Obligations: TOWN shall:

- (1) Notify the Recorder in writing, at least 150 days or at such other time as the parties may agree before any consolidated election date on which the TOWN wants services pursuant to this IGA, detailing the election-related services pursuant to this IGA.
- (2) Prepare and distribute any requisite translation, printing, and mailing of all publicity pamphlets.
- (3) Should the election be challenged or questioned for any reason whatsoever, then the TOWN shall be solely responsible for defending, legally or otherwise, said elections. This duty shall survive the expiration of the IGA, provided that the County shall cooperate with the TOWN in making relevant information and witnesses available upon reasonable request.
- (4) Within 30 days of the date of each invoice, the TOWN shall reimburse the County, in full, for invoiced costs of election materials, supplies and equipment, and personnel required in direct support of the TOWN election, as set forth below.
- (5) Be responsible for the security of all ballots tabulated by officials and vendors other than Pima County's agents or employees and ensure that any functions performed by TOWN or its outside vendors comply with applicable law and procedures of the Secretary of State.

- (6) Arrange for and publish any and all notices of this election as required by law.

ARTICLE III – COMPENSATION AND PAYMENT

Within thirty (30) days of the date of invoice, TOWN will pay the Pima County Recorder:

- (1) The following charges in item #1 will only apply to any Primary Election ballots provided to unaffiliated Marana Voters who request a Marana ONLY ballot:
 - a. Permanent Early Voting List (PEVL) Ballots \$3.00 each
 - b. Non-PEVL ballot requests \$5.75 each
 - c. Early Ballot Signature verification \$0.75 each
 - d. Satellite Ballots \$2.00 each
 - e. Replacement Ballots – By Mail \$3.00 each
 - f. Provisional Ballots \$16.00 each
 - g. Conditional Provisional Ballots \$6.00 each
 - h. Team Voting \$60.00 per request
 - i. Problem Ballots – includes calling the voter, sending them a letter \$6.00 each
- (2) Consolidated Election Participation Fee –
per active voter for each election \$0.10 each
- (3) Voter Registration Maintenance Fee- for each election
 - Per Active Voter \$0.05
 - Per Inactive Voter \$0.05
- (4) Computer programming as required for additional voter data at \$50.00 per hour, one hour minimum.
- (5) Any other costs associated with services provided for the conduct of the Election(s), as set forth in Pima County Fee Ordinance 2016-10 which is attached hereto as Exhibit A.
- (6) Invoices not paid within 30 days of billing date will accrue interest at the rate of 10% per annum.

ARTICLE IV – INSURANCE

All parties to this agreement are government entities. Neither entity is required to procure special insurance coverage for their obligations under this IGA.

ARTICLE V - INDEMNIFICATION

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

ARTICLE VI - COMPLIANCE WITH LAWS

The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement shall be brought in an Arizona court in Pima County. Any changes in the governing laws, rules and regulations during the terms of this Agreement shall apply but do not require an amendment.

ARTICLE VII – WORKERS COMPENSATION

Each party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and such party shall have the sole responsibility of the payment of Worker's Compensation benefits or other fringe benefits of said employees.

ARTICLE VIII - ASSIGNMENT

The TOWN shall not assign its rights to this Agreement, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

ARTICLE IX - NON-DISCRIMINATION

The TOWN shall not discriminate against any County employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out duties pursuant to this IGA. The TOWN shall comply with the provisions of Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive Order 75-5 and may be viewed and downloaded at the Governor or the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2990_90.pdf which is hereby incorporated into this Agreement by reference, as if set forth in full herein.

ARTICLE X - AMERICANS WITH DISABILITIES ACT

The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 C.F.R. Parts 35 and 36.

ARTICLE XI - AUTHORITY TO CONTRACT

No party warrants to any other party its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that any party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by any party against the other for lack of performance or otherwise.

ARTICLE XII - FULL AND COMPLETE PERFORMANCE

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

ARTICLE XIII - CANCELLATION FOR CONFLICT OF INTEREST

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

ARTICLE XIV – TERMINATION FOR NON-APPROPRIATION

Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the County Board of Supervisors or the Marana Town Council does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, neither the County, nor the County Recorder shall have any further obligation to the TOWN. In the event that the TOWN cancels, the TOWN shall be liable for any costs already incurred by the County or the County Recorder at the time of the notification of the cancellation.

ARTICLE XV - NOTICE

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

PIMA COUNTY

F. Ann Rodriguez
Pima County Recorder
240 N Stone Avenue
Tucson, AZ 85701
(520) 724-4356
Fax: (520) 623-1785

TOWN OF MARANA

Cherry Lawson,
Town Clerk
11555 W. Civic Center Dr.
Marana, AZ 85743
(520) 382-1960
Fax: (520) 382-1998

ARTICLE XVI – NO THIRD PARTY BENEFICIARIES

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA, or affect the legal liability of any party to the IGA by imposing any standard of care different from the standard of care imposed by law.

ARTICLE XVII – NO JOINT VENTURE

This IGA is not intended to, and this IGA shall not be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County or Recorder and any TOWN employees, or between the TOWN and any County employees. No party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of any other party, including (without limitation) any other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

ARTICLE XVIII - REMEDIES

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

ARTICLE XIX – TERMINATION FOR CONVENIENCE

Either party may terminate this IGA at any time by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of termination, any real or personal property belonging to either party and furnished pursuant to this IGA, shall be

returned to the furnishing party. Any funds of TOWN paid to County in accordance with this IGA and not encumbered at the time of termination shall be refunded to TOWN.

ARTICLE XX – LEGAL ARIZONA WORKERS ACT COMPLIANCE

The COUNTY and TOWN hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws").

ARTICLE XXI - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on this _____ day of _____, 2020.

TOWN OF MARANA

By: _____
Ed Honea, Mayor

ATTEST:

By: _____
Cherry Lawson, Town Clerk

PIMA COUNTY BOARD OF
SUPERVISORS

By: _____
Richard Elías, Chairman

ATTEST:

By: _____
Julie Castañeda,
Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:

By: F. Ann Rodriguez 2-10-20
F. Ann Rodriguez, Pima County Recorder

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

Pima County and Pima County Recorder

Town of Marana

Daniel Jurkowitz
Daniel Jurkowitz
Deputy County Attorney

Legal Services Director for the Town of Marana
Legal Services Director for the Town of Marana

Exhibit A

P0230
PIMA CO CLERK OF THE BOARD
PICKUP



SEQUENCE: 20160490531
NO. PAGES: 10
ORDIN 02/18/2016
18:00:00
PICK UP
AMOUNT PAID: \$0.00

ORDINANCE NO. 2016- 10

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF
PIMA COUNTY, ARIZONA ESTABLISHING FEES FOR
ELECTION-RELATED SERVICES, VOTER
REGISTRATION DATA AND RECORDED DOCUMENT
SERVICES PROVIDED BY THE PIMA COUNTY
RECORDER.

The Board of Supervisors of Pima County Arizona finds that:

1. The Pima County Recorder is authorized pursuant to A.R.S. §§16-172, 16-168(E), 11-475, and 11-251.08 to charge for election related services, voter registration data, and recorded document services; and,
2. The Pima County Board of Supervisors has determined that the charges are appropriate and necessary to cover the costs incurred by the Pima County Recorder in providing these services; and,
3. The Pima County Board of Supervisors has the authority under A.R.S. §11-251.05 to adopt all ordinances necessary or proper to carry out the functions of the County.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF
PIMA COUNTY, ARIZONA:

SECTION 1: It is the intent of this Ordinance to establish fees for election-related services, voter registration data, and recorded document services provided by the Pima County Recorder in an amount sufficient to defray costs.

SECTION 2: Fees charged by the Pima County Recorder shall be as follows:

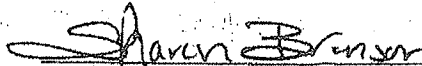
SEE EXHIBIT A ATTACHMENT

SECTION 3: This Ordinance shall take effect thirty days from the date of adoption.

SECTION 4: If any provision of this Ordinance or the application thereof to any person or circumstance is invalid, the invalidity shall not affect other provisions or applications of this Ordinance, which can be given meaning without the invalid provision.

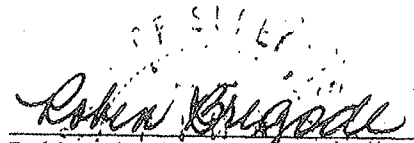
PASSED AND ADOPTED THIS 16TH DAY OF FEBRUARY, 2016.

PIMA COUNTY BOARD OF SUPERVISORS

 **FEB 16 2016**
Chair, Board of Supervisors

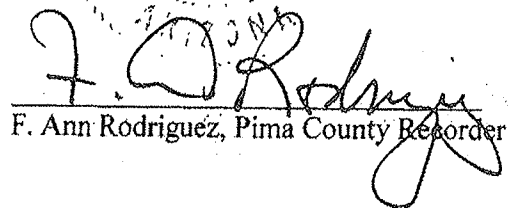
ATTEST:

APPROVED AS TO FORM:


Robin Brigode, Clerk of the Board


Daniel Jurkowitz, Deputy County Attorney

REVIEWED BY:


F. Ann Rodriguez, Pima County Recorder



Mailing Address
P. O. Box 3145
Tucson, AZ 85702-3145

F. Ann Rodriguez
Pima County Recorder

Christopher J. Roads
Chief Deputy Recorder
Registrar of Voters

County Public Service Center
240 North Stone Avenue, 1st Floor
Tucson, AZ

Recording history one document at a time.

Document Recording: (520) 724-4350
Voter Registration: (520) 724-4330
Fax: (520) 623-1785
www.recorder.pima.gov

PIMA COUNTY RECORDER'S CHARGES

ELECTION COSTS

For Conducting Jurisdictional Elections (i.e., Cities, Towns, School Districts, Fire Districts, etc.)

POLLING PLACE ELECTIONS

Early Ballot Processing	\$5.75 each ★
Permanent Early Voting List (PEVL) Ballots	\$3.00 each ★
Early Ballot Signature Verification	\$0.75 per signature
Replacement Ballots – Satellite Location	\$2.00 each
Replacement Ballots – By Mail	\$3.00 each
Problem Ballots – includes calling the voter, sending them a letter	\$6.00 each
Signature Roster Printing (per precinct)	\$25.00 each
Provisional Ballots	\$16.00 each
Conditional Provisional Ballots	\$6.00 each
Regular Hours	\$20.85 per hour
Overtime Hours	\$31.27 per hour
Remote Site Computer linked	\$400.00 flat fee
Remote Site Not computer linked	\$200.00 flat fee

ALL BALLOT-BY-MAIL ELECTIONS

Mailing of Ballots to Every Active Voter	\$2.30 each ★
Replacement Ballots – Satellite Location	\$2.00 each
Replacement Ballots – By Mail	\$3.00 each
Problem Signature Ballots – inc. calling the voter, sending them a letter	\$6.00 each
Signature Verification	\$0.75 per signature

PIMA COUNTY RECORDER CHARGES

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OTHER APPLICABLE ELECTION FEES

Voter Registration Maintenance Fee for Active and Inactive Voters	\$0.05 per voter
Consolidated Election Participation Fee for Active Voters	\$0.10 per voter ♦♦
Team Voting	\$60.00 per request ➤

Special Inserts:

Single Page – 8 ½ x 4 ½ “ (20 lb. paper minimum)	\$0.02 per ballot
Multiple pages or larger than 8 ½ x 4 ½ “ (may also result in additional postage cost for Mailed ballot package due to increased weight)	\$0.05 per ballot

PLUS actual cost for insert printing by vendor

Mileage will be charged at actual cost based on Pima County Fleet Services Department Motor Pool Charges.

- ★ Includes postage fees for both the mailing of the ballot package and the return mail of the voted ballot. If postage rate hikes imposed by the United States Postal Service go into effect after the approved date of this Ordinance and Fee Schedule it may result in a fee increase in the same amount.
- ♦♦ Consolidated Election Participation Fee for Early Ballots include: mailing of the 90-day notification of elections, maintenance fee of the Permanent Early Voting List (PEVL), National Change of Address (NCOA) returned mail notifications.
- Emergency voting in hospitals, rest homes, care facilities, etc., for homebound voters, voters unable to vote in polling location, and those who need assistance voting their ballot due to medical reasons.

JURISDICTIONAL BOUNDARY CHANGES MAPPING

Computer Coding	\$50.00 Per Annexation
Map Geocoding (1 hour Minimum)	\$25.00 Per Hour

PIMA COUNTY RECORDER CHARGES

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VOTER REGISTRATION DATA

The fee for a copy of the voter data provided to political parties is set in A.R.S. §16-168(E). That fee is currently \$0.01 per name for the data in electronic form and \$0.05 per name for data in paper form.

The fee for data in formats other than provided to the political parties is \$0.10 per name.

In addition to the statutory fees for voter data provided in A.R.S. §16-168(E), the following fees will be charged per voter record:

Additional District Assignment Information	\$.01
Voting History	.02
Voter Change History	.02
Age of Voter	.02
Computer Programming for additional information	
Per hour, 1 hour minimum	50.00
Copying fee – includes redaction of confidential data	1.00
Certification of Voter Registration	10.00 per certification
Replacement of Voter ID Card In Office	5.00 each

RECORDER'S SUBSCRIPTION FEES

Bulk Purchases of Current Images and Data

Minimum of \$5,000.00 to start up a new account with \$50.00 applied to a non-refundable set-up fee and the balance applied to the pre-paid balance.

For accessing images of recorded documents on the Pima County Recorder's secure web site, the following subscription fees will apply:

Bulk Purchase of all document images	\$0.04 per image
Bulk Purchase of all daily indexing	0.03 per index
Bulk Purchase of cross references for indexing	0.03 per index
Bulk Purchase of images of selected document types	0.07 per image
Bulk Purchase of selected index types	0.07 per index
Bulk Purchase of selected cross reference types	0.07 per index

One Time Bulk Purchases of Historical Images and Data

One Time Bulk Purchase of all historical document images	\$0.05 per image
One Time Bulk Purchase of all historical daily indexes	0.04 per index
One Time Bulk Purchase of all historical cross references	0.04 per index
One Time Bulk Purchase of selected historical document images	\$0.08 per image
One Time Bulk Purchase of selected historical daily indexes	0.08 per index
One Time Bulk Purchase of selected historical cross references	0.08 per index

PIMA COUNTY RECORDER CHARGES

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Web Subscriber Services

Minimum of \$100.00 to start up a new account with \$50.00 applied to a non-refundable set-up fee and \$50.00 applied to the pre-paid balance.

Web access to individual document images

\$ 0.24 per document

Web access to individual map images

3.00 per image

Additional fees for recorded documents

Fee to return documents improperly submitted for recordation

\$5.00 per document

Blank recording forms

\$3.00 per form

2% convenience fee on all credit and debit card transactions

PIMA COUNTY RECORDER CHARGES

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CANDIDATE EARLY BALLOT LISTS FEE SCHEDULE

PRIMARY ELECTIONS – State and Federal Elections, Countywide Special Elections

1. Early Ballot request data for State and Federal Primary Elections.
2. Number of Registered Voters determined on the 60th day preceding the Primary Election.
3. Prices shown in Columns 2 and 3 are per Party Affiliation: Democrat, Republican and/or Others.
4. Fees will be calculated in the following manner:
 - a. Determine which Party data are desired (*Democrats, Republicans and/or Others*).
 - b. Determine how many Voters of *each* Party are registered in the desired District using the figures from the Recorder's website.
 - c. Find the row containing that number in Column 1. Use the Price Per Party Affiliation figures in Column 2 for the Early Ballot List, and the figures in Column 3 for the Returned Ballot List.
 - d. EXAMPLE: Candidate John Doe subscribes to the list of all Democrats and Independents who request an Early Ballot in his District. There are 173,280 Democrats and 92,621 Independents. Using the schedule below, Mr. Doe will pay \$360.00 for Democrats plus \$200.00 for Others for the Early Ballot List. If he decides he wants to also purchase the Returned Ballot List, he will add an additional \$190.00 for Democrats plus \$110.00 for Others. His total for the subscription will be \$860.00.
5. If the request is for all political parties and Others, and all such ballot returns, then the maximum charge shall be \$1,020.00.

1. NUMBER OF REGISTERED VOTERS IN DISTRICT	2. EARLY BALLOT LIST PRICE PER PARTY AFFILIATION	3. RETURNED BALLOT LIST PRICE PER PARTY AFFILIATION
0 – 10,000	\$ 20.00	\$ 20.00
10,001 – 20,000	40.00	30.00
20,001 – 30,000	60.00	40.00
30,001 – 40,000	80.00	50.00
40,001 – 50,000	100.00	60.00
50,001 – 60,000	120.00	70.00
60,001 – 70,000	140.00	80.00
70,001 – 80,000	160.00	90.00
80,001 – 90,000	180.00	100.00
90,001 – 100,000	200.00	110.00
100,001 – 110,000	220.00	120.00
110,001 – 120,000	240.00	130.00
120,001 – 130,000	260.00	140.00
130,001 – 140,000	280.00	150.00
140,001 – 150,000	300.00	160.00
150,001 – 160,000	320.00	170.00
160,001 – 170,000	340.00	180.00
170,001 – 180,000	360.00	190.00
180,001 – 190,000	380.00	200.00
190,001 – 200,000	400.00	210.00
200,001 – 210,000	420.00	220.00
210,001 – 220,000	440.00	230.00
220,001 – 230,000	460.00	240.00
230,001 – 240,000	480.00	250.00
240,001 – 250,000	500.00	260.00
250,001 – 260,000	520.00	270.00
260,001 – 270,000	540.00	280.00
270,001 – 280,000	560.00	290.00

PIMA COUNTY RECORDER CHARGES

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CANDIDATE EARLY BALLOT LISTS FEE SCHEDULE**GENERAL ELECTIONS – State and Federal Elections, Countywide Special Elections**

1. Early Ballot request data for State and Federal General Elections.
2. Number of Registered Voters determined on the 60th day preceding the General Election.
3. Prices shown in Columns 2 and 3 are per Party Affiliation: *Democrat, Republican and/or Others*.
4. Fees will be calculated in the following manner:
 - a. Determine which Party data are desired (*Democrats, Republicans and/or Others*).
 - b. Determine how many Voters of *each* Party are registered in the desired District using the figures from the Recorder's website.
 - c. Find the row containing that number in Column 1. Use the Price Per Party Affiliation figures in Column 2 for the Early Ballot List, and the figures in Column 3 for the Returned Ballot List.
 - d. EXAMPLE: Candidate John Doe subscribes to the list of all Democrats and Independents who request an Early Ballot in his District. There are 173,280 Democrats and 92,621 Independents. Using the schedule below, Mr. Doe will pay \$380.00 for Democrats plus \$220.00 for Others for the Early Ballot List. If he decides he wants to also purchase the Returned Ballot List, he will add an additional \$360.00 for Democrats plus \$200.00 for Others. His total for the subscription will be \$1,160.00.
5. If the request is for all political parties and Others, and all such ballot returns, then the maximum charge shall be \$1,380.00.

1. NUMBER OF REGISTERED VOTERS IN DISTRICT	2. EARLY BALLOT LIST PRICE PER PARTY AFFILIATION	3. RETURNED BALLOT LIST PRICE PER PARTY AFFILIATION
0 – 10,000	\$ 40.00	\$ 20.00
10,001 – 20,000	60.00	40.00
20,001 – 30,000	80.00	60.00
30,001 – 40,000	100.00	80.00
40,001 – 50,000	120.00	100.00
50,001 – 60,000	140.00	120.00
60,001 – 70,000	160.00	140.00
70,001 – 80,000	180.00	160.00
80,001 – 90,000	200.00	180.00
90,001 – 100,000	220.00	200.00
100,001 – 110,000	240.00	220.00
110,001 – 120,000	260.00	240.00
120,001 – 130,000	280.00	260.00
130,001 – 140,000	300.00	280.00
140,001 – 150,000	320.00	300.00
150,001 – 160,000	340.00	320.00
160,001 – 170,000	360.00	340.00
170,001 – 180,000	380.00	360.00
180,001 – 190,000	400.00	380.00
190,001 – 200,000	420.00	400.00
200,001 – 210,000	440.00	420.00
210,001 – 220,000	460.00	440.00
220,001 – 230,000	480.00	460.00
230,001 – 240,000	500.00	480.00
240,001 – 250,000	520.00	500.00
250,001 – 260,000	540.00	520.00
260,001 – 270,000	560.00	540.00
270,001 – 280,000	580.00	560.00

PIMA COUNTY RECORDER CHARGES

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CANDIDATE EARLY BALLOT LISTS
FEE SCHEDULE FOR PRIMARY (March) & GENERAL (May) ELECTIONS
Non-State and Non-Federal Elections

POLLING PLACE ELECTIONS

NUMBER OF REGISTERED VOTERS VOTERS IN DISTRICT	LIST OF EARLY BALLOT REQUESTS	LIST OF RETURNED BALLOTS
0 – 10,000	\$ 10.00	\$ 10.00
10,001 – 20,000	20.00	10.00
20,001 – 30,000	30.00	20.00
30,001 – 40,000	40.00	30.00
40,001 – 50,000	50.00	40.00
50,001 – 60,000	60.00	50.00
60,001 – 70,000	70.00	60.00
70,001 – 80,000	80.00	70.00
80,001 – 90,000	90.00	80.00
90,001 – 100,000	100.00	90.00
100,001 – 110,000	110.00	100.00
110,001 – 120,000	120.00	110.00
120,001 – 130,000	130.00	120.00
130,001 – 140,000	140.00	130.00
140,001 – 150,000	150.00	140.00
150,001 – 160,000	160.00	150.00
160,001 – 170,000	170.00	160.00
170,001 – 180,000	180.00	170.00
180,001 – 190,000	190.00	180.00
190,001 – 200,000	200.00	190.00
200,001 – 210,000	210.00	200.00
210,001 – 220,000	220.00	210.00
220,001 – 230,000	230.00	220.00
230,001 – 240,000	240.00	230.00
240,001 – 250,000	250.00	240.00
250,001 – 260,000	260.00	250.00
260,001 – 270,000	270.00	260.00
270,001 – 280,000	280.00	270.00

PIMA COUNTY RECORDER CHARGES

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CANDIDATE EARLY BALLOT LISTS
FEE SCHEDULE FOR PRIMARY (March) & GENERAL (May) ELECTIONS
Non-State and Non-Federal Elections

ALL BALLOT-BY-MAIL ELECTIONS

NUMBER OF REGISTERED VOTERS VOTERS IN DISTRICT	LIST OF EARLY BALLOT REQUESTS	LIST OF RETURNED BALLOTS
0 – 10,000	\$ 40.00	\$ 20.00
10,001 – 20,000	60.00	40.00
20,001 – 30,000	80.00	60.00
30,001 – 40,000	100.00	80.00
40,001 – 50,000	120.00	100.00
50,001 – 60,000	140.00	120.00
60,001 – 70,000	160.00	140.00
70,001 – 80,000	180.00	160.00
80,001 – 90,000	200.00	180.00
90,001 – 100,000	220.00	200.00
100,001 – 110,000	240.00	220.00
110,001 – 120,000	260.00	240.00
120,001 – 130,000	280.00	260.00
130,001 – 140,000	300.00	280.00
140,001 – 150,000	320.00	300.00
150,001 – 160,000	340.00	320.00
160,001 – 170,000	360.00	340.00
170,001 – 180,000	380.00	360.00
180,001 – 190,000	400.00	380.00
190,001 – 200,000	420.00	400.00
200,001 – 210,000	440.00	420.00
210,001 – 220,000	460.00	440.00
220,001 – 230,000	480.00	460.00
230,001 – 240,000	500.00	480.00
240,001 – 250,000	520.00	500.00
250,001 – 260,000	540.00	520.00
260,001 – 270,000	560.00	540.00
270,001 – 280,000	580.00	560.00



Council-Regular Meeting

C4

Meeting Date: 03/03/2020

To: Mayor and Council

From: Keith Brann, Town Engineer

Date: March 3, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Procurement; approving a change order to the construction contract between the Town and Sunland Asphalt & Construction, Inc., in the amount of \$180,000 for Coachline Boulevard Reconstruction, Project No. ST057; authorizing the transfer of appropriations if necessary for the change order, and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order (Keith Brann)

Discussion:

Marana Town Code Section 3-4-7(B)(4) provides that Town Council approval is necessary for change orders that individually or cumulatively exceed \$50,000.

The budget for fiscal year 2019-2020 was adopted on June 18, 2019. The Coachline Boulevard reconstruction project is included within the Town's budget with funding provided by the transportation fund and Pima Association of Governments (PAG) funding. Coachline Boulevard is a multi-year project whose total budget across all fiscal years is \$4,140,495.

A design contact in the amount of \$163,939 was issued to SCE Engineering in 2017.

A construction contract in the amount of \$3,524,000 was issued to Sunland Asphalt, Inc. on November 14, 2018.

This change order request adds funds to the Coachline construction contract as part of a final project reconciliation. During construction, there were project savings realized when the soil-cement subgrade was found to be in substantially better condition than geological testing predicted during design. There were, however, project additions and changes that exceeded the project savings. The additions and changes include:

- Changing the milling stockpile location from the future El Rio parking area to the Marana Airport
- Aggregate Base removal to be able to salvage the aforementioned soil-cement subgrade
- Additional asphalt removal and paving to radius return at side streets due to condition of existing side streets
- Addition of a crosswalk in support of the El Rio/Los Morteros interpretive project
- Addition of traffic signal loop detectors and Iteris camera system

A change order for an additional \$180,000 is needed to close out the project. This change order takes into account project savings mentioned above, quantity underruns, and utilization of project contingency. This will bring the construction contract for Coachline to \$3,787,525.

This change order request to the construction contract does not increase the council approved project budget.

Financial Impact:

Fiscal Year: 2020

Budgeted Y/N: Yes

Amount: \$180,000

The funding for this increase in construction spending exists within the council approved project budget of \$4,140,495 and is within the current fiscal year project spending authority.

This change order will be funded with transportation funds, and expended in GL Account #33043000-8015-ST057.

Staff Recommendation:

Staff recommends approval of the change order

Suggested Motion:

I move to approve the change order to the Coachline Boulevard reconstruction contract with Sunland Asphalt & Construction, Inc. in the amount of \$180,000; to authorize the transfer of appropriations if necessary for the change order; and to authorize the Town Manager or designee to execute the necessary documents to effectuate the change order.

Attachments

No file(s) attached.



Council-Regular Meeting

C5

Meeting Date: 03/03/2020

To: Mayor and Council

From: Cherry L. Lawson, Town Clerk

Date: March 3, 2020

Subject: Approval of the February 18, 2020 Regular Council Meeting Summary Minutes
(Cherry L. Lawson)

Attachments

Regular Council Meeting Summary Draft Minutes 02/18/2020



**MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING**

**11555 W. Civic Center Drive, Marana, Arizona 85653
Conference Center Second Floor February 18, 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**

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 (Excused) and John Officer** were present. There was a quorum of council members present constituting a quorum.

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

APPROVAL OF AGENDA

Vice Mayor Post, moved and Council Member Kai second the motion approving the agenda as presented. Motion passes, 6-0.

CALL TO THE PUBLIC

Mayor Honea opened the meeting to receive public comment. No comments were offered.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Comerford stated she is seeking understanding in receiving documents that she has requested be sent to her. She has requested departmental budgets previously and has not yet received them. She expressed her frustration with not having received the requested materials. If she has to put in a Public Records Request, she would do so. She commented on the Town Manager and Deputy Town Manager not notifying Council when away from the office as Council does not know whom to contact in their absence. She commented on the HVAC system repairs in the Council Chambers stating she does not know how or when decided to move the HVAC system from the ceiling to the ground. She does not know whether she missed a meeting, but expressed concern over the amount expended to complete the repairs and from what budgeted area.

Town staff has not provided her with an update on Building B remodel, Parks & Recreation, Water or Chamber relocation. She would like to have a progress report on the status of those projects, including cost, contractor, budget line item, and the length of time anticipated.

Mayor Honea reported that most of the senior staff and Council went to Bayer Monsanto last week. He complimented them on their operations. Sixty of their 67 employees live in the Town of Marana, and will eventually reach 130 employees when they reach full operations. They are having a ribbon-cutting ceremony on March 4, 2020.

Many people are checking on the activities, building and growth of Marana. He commented on two (2) radio interviews that he had done, WakeUp! Tucson and the Buckmaster Show. Tomorrow, February 19, 2020 he will do a video interview with Trico as they are celebrating their 100th Year. Later in the afternoon, he is doing a video interview with Bayer.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Jamsheed Mehta reported on several projects stating this listing was provided within their Council Weekly Report. He highlighted a few of those projects as provided:

- Parks & Recreation Master Plan is moving along smoothly. The Advisory Committee did meet last week and reviewed details collected from 1,700 touchpoints or surveys.
- Continental Neighborhood Community Meeting that was held at Rattlesnake Ridge Elementary School to discuss traffic concerns on Palm Brook Drive in that

community. This was meeting hosted by Town Staff; however, it was not a well-attended meeting by residents in this community. Those in attendance did appreciate the solutions the town will embark upon. The next step is to determine the appropriate time and providing adequate notice to the public especially in the enforcement area that the police has identified. This will include an educational and enforcement campaign to ensure traffic reduces in that area.

- University of Arizona partnership, they hosts meetings with their civic partners that includes Marana. From the Town, the Manager's Office had a delegation to attend – Water and Police Departments. Marana has had a consistently good relationship with U of A, as Marana has hosted some of their student activities and major projects. This is an ongoing effort with the University of Arizona.

Jeffery Pridgett will have a ceremony to celebrate his promotion from Sargent to Lieutenant, hosted by the Marana Police Department on February 19, 2020 at 3 PM. *(Correction: the reception will be held on February 26, 2020 at 3 PM.)* Council is invited to attend.

Honea Height Community Park is near completion with a ribbon-cutting ceremony and grand opening on March 13, 2020 at 9:00 a.m.

Marana Founder's Day Celebration is on March 28, 2020; staff will provide Council with two tickets to the breakfast held on that day. Many events will take place on that day, including the annual parade.

PRESENTATIONS

P1 Relating to Budget; presentation of second quarter results (July-December) for the Town's General Fund and other selected major funds for the 2019-2020 fiscal year (Yiannis Kalaitzidis)

Finance Director Yiannis Kalaitzidis provided a PowerPoint Presentation on the Second Quarter Results (July-December) for the Town's General Fund and other selected major funds for the 2019-2020 fiscal year. *(A copy of the presentation is on file in the Town Clerk's Office for viewing.)*

Council Member Comerford stated she has many questions related to the report, and requested to meet one-on-one with **Mr. Kalaitzidis** related to her concerns.

CONSENT AGENDA

C1 Relating to Procurement; approving a change order to the Construction Contract between the Town and Sunland Asphalt & Construction, Inc., in the amount of \$180,250.45 for Pavement Preservation 2020, Project No. PM020; authorizing the transfer

of appropriations if necessary for the change order; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order (Keith Brann)

C2 Resolution No. 2020-010: Relating to Facilities; approving and authorizing the Town Manager to administer the amended Town of Marana Meeting Facilities Usage Policy (David L. Udall)

C3 Resolution No. 2020-011: Relating to Development; approving a final plat for Marana Center Parcel 5, Lots 1-2 located east of Interstate 10 and southeast of Twin Peaks Road (Cynthia L. Ross)

C4 Resolution No. 2020-012: Relating to Parks and Recreation; approving and authorizing the Mayor to execute an agreement between the Town of Marana and Marana Chamber of Commerce, Inc. regarding the planning, development and presentation of the 2020 Big Green Event (Jim Conroy)

C5 Resolution No. 2020-013: Relating to Development; approving a final plat for Saguaro Bloom Block 2, lots 42, 43 and a portion of common area "B," a re-plat of lots 42, 43 and a portion of common area "B" of the original Saguaro Bloom Block 2 plat (Steven E. Vasquez)

C6 Resolution No. 2020-014: Relating to Community and Neighborhood Services; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for the management and implementation of the 2019-2020 Community Development Block Grant Program (Lisa Shafer)

C7 Approval of the February 11, 2020 Study Session Meeting Minutes and the February 4, 2020 Regular Council Meeting Summary Minutes (Cherry L. Lawson)

Vice Mayor Post, moved and Council Member Officer second the motion approving the Consent Agenda as presented. Motion passes, 5-1; Nay (Council Member Comerford).

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #012 Restaurant liquor license submitted by Kevin Arnold Kramber on behalf of Bisbee Breakfast Club, located at 13864 N. Sandario Rd., Marana, AZ 85653 (Cherry L. Lawson)

L2 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a new series #010 Beer and Wine Store liquor

license application submitted by Lauren Heather Trattner on behalf of Dollar General Store #20680, located at 12059 W. Clark Farms Boulevard, Marana, Arizona 85653 (Cherry L. Lawson)

Town Clerk Cherry Lawson provided an overview of both applications for consideration by Council.

Council Member Bowen moved and Council Member Kai second the motion approving that an order recommending approval for a new series #012 Restaurant liquor license submitted by Kevin Arnold Kramber on behalf of Bisbee Breakfast Club, located at 13864 N. Sandario Rd., Marana, AZ 85653; and

Submit a new series #010 Beer and Wine Store liquor license application submitted by Lauren Heather Trattner on behalf of Dollar General Store #20680, located at 12059 W. Clark Farms Boulevard, Marana, Arizona 85653, to the DLLC for these liquor license applications. Motion passes, 6-0.

BOARDS, COMMISSIONS AND COMMITTEES

B1 Resolution No. 2020-015: Relating to Boards, Commissions and Committees, making an appointment to the Town of Marana Board of Adjustment (Cherry L. Lawson)

Town Clerk Cherry Lawson provided a brief overview of this item stating there are three (3) positions available on the Board of Adjustment that seeks to be filled. One of which was vacated by Robert Palazzolo who resigned his seat with a term ending 2/29/2020. The remaining two positions terms also end on 2/29/2020. The applicant seeking to be reappointed has submitted his application of interest for Council to consider extending his term by an additional four years ending 2/29/2024. A public notice seeking applications was published in the Daily Territorial on January 10, 2020, as well as posted on the Town's website on January 8, 2020. Warren Hatcher who currently serves on the Board of Adjustment seeking reappointment submitted one application. The town seeks to fill all three vacancies on this Board.

Mayor Honea asked **Warren Hatcher** to come forward and publicly thanked him for his service on the board, though recognizing that the Board does not meet often.

Vice Mayor Post moved and Council Member Bowen second the motion adopting Resolution No. 2020-015, reappointing Warren Hatcher to the Town of Marana Board of Adjustment with a term expiring February 29, 2024, and solicitation of additional applications. Motion passes, 6-0.

COUNCIL ACTION

A1 Resolution No. 2020-016: Relating to Utilities; approving and authorizing the Mayor to sign a Transfer Agreement, selling the Marana Water Department's Falstaff well and related water system and assets to the DeAnza Domestic Water Improvement District (Frank Cassidy)

Deputy Town Attorney Jane Fairall provided a brief overview of this item for Council consideration. **Vice Mayor Post** asked whether the agreement provides for Hold Harmless. **Ms. Fairall** indicated that she did not find a provision within the agreement relating to Hold Harmless.

Vice Mayor Post moved and Council Member Bowen second the motion table this item to a future meeting to have Hold Harmless addressed within the agreement. Motion passes, 6-0.

A2 Resolution No. 2020-017: Relating to traffic and highways; amending the Town of Marana speed zone map and accompanying table, establishing the reasonable and prudent maximum speed limits on specific roadways located within the town limits of the Town of Marana (Fausto Burruel)

Deputy Town Engineer Fausto Burruel provided a PowerPoint Presentation overview of the Speed Zone Map Update. Below are highlights of the presentation. *(A copy of the PowerPoint is available in the Town Clerk's Office for review.)*

Speed Zone Update: Why Do This Now?

- Recent development identified the need to adjust speed limits on adjacent roadways.
- Review of the Town Code identified the need to update the Speed Zone Map.

Opportunities

- Add new roadway segments
- Simplify speed limits
 - Eliminate short speed zones
 - Minimize number of occurrences where the speed limit is different for the same segment of roadway based on direction of travel
 - Use common beginnings/endings of speed zones
- Re-evaluate speed limits using engineering study and judgment

Town Code

- "Reasonable and prudent maximum speed limits on roadways located within the town limits are set forth on the town speed zone map and accompanying table, adopted and amended from time to time by resolution of the council, upon recommendation by the town engineer and based on nationally-accepted traffic engineering standards."
- Last adopted: 2006

Arizona Revised Statutes

- ARS 28-701
 - Speed limits in business or residential districts = 25 mph
 - Speed limits in other locations = 65 mph
- ARS 28-703
 - A local authority may increase the speed limit above 25 mph within any business or residential district
 - A local authority may decrease the limit below 65 mph outside of any business or residential district

Eliminate Short Speed Zones

- Cortaro Farms Road east of I-10
- Oasis Road, east of Twin Peaks
- Pima Farms Road, west of Moonfire Drive
- Thornydale Road, north of Tangerine Road

Post Same Speed Limit in Both Directions

- Cochie Canyon Trail approaching I-10
- Cortaro Road west of I-10
- Sandario Road, between Marana Main and Barnett Rd
- Tangerine Road, west of I-10
- Thornydale Road, between Tangerine and Camino del Norte

Adjust Beginnings/Endings of Speed Zone

- Sanders Road near Moore Rd
- Tortolita Road

Adjustments

- ↓ Aerie Drive (from 35 mph to 30 mph)
- ↑ Marana Main Street and Marana Rd near roundabout (from 25 to 35)
- ↓ Moore Road in Dove Mountain (from 40 to 30)
- ↓ Sandario Road from railroad to roundabout (from 35 to 25)
- ↑ Sanders Road from Moore Rd to 3700 ft. south of Moore Rd (from 35 to 40)

Tables / Maps

- Speed Limit Update Summary Table (*On file*)
- Maps (*On file*)
 - Current Speed Zones
 - Summary Map
 - Proposed Speed Zones
 - Updated Speed Zone Map

Council Member Bowen inquired of Tangerine Road asking how it is determined in setting the speed limit. **Mr. Burruel** replied stating there is much studying that

determines road speed, as well as evaluation that is part of it. The national standards as considered are the 85th percentile speed that establishes the road speed--which 85% of motorist feel comfortable driving. They try to establish the speed zone at that point if they can. There are other reasons why road speeds may be higher or lower other criteria to be considered such as ash toe, or design criteria.

Council Member Comerford asked how staff notify the public of the change in speed limit. **Mr. Burruel** replied stating staff has had some discussion on how to communicate the change in speed limit to motorist. There are different approaches the town can take to communicate the speed limit changes such as, flagging to make it more apparent to the driver. Public Works would work with the Police Department to communicate those changes also do an education campaign on road speed. It would be a collaborative effort.

Council Member Kai inquired of Marana Road westbound speed is 45 mph except in town, west of that is Pima County 55 mph asking whether the town will look at being consistent with the county speed limit or leaving it at 45 mph. **Mr. Burruel** replied stating he does not have a firm answer on the question, as the town would need to evaluate the roadway. **Council Member Kai** explained at one time the speed was 55 mph, and then later dropped to 45 mph. He asked whether the town had substantial data to support the reduction in speed along that roadway. **Mr. Burruel** stated he would have to look into the matter, as he does not know the history of the interchange.

Vice Mayor Post inquired of the traffic study performed by Jack in the Box asking whether the town knows the amount of traffic capacity left on that portion of Sandario. **Mr. Burruel** replied stating there is a significant amount of capacity remaining on that two-lane road before it falls to an unacceptable level; 15,000 to 16,000 vehicles per day. **Vice Mayor Post** responded asking whether **Mr. Burruel** know the current amount traveled per day. **Mr. Burruel** stated his does not; however, it is a function of the driveways on Sandario.

Council Member Bowen moved and Council Member Kai second the motion adopting Resolution No. 2020-017. Motion passes, 6-0.

A3 Resolution No. 2020-018: Relating to Public Works; approving and authorizing the Mayor to sign an acquisition agreement with Pima County and Marana Unified School District #6 for acquisition of property rights needed for the Lon Adams Road Reconstruction (Marana Project ST068) (Frank Cassidy)

Ms. Fairall provided an overview of this item explaining if approved this acquisition agreement between the Town, Pima County and MUSD related to the reconstruction project specifically acquire the rights that Marana needs to eliminate the off-set where Civic Center Drive runs into Lon Adams Road. Rather than pay them cash for the property, Marana will compensate them with the redesign of the parking lot.

Council Member Comerford inquired how this item initiated. **Ms. Fairall** replied stating it has been part of the Lon Adams project, as she does not believe this item was added to the overall project. However, she could not definitively confirm. **Council Member Comerford** stated this is the first that she has been made aware of it—being on the agenda.

Town Engineer Keith Brann stated that as part of the Lon Adams project scope, it started out as a pavement reconstruction, as Lon Adams is due for reconstruction. The town has been reviewing other features to add to the project such as lighting, sidewalk, and landscaping at this particular intersection. Town staff look at whether to have a formal intersection control such as a roundabout or stop sign. They decided by realigning the intersection to the park and library with Civic Center Drive, that would provide functionality with increased safety. It is part of the Lon Adams project to realign this driveway.

Council Member Kai moved and Council Member Bowen second the motion adopting Resolution No. 2020-018. Motion passes, 5-1 (1-Nay, Council Member Comerford).

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)

Mr. Mehta this is a standing item on the agenda to provide Council with an opportunity to present any new initiatives or have discussions related to the overall construction of the budget. He replied to **Council Member Comerford** earlier comment related to her request to receive departmental budget information stating, the town has approximately 15 departments with several divisions. When budgets are submitted to the Finance Department, it takes time for the Finance staff to convert the information in a workable format, review the submitted information and ensure quality control. This process does not amend the budget request; it is simply a quality control measure. If the Finance Department had less of a burden placed upon them, it would be provided to Council in a timely manner.

As soon as the Finance Department has reviewed the budgets, and he has had an opportunity as well to review the submitted request, he would make the information available to Council.

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

Mr. Mehta provided an update to Council on the legislative sessions stating he shared updates on three items previously, and two additional bill items were added to the list as provided below.

- **HB2404 (Prime Contracting)** – This is a bill that the Town has registered in opposition against since first dropped. The bill passed through committee last week on a party line vote (with two cities, Yuma and Goodyear, voting yes). The impact of this bill would invariably harm the revenue that is collected from tenant improvement projects within the town. The League will be meeting with contractors, who are the primary promulgator of this bill, to add additional clarity to the bill to minimize the negative financial harm it could do to cities and towns.
- **HB2493 (CFDs)** – This is a bill that the Town has registered in support of. This bill has passed through committee last week with unanimous support. The bill in its current form allows for additional board members on behalf of the developer to be optional, and allows for a 60-day review period of a CFD application.
- **SB1305 (FedEx Personal Delivery Devices)** – This is a bill that the Town registered in opposition of. Currently, the bill has gone through committee. A meeting was held on Monday, February 17 to discuss language that preempts cities and towns from regulating these devices within their boundaries. The league is remaining largely neutral on this bill, citing “all preemption is not necessarily bad”. Introduced by Rep. Livingston.
- ***HB2841 (Single Family Residential Overlay Bill)** – This bill essentially makes it mandatory for every city and town within Arizona to identify 30% of its vacant land that is zoned Single-family, and apply an overlay district to it that would allow owners/developers to develop at 15RAC by right. It also HEAVILY preempts cities and towns in several ways; it allows for an extremely fast turnaround time for developers to have their development plan reviewed for permitting (90 days), and excludes any input on design guidelines. If permit reviews are not completed within the 90-day review period, construction can proceed without permits or inspections. There is a proposed amendment to change the review period to 120 days that stipulates that building codes comply with state statute. Regarding fire sprinklers and apparatuses, allows cities/towns to withhold a C of O for failure to comply with objective health and safety requirements, and specifies that the bill does not grant new authority to regulate residential subdivision developments or construction. AZ Homebuilders Assoc. is behind this bill. Introduced by Representative Kern.
- ***HB2830 (Traffic Stops, Police Cars, and Uniforms Bill)** – This bill stipulates that all traffic stops must be done by officers in uniforms in marked police vehicles. While that seems good, the bill would create a great complication in the

execution of undercover operations, as well as for DUI enforcement. Proposed by Rep Granthem and co-sponsored by Finchem. C.

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, consideration and possible interviews of candidates for appointment to the Board of Adjustment.

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 Bowen second the motion adjourning the meeting. Motion passes, 6-0. Meeting adjourned at 8:16 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on February 18, 2020. I further certify that a quorum was present.

Cherry L. Lawson, Town Clerk



Council-Regular Meeting

L1

Meeting Date: 03/03/2020

To: Mayor and Council

Submitted For: Cherry L. Lawson, Town Clerk

From: Suzanne Sutherland, Executive Assistant to the Town Clerk

Date: March 3, 2020

Strategic Plan Focus Area:

Not Applicable

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a new series #12 Restaurant liquor license application submitted by Yanling Lin on behalf of Sushi Cortaro, located at 8225 N. Courtney Page Way #141 Marana, Arizona 85743 (Cherry L. Lawson)

Discussion:

This application is for a series #12 Restaurant liquor license at Sushi Cortaro, located at 8225 N. Courtney Page Way #141 Marana, Arizona 85743.

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

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

The Town Council must enter an order recommending approval or disapproval of the application within 60 days after filing of the application. Pursuant to state statute, a

license will only be issued after a satisfactory showing of the capability, qualifications and reliability of the applicant and “in all proceedings before the town council, the applicant bears the burden of showing that the public convenience requires and that the best interests of the community will be substantially served by the issuance of a license.”

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

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

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

Staff Recommendation:

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

Suggested Motion:

OPTION 1: I move to adopt and submit to the DLLC an order recommending approval of a new series #12 Restaurant liquor license application submitted by Yanling Lin on behalf of Sushi Cortaro, located at 8225 N. Courtney Page Way #141 Marana, Arizona 85743.

OPTION 2: I move to adopt and submit to the DLLC an order recommending disapproval of a new series #12 Restaurant liquor license application submitted by Yanling Lin on behalf of Sushi Cortaro, located at 8225 N. Courtney Page Way #141 Marana, Arizona 85743.

Attachments

Application

Affidavit of Posting

Local Governing Body Recommendation

Descriptions of Common Types of Liquor Licenses

State of Arizona
Department of Liquor Licenses and Control

Created 01/28/2020 @ 09:01:05 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	SUSHI CORTARO		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	8225 N COURTNEY PAGE WAY #141 MARANA, AZ 85743 USA		
Mailing Address:	8225 N COURTNEY PAGE WAY #141 MARANA, AZ 85743 USA		
Phone:	[REDACTED]		
Alt. Phone:	[REDACTED]		
Email:	[REDACTED]		

AGENT

Name:	YANLING LIN
Gender:	Female
Correspondence Address:	8225 N COURTNEY PAGE WAY #141 MARANA, AZ 85743 USA
Phone:	[REDACTED]
Alt. Phone:	[REDACTED]
Email:	[REDACTED]

OWNER

Name: SUSHIAZ LLC
Contact Name: YANLING LIN
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23047798 State of Incorporation: AZ
Incorporation Date: 01/08/2020
Correspondence Address: 8225 N COURTNEY PAGE WAY
#141
MARANA, AZ 85743
USA

Phone:
Alt. Phone:
Email:

Officers / Stockholders

Name:	Title:	% Interest:
YANLING LIN	MANAGER,STOCKHOLDER	100.00

SUSHIAZ LLC - MANAGER,STOCKHOLDER

Name: YANLING LIN
Gender: Female
Correspondence Address: 8225 N COURTNEY PAGE WAY
#141
MARANA, AZ 85743
USA

Phone:
Alt. Phone:
Email:

MANAGERS

Name: YANLING LIN
Gender: Female
Correspondence Address: 8225 N COURTNEY PAGE WAY
#141
MARANA, AZ 85743
USA

Phone:
Alt. Phone:
Email:

APPLICATION INFORMATION

Application Number: 94138
Application Type: New Application
Created Date: 01/10/2020

Aizee Pama
QUESTIONS & ANSWERS

- 1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01. Would you like to apply for an Interim Permit?
If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window.
Yes
- 2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.
Yes
- 5) Are you a tenant? (A person who holds the lease of a property; a lessee)
Yes
A Document of type LEASE is required.
- 6) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
Loss of \$4500.00 security deposit and Landlord Lockout
- 7) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
No
- 8) Are you the owner?
No
- 9) Are you a purchaser? [REDACTED]
No
- 10) Are you a management company?
No
- 11) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 12) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
None-Capital Contribution
- 13) Have you provided a diagram of your premises?
Yes
- 14) Is there a drive through window on the premises?
No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
None
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 17) Have you provided a Restaurant Operation Plan form?
Yes
- 18) Have you provided a Records Required for Audit form?
Yes

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
MENU	Drink Menu.pdf	01/10/2020
DIAGRAM/FLOOR PLAN	Floor Plan.pdf	01/10/2020
MENU	Food Menu.pdf	01/10/2020
RECORDS REQUIRED FOR AUDIT	Rec Req for Audit.pdf	01/10/2020
RESTAURANT OPERATION PLAN	Rest Op Plan.pdf	01/10/2020
LEASE	Sect. 5.pdf	01/10/2020
QUESTIONNAIRE	Yanling Q ASF US Passport.pdf	01/10/2020

State of Arizona
Department of Liquor Licenses and Control

Created 01/28/2020 @ 09:27:32 AM

Local Governing Body Report

LICENSE

Number:	INP100010068	Type:	INP INTERIM PERMIT
Name:	SUSHI CORTARO		
State:	Active		
Issue Date:	01/28/2020	Expiration Date:	05/12/2020
Original Issue Date:	01/28/2020		
Location:	8225 N COURTNEY PAGE WAY #141 MARANA, AZ 85743 USA		
Mailing Address:	8225 N COURTNEY PAGE WAY #141 MARANA, AZ 85743 USA		
Phone:	[REDACTED]		
Alt. Phone:	[REDACTED]		
Email:	[REDACTED]		

AGENT

Name:	YANLING LIN
Gender:	Female
Correspondence Address:	8225 N COURTNEY PAGE WAY #141 MARANA, AZ 85743 USA
Phone:	[REDACTED]
Alt. Phone:	[REDACTED]
Email:	[REDACTED]

OWNER

Name: SUSHIAZ LLC
Contact Name: YANLING LIN
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23047798 State of Incorporation: AZ
Incorporation Date: 01/08/2020
Correspondence Address: 8225 N COURTNEY PAGE WAY
#141
MARANA, AZ 85743
USA

Phone:
Alt. Phone:
Email:

Officers / Stockholders

Name:	Title:	% Interest:
YANLING LIN	MANAGER,STOCKHOLDER	100.00
	R	

SUSHIAZ LLC - MANAGER,STOCKHOLDER

Name: YANLING LIN
Gender: Female
Correspondence Address: 8225 N COURTNEY PAGE WAY
#141
MARANA, AZ 85743
USA

Phone:
Alt. Phone:
Email:

MANAGERS

Name: YANLING LIN
Gender: Female
Correspondence Address: 8225 N COURTNEY PAGE WAY
#141
MARANA, AZ 85743
USA

Phone:
Alt. Phone:
Email:

APPLICATION INFORMATION

Application Number: 94139
Application Type: New Application
Created Date: 01/10/2020

ZiZee Panna

QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location
12104497
- 2) Is the license currently in use? ☐
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page?
Yes
A Document of type INTERIM NOTARY PAGE is required.

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
INTERIM NOTARY PAGE	Sect. 5.pdf	01/10/2020

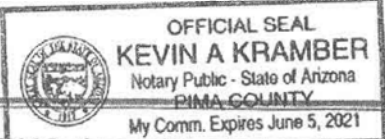
20 JAN 28 197, L.C. RM 9 34

SECTION 5 Interim Permit

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

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

1. Enter license number currently at the location: 12104497
2. Is the license currently in use? ☒ Yes ☐ No If no, how long has it been out of use? N/A

NOTARY	
I (Print Full Name) <u>YUK CHAO CHENG</u> hereby declare that I am the Individual Owner, Agent, or Controlling Person on the stated license and location.	
Signature: <u>CHENG YUK CHAO</u>	State of <u>Arizona</u> County of <u>Pima</u>
The foregoing instrument was acknowledged before me this <u>10th</u> Day of <u>January</u> , 20 <u>20</u>	
My Commission Expires on: <u>06/05/2021</u>	Day Month Year
Signature of Notary <u>[Signature]</u>	
	

SECTION 6 Background Check

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

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

- a) Date incorporated/Organized: _____ State where incorporated/Organized: _____
- b) AZ Corporation or AZ LLC. File No: _____ Date authorized to do business in AZ: _____

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

Last	First	Middle	Title	%Owned	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

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

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

1. Current Licensee's Name: _____
(Exactly as it appears on the license) Last First Middle
2. Assignee's Name: _____
Last First Middle
3. License Number: _____

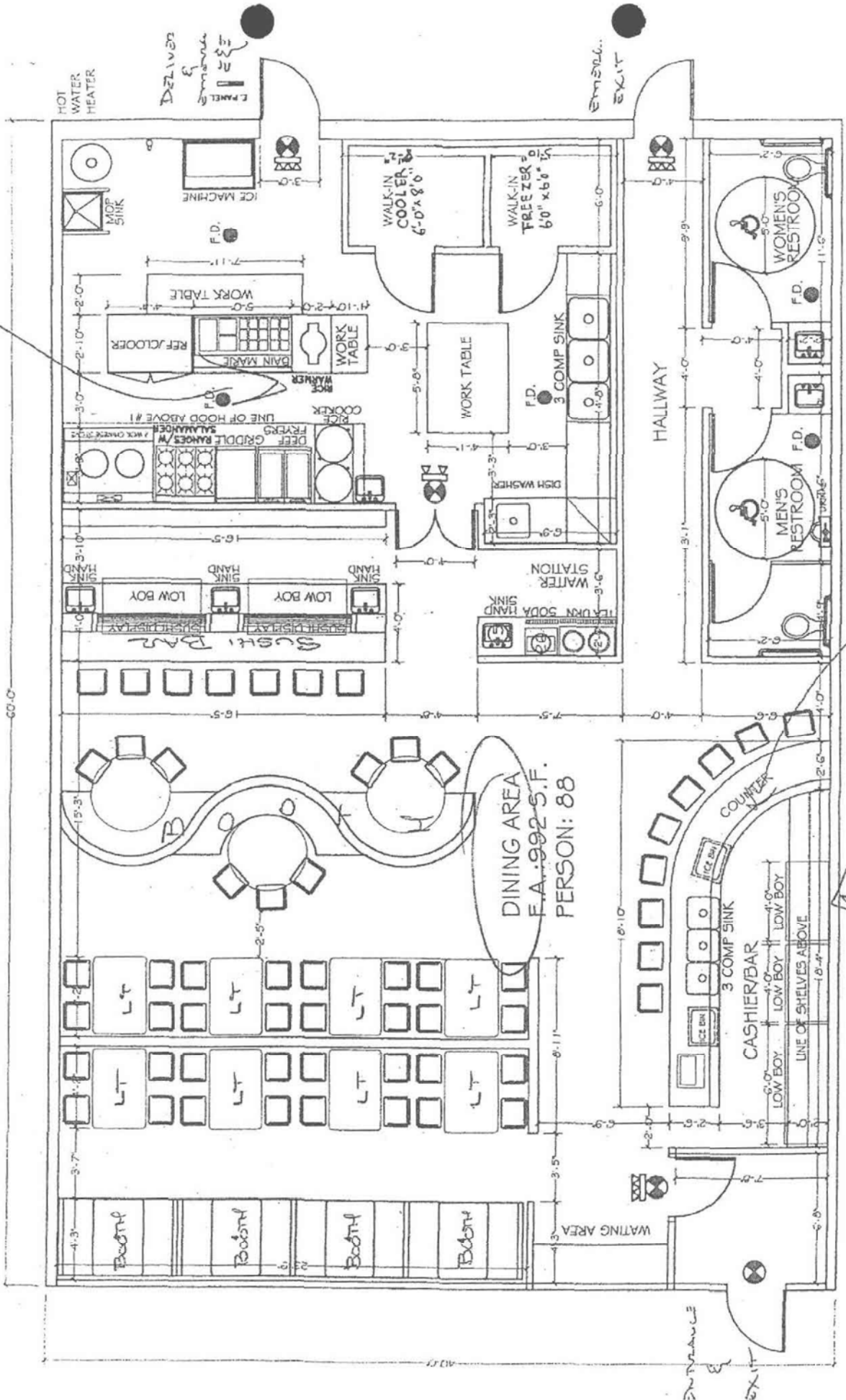
ATTACH A COPY OF THE DOCUMENT THAT SPECIFICALLY ASSIGNS THE LIQUOR LICENSE TO THE ASSIGNEE.

1/11/2018

page 2 of 6

Individuals requiring ADA accommodations please call (602) 542-2999

992
sq. ft



FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

Bar
Lounge

20 JAN 28 1994, L.C. PM 9:34



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: February 5, 2020 Date of Posting Removal: 2/25/2020

Applicant's Name: Lin Yanling
Last First Middle

Business Address: 8225 N. Courtney Page Way #141 Marana 85743
Street City Zip

License #: 12104497 / 94138

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

[Signature] 2/26/2020
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 #: 12104497/94138
(Circle one) (Arizona application #)
2. County of: Pima County City/Town/County #: LL2020-06
3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),

(Name of entertainment district) (Date of resolution to create the entertainment district)
- A boundary map of entertainment district must be attached.
4. The Marana Town Council at a Regular meeting held on the 3rd of
(Governing body) (Regular or special) (Day)
March, 2020 considered the application of Yanling Lin
(Month) (Year) (Name of applicant)
for a license to sell spirituous liquor at the premises described in application 12104497/94138,
(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 Yanling Lin
(Name of applicant)
to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended
for _____
(Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

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

Dated at _____ on _____, _____, _____
(Location) (Day) (Month) (Year)

(Printed name of city, town or county clerk)

(Signature of city, town or county clerk)

Department of Liquor Licenses and Control

Descriptions of Common Types of Liquor Licenses

Series 4 Wholesaler

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

Series 6 Bar

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

Series 7 Beer and Wine Bar

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

Series 9 Liquor Store

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

Department of Liquor Licenses and Control

Descriptions of Common Types of Liquor Licenses

Series 10 Beer and Wine Store

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

Series 11 Hotel/Motel

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

Series 12 Restaurant

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



Council-Regular Meeting

B1

Meeting Date: 03/03/2020

To: Mayor and Council

From: Heath Vescovi-Chiordi, Assistant to the Town Manager

Date: March 3, 2020

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:

Principle Statement 2: WE WILL APPROACH CITIZEN ENGAGEMENT IN UNIQUE AND CREATIVE WAYS.

Initiative 2: Evaluate and continuously improve the Marana Citizens' Forum and ensure Forum recommendations are implemented wherever possible.

Subject: Relating to Boards, Commissions and Committees; selecting the Marana Livability Index/Community Health Dashboard as the topic for the Marana Citizens' Forum Spring 2020 Session; or alternatively, selecting three potential topics for the Marana Citizens' Forum to choose from for the Spring 2020 Session topic (Heath Vescovi-Chiordi)

Discussion:

The Marana Citizens' Forum was established by the Town Council to discuss, deliberate, and make recommendations back to Council on matters that are important to our community. Generally, topics of interest are compiled and presented by Town Staff to the Town Council to then narrow down the list to the top three topics. The Marana Citizens' Forum then selects one of the Council's recommended topics.

Alternatively, the Town Council may also suggest a single topic for the Citizens' Forum to consider if the topic is of high importance at that time, or if input from the citizen body could be used in planning efforts - as was done with the Make Marana 2040 General Plan and the Transportation Connectivity and Infrastructure topics.

It is Town Staff's recommendation that a single topic on creating a Marana Livability Index/Community Health Dashboard be forwarded to the Citizens' Forum for the Spring 2020 Session. If approved by Town Council, the citizen body will discuss aspects

of the creation of such an index/dashboard, how to make it available to the community for consumption, design of the dashboard, and potential uses of the completed dashboard.

There are two main reasons to consider this specific topic for the 2020 Citizens' Forum. The first is that it immediately follows the topics of the 2040 General Plan and the Transportation Master Plan topics. Recommendations made on this suggested topic would act as a definitive indicator of the success of the Forum's past recommendations, but also of the success of the creation and implementation of those two plans.

Secondly, the creation of a Marana Livability Index/Community Health Dashboard has the potential to create a direct line of consistent input for the community at large to tell us what they value, how we are performing, and how/where we can improve our delivery of services and customer service. This can be used to help guide policy and projects on a Town-wide level, and gives more input to the citizens to have their voices heard.

If Council chooses to select *Marana Livability Index/Community Health Dashboard* as the topic for the Spring 2020 Citizens' Forum Session, this will allow the Citizens' Forum to act as a key component in crafting citizen-driven recommendations on the health of our community and the quality of our services, and to:

- Enable continuous and constructive communication through the process
- Build consensus and create buy-in
- Support future service delivery projects for the Town of Marana
- Facilitate community-based recommendations and feedback

In the alternative, if the Council does not wish to choose Marana Livability Index/Community Health Dashboard as the Spring 2020 topic, staff has provided a list of other potential topics. If this method of topic selection is chosen, each Council Member will be asked to rate his or her top three choices. Votes will then be tallied, and the top choices will be presented to the Forum delegates at their Orientation meeting for Spring 2020. The Delegates will decide on their top choice for deliberation during the session.

Staff Recommendation:

Staff recommends selecting the Marana Livability Index/Community Health Dashboard topic for the Spring 2020 Marana Citizens' Forum Session.

Suggested Motion:

Option 1:

I move to select the Marana Livability Index/Community Health Dashboard as the topic for the Spring 2020 Marana Citizens' Forum Session.

OR

Option 2:

No motion is necessary. After tallying the Council Members' topic selections, staff will forward the top three topics to the Forum for the Spring 2020 session.

Attachments

No file(s) attached.



Council-Regular Meeting

A1

Meeting Date: 03/03/2020

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: March 3, 2020

Strategic Plan Focus Area:

Commerce, Community, Heritage, Recreation, Progress & Innovation

Strategic Plan Focus Area Additional Info:

The ability to set the Town's expenditure limitation at the local level under the Home Rule Option is critical in providing essential services described in all sections of the Town's Strategic Plan.

Subject: **PUBLIC HEARING:** Relating to Alternative Expenditure Limitation (Home Rule Option); public hearing pursuant to A.R.S. section 41-563.01 regarding the proposed extension of the alternative expenditure limitation for the Town of Marana (Yiannis Kalaitzidis)

Resolution No. 2020-023: Relating to Alternative Expenditure Limitation; proposing an extension of the alternative expenditure limitation for the Town of Marana (Yiannis Kalaitzidis)

Discussion:

The Arizona Constitution and Arizona Revised Statutes impose an annual expenditure limitation on Arizona cities and towns. Article IX of the Arizona Constitution also allows for a city or town to adopt a local alternative expenditure limitation, or Home Rule Option, with the approval of the majority of the qualified voters of the city or town. The Home Rule Option allows the community to determine what its spending limits will be at the local level rather than the formula-based limit imposed by the State of Arizona. Under the Home Rule Option, if approved, total expenditures for the city or town are determined at the time of budget adoption and may exceed those imposed by the State of Arizona. The Home Rule Option is in effect for four consecutive years once it is approved.

In 1985, and every four years thereafter, the residents of the Town of Marana voted to adopt the Home Rule Option. The current Home Rule Option was passed on November

8, 2016, and is in effect through fiscal year 2020-2021. As required by the consolidated elections law, this item will be considered at the same time as candidate elections which will occur this calendar year.

Without the Home Rule Option, Town expenditures may not exceed those set forth in the State Constitution. The State's limitation is determined by an expenditure base that was established in 1979-80, adjusted for inflation and population growth over the years.

For example, the estimated State imposed limitation, including estimated constitutionally excludable expenditures, for fiscal year 2021-2022 is \$75,763,332, while the Town's estimated expenditure limitation under the Home Rule Option, based upon estimated revenues, is \$139,453,470. That represents an estimated \$63,690,138 reduction in estimated expenditures.

The example above clearly illustrates the importance of the Home Rule Option. This is especially true for faster growing communities like Marana. Without the Home Rule Option, the Town would be mandated to cut expenditures and services like street maintenance, public safety, community development, and parks and recreation programs to comply with the State imposed limitation despite receiving revenues well in excess of the limitation. The worksheets attached to this item provide a more detailed analysis of the aforementioned calculations.

Prior to scheduling an election for the Home Rule Option, the Council must conduct at least two public hearings. All required notices of public hearings were properly posted in accordance with State Statute. This is the second of two public hearings on the Alternative Expenditure Limitation, after which the Council may consider the adoption of a resolution authorizing the Home Rule Option to be submitted to the voters of the Town of Marana.

With approval of the Council, residents of the Town will be asked to vote on the Home Rule Option on the August 4, 2020 Primary Election ballot. If the ballot measure passes, the Home Rule Option will take effect for fiscal years 2021-22 through 2024-2025.

Financial Impact:

The Home Rule Option allows the community to set the expenditure limit at the local level based upon existing resources. Without the Home Rule Option, the Town would be mandated to cut expenditures and services like street maintenance, public safety, community development, and parks and recreation programs to comply with the State imposed limitation. Revenues received in excess of the State imposed limit could not be spent on essential services.

Staff Recommendation:

Staff recommends the approval of Resolution No. 2020-023.

Suggested Motion:

I move to adopt Resolution No. 2020-023, proposing an extension of the alternative expenditure limitation for the Town of Marana.

Attachments

Resolution No. 2020-023

Summary and Detailed Analysis Schedules Draft

MARANA RESOLUTION NO. 2020-023

RELATING TO ALTERNATIVE EXPENDITURE LIMITATION; PROPOSING AN EXTENSION OF THE ALTERNATIVE EXPENDITURE LIMITATION FOR THE TOWN OF MARANA

WHEREAS the Arizona State Constitution imposes a limitation on the expenditures of a town, but permits a town to refer to its voters an Alternative Expenditure Limitation; and

WHEREAS the voters of the Town of Marana in 1985 adopted an Alternative Expenditure Limitation and have voted to extend such Alternative Expenditure Limitation from time to time, most recently in 2016; and

WHEREAS the Town Council of Marana, after two public hearings, has determined that an extension of the Alternative Expenditure Limitation is necessary for the Town of Marana.

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

SECTION 1. The following Alternative Expenditure Limitation shall be submitted to the voters of the Town of Marana at the Primary Election to be held on August 4, 2020:

Shall the following be adopted by the Town of Marana as an Alternative Expenditure Limitation:

“The Mayor and Council of the Town of Marana shall annually, as part of the annual budget adoption process, adopt an alternative expenditure limitation equal to the total amount of budgeted expenditures/expenses as it appears on the annual budget as adopted by the Council to apply to the Town of Marana for each of the four fiscal years immediately following adoption of the alternative expenditure limitation. The alternative expenditure limitation shall be adopted each year after a public hearing at which the citizens of the Town of Marana may comment on the proposed alternative limitation. No expenditures may be made in violation of such alternative expenditure limitation, nor may any proposed expenditures be in excess of estimated available revenues, except that the Mayor and Council may, by three-fourths vote, declare an emergency and suspend

the alternative expenditure limitation. The suspension of the alternative expenditure limitation shall be in effect for only one fiscal year at a time.”

SECTION 2. The Town Manager, Town Attorney, and Town Clerk are hereby directed and authorized to take such actions as are necessary or desirable to comply with all applicable laws and regulations relating to or necessary for the August 4, 2020 primary election, including without limitation any and all activities related to the preparation, printing and distribution of a publicity pamphlet as required by law, and to the execution of contracts necessary for the same.

SECTION 3. The Town Clerk is hereby authorized and directed to place a public notice in the *Daily Territorial*, notifying the public that arguments for and against the alternative expenditure limitation measure will be accepted by the Town Clerk no later than 5 P.M. on Wednesday, May 6, 2020.

SECTION 4. The Town Clerk is hereby authorized and directed to charge an amount of money to offset a portion of the proportionate cost of the paper and printing of the arguments received for and against the measure, as provided in A.R.S. §19-124(D), and in the Town’s comprehensive fee schedule.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 3rd day of March, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

**ALTERNATIVE EXPENDITURE LIMITATION
(Home Rule Option)
SUMMARY ANALYSIS**

The voters of the Town of Marana on November 8, 2016 adopted an alternative expenditure limitation (Home Rule Option). The purpose of this election is for the continued use of the Home Rule Option.

Pursuant to the Arizona State Constitution, the Town of Marana seeks voter approval to adopt a Home Rule Option to apply to the town for the next four years beginning in 2021-2022. Under a Home Rule Option if approved by the voters, the town estimates it will be allowed to expend approximately \$139,453,470 in 2021-2022, \$115,299,188 in 2022-2023, \$117,834,509 in 2023-2024 and \$107,137,202 in 2024-2025.

With approval of the Home Rule Option, the town will utilize the expenditure authority for all local budgetary purposes including general government, public safety, highways and streets, economic and community development, culture and recreation, water utility, wastewater utility, airport, debt service and capital improvement projects.

Under the state-imposed limitation the town estimates it will be allowed to expend approximately \$75,763,332 in 2021-2022, \$45,875,971 in 2022-2023, \$60,031,399 in 2023-2024 and \$56,005,742 in 2024-2025 for the operation of your local government. These expenditure estimates include expenditures of constitutionally excludable revenues.

The amount of revenue estimated to be available to fund the operation of your town government is \$139,453,470 in 2021-2022, \$115,299,188 in 2022-2023, \$117,834,509 in 2023-2024 and \$107,137,202 in 2024-2025. These revenue estimates are the same under the Home Rule Option or the state-imposed expenditure limitation.

Any and all dollar figures presented in this summary are estimates only and are based upon information available at the time of preparation of this analysis. The budget and actual expenditures in any of the four years may be more or less than the expenditures noted above depending on available revenue.

If no alternative expenditure limitation is approved, the state-imposed expenditure limitation will apply to the town.

**ALTERNATIVE EXPENDITURE LIMITATION
(Home Rule Option)
SUMMARY ANALYSIS WORKSHEET**

POPULATION FACTOR COMPUTATION

Fiscal Year	Prior Fiscal Year Population	/	1978 Population	=	Population Factor
2021-2022	51,000	/	1,425	=	35.7895
2022-2023	52,600	/	1,425	=	33.9123
2023-2024	54,300	/	1,425	=	38.1053
2024-2025	55,900	/	1,425	=	39.2281

STATE-IMPOSED EXPENDITURE LIMITATION

Fiscal Year	1979-80 Base Limit	x	Population Factor	x	Inflation Factor	=	Projected State- Imposed Expenditure Limitation	+	Estimated Exclusions	=	Total Expenditures Under State- Imposed Limit
2021-2022	\$ 202,239	x	35.7895	x	3.2190	=	\$ 23,299,227	+	\$ 52,464,105	=	\$ 75,763,332
2022-2023	202,239	x	33.9123	x	3.2998	=	24,633,359	+	21,242,612	=	45,875,971
2023-2024	202,239	x	38.1053	x	3.3840	=	26,078,382	+	33,953,017	=	60,031,399
2024-2025	\$ 202,239	x	39.2281	x	3.4695	=	\$ 27,525,111	+	\$ 28,480,631	=	\$ 56,005,742

**ALTERNATIVE EXPENDITURE LIMITATION
(Home Rule Option)
DETAILED ANALYSIS**

Pursuant to the Arizona State Constitution, the Town of Marana as authorized by Resolution No. 2020-_____ passed on _____, 20__ will seek voter approval to adopt an alternative expenditure limitation (Home Rule Option) to apply to the Town for the next four years beginning in 2021-2021.

Under a Home Rule Option if approved by the voters, the town estimates it will be allowed to expend approximately \$139,453,470 in 2021-2022, \$115,299,188 in 2022-2023, \$117,834,509 in 2023-2024 and \$107,137,202 in 2024-2025.

With approval of the Home Rule Option, the town will utilize the expenditure authority for all local budgetary purposes including general government, public safety, highways and streets, economic and community development, culture and recreation, water utility, wastewater utility, airport, debt service and capital improvement projects. We estimate that the expenditures for the next four years under the Home Rule Option will be as follows:

ESTIMATED AMOUNTS TO BE EXPENDED IN SPECIFIC AREAS

Purpose	2021-2022	2022-2023	2023-2024	2024-2025
General Government	\$ 24,193,385	\$ 24,677,253	\$ 25,170,798	\$ 25,674,214
Public Safety	19,282,457	19,668,106	20,061,468	20,462,697
Highways and Streets	10,694,341	10,908,228	11,126,393	11,348,921
Economic and Community Development	6,110,405	6,232,613	6,357,265	6,484,410
Culture and Recreation	5,133,573	5,236,244	5,340,969	5,447,788
Water Utility	6,951,588	7,090,620	7,232,432	7,377,081
Wastewater Utility	2,335,496	2,382,206	2,429,850	2,478,447
Airport	646,187	659,111	672,293	685,739
Debt Service	10,807,815	10,760,600	10,664,684	10,571,405
Capital Improvement Projects	53,298,223	27,684,207	28,778,357	16,606,500
Total Expenditures	\$139,453,470	\$ 115,299,188	\$ 117,834,509	\$ 107,137,202

If approved, the expenditures authorized will be funded from revenues obtained from federal, state and local sources. It is estimated that the amount of revenue from each source for the next four years will be as follows:

ESTIMATED AMOUNTS OF REVENUE FROM EACH AND ANY SOURCE

Source	2021-2022	2022-2023	2023-2024	2024-2025
Federal	\$ 23,415,961	\$ 8,535,177	\$ 14,996,754	\$ 1,568,897
State	20,417,735	20,826,090	21,242,612	21,667,464
Local	95,619,774	85,937,921	81,595,143	83,900,841
Total Expenditures	\$ 139,453,470	\$ 115,299,188	\$ 117,834,509	\$ 107,137,202

(The town property tax shall be limited to the amount prescribed in the Arizona State Constitution).

In determining the revenue sources to fund the authorized additional expenditures under the alternative expenditure limitation, it is assumed that the federal, state and local revenues received by the town will continue to be available in 2021-2022 as they have for the past four years. Their continued availability is also assumed for the next three consecutive years following 2021-2022.

Any and all dollar figures shown in this analysis are estimated figures only and are based upon information available at the time of preparation of this report. The budgets and actual expenditures in any given year may be more or less than the figures noted above depending on available revenues. The actual expenditure limitation for each fiscal year shall be adopted as an integral part of the budget for that fiscal year.



Council-Regular Meeting

A2

Meeting Date: 03/03/2020

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: March 3, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-024; Relating to Real Estate; reclassifying and designating certain Town-owned land intersecting the north right-of-way line of Avra Valley Road immediately east of the Marana Regional Airport as public right-of-way named "Air Commerce Way" (Frank Cassidy)

Discussion:

A Town-constructed road intersects Avra Valley Road and accesses Town-owned land east of Marana Regional Airport. The Town has sold a strip of land east of the road and two nearby well sites to the Metropolitan Domestic Water Improvement District (Metro Water), which will be used in connection with the joint Metro Water, Town of Marana, and Town of Oro Valley Northwest Recharge Recovery and Delivery System (NWRDRS) project. For simplicity, the strip of land and the two well sites are referred to as the Metro Water NWRDRS Assets.

Metro Water has requested access for it and its contractors from the road to the Metro Water NWRDRS Assets. Town staff has determined that the easiest way grant this access is to designate the first approximately 190-foot length of the road located immediately west of the Metro Water NWRDRS Assets as public right-of-way. This proposed resolution accomplishes this objective.

The Town has informally called the road "Airport Road." Now that a portion of the road is being formally designated as public right-of-way, the Town needs to name the road. The name "Airport Road" is not available, because it conflicts with an existing road name. Town staff recommends that the road be formally named "Air Commerce Way," in anticipation that the road will eventually lead to a future Marana Regional Airport terminal building and to future businesses. Town staff has confirmed the availability of

"Air Commerce Way" as a formal street name.

Staff Recommendation:

Town staff recommends adoption of Resolution No. 2020-024, reclassifying and designating certain Town-owned land intersecting the north right-of-way line of Avra Valley Road immediately east of the Marana Regional Airport as public right-of-way named "Air Commerce Way."

Suggested Motion:

I move to adopt Resolution No. 2020-024, reclassifying and designating certain Town-owned land intersecting the north right-of-way line of Avra Valley Road immediately east of the Marana Regional Airport as public right-of-way named "Air Commerce Way."

Attachments

Resolution No. 2020-024

Air Commerce Way legal and depiction

MARANA RESOLUTION NO. 2020-024

RELATING TO REAL ESTATE; RECLASSIFYING AND DESIGNATING CERTAIN TOWN-OWNED LAND INTERSECTING THE NORTH RIGHT-OF-WAY LINE OF AVRA VALLEY ROAD IMMEDIATELY EAST OF THE MARANA REGIONAL AIRPORT AS PUBLIC RIGHT-OF-WAY NAMED "AIR COMMERCE WAY"

WHEREAS the Town of Marana owns certain land north of Avra Valley Road east of Marana Regional Airport legally described and depicted in the legal description and depiction attached to and incorporated by this reference into this resolution as Exhibit "A" and Exhibit "A-1" respectively (the "Subject Land"); and

WHEREAS the Mayor and Council of the Town of Marana find that the public interests are served by reclassifying and designating the Subject Land as Air Commerce Way public right-of-way.

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

SECTION 1. The Subject Land, being the Town-owned land legally described on Exhibit "A" and depicted on Exhibit "A-1" attached to and incorporated by this reference in this resolution, is hereby reclassified and designated as public right-of-way named "Air Commerce Way."

SECTION 2. The Town Engineer and town staff are hereby authorized to take all other actions and execute all other documentation necessary to carry out this resolution.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 3rd day of March, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

EXHIBIT "A"
LEGAL DESCRIPTION
FOR
AIR COMMERCE WAY
RIGHT OF WAY

A PARCEL OF LAND SITUATED IN SECTION 10, TOWNSHIP 12 SOUTH, RANGE 11 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 10, FROM WHICH THE WEST QUARTER CORNER BEARS SOUTH 89 DEGREES 24 MINUTES 15 SECONDS WEST, 5279.48 FEET;

THENCE SOUTH 89 DEGREES 24 MINUTES 15 SECONDS WEST, ALONG AND WITH THE EAST-WEST MID-SECTION LINE OF SAID SECTION 10, 1487.98 FEET;

THENCE NORTH 00 DEGREES 35 MINUTES 45 SECONDS WEST, 50.00 FEET TO THE NORTH RIGHT OF WAY LINE OF AVRA VALLEY ROAD AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE ALONG AND WITH SAID RIGHT OF WAY LINE, SOUTH 89 DEGREES 24 MINUTES 15 SECONDS WEST, 134.00 FEET;

THENCE NORTH 00 DEGREES 31 MINUTES 41 SECONDS WEST, 190.16 FEET;

THENCE NORTH 89 DEGREES 28 MINUTES 19 SECONDS EAST, 133.77 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN SEQUENCE 20180650715 AND LYING IN THE WEST LINE OF THAT CERTAIN PARCEL DESCRIBED IN SEQUENCE 20180650714;

THENCE ALONG AND WITH SAID WEST LINE, SOUTH 00 DEGREES 35 MINUTES 45 SECONDS EAST, 199.00 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 25,488 SQUARE FEET OR 0.584 ACRES OF LAND, MORE OR LESS.

THE ATTACHED EXHIBIT 'A-1' IS TO BE INCLUDED AND MADE PART OF THIS DESCRIPTION.



AIR COMMERCE WAY ROW
Page 1 of 2

DIBBLE ENGINEERING
PROJECT NO. 1015069

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.

PARCEL AREA
25,488 SF OR
0.584 ACRES



NTS

TOWN OF
MARANA

SEC

METRO WTR
ACCESS ESMNT
SEQ 20180650715

20' ELEC ESMNT
DKT 13552 PG 188

AIR COMMERCE WAY

55' FEE STRIP
METRO WTR
SEQ 20180650714

PROPERTY
LINE

CAP ROW
RS BK 33, PG 32
APN 215-10-051Q
STATE OF AZ

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N00°35'45"W	50.00'
L2	S89°24'15"W	134.00'
L3	N00°31'41"W	190.16'
L4	N89°28'19"E	133.77'
L5	S00°35'45"E	190.00'

POINT OF
BEGINNING

AVRA VALLEY RD

S89°24'15"W
BASIS OF BEARINGS

FD BRASS CAP FLUSH
W 1/4 COR, SEC 10
T12S, R11E

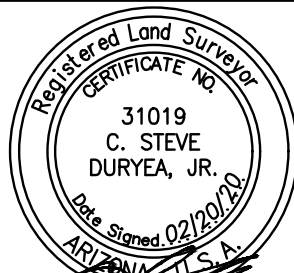
1487.98'

EAST-WEST
MID-SECTION LINE

FD BRASS CAP FLUSH
E 1/4 COR, SEC 10
T12S, R11E
POINT OF COMMENCEMENT



**Dibble
Engineering**



Dibble Engineering
Project No 1015069

EXHIBIT "A-1"
AIR COMMERCE WAY RIGHT OF WAY
A PORTION OF SECTION 10, T12S, R11E,
GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

DATE: JAN 2020
DRN: CSD
CHK: BAR

PAGE 2 OF 2



Council-Regular Meeting

A3

Meeting Date: 03/03/2020

To: Mayor and Council

From: David Udall, Associate Town Attorney

Date: March 3, 2020

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2020-025: Relating to Utilities; approving and authorizing the Mayor to sign an Agreement for Construction of Water Facilities under Private Contract for The Preserve at Twin Peaks subdivision (David L. Udall)

Discussion:

The Preserve at Twin Peaks is a 190-lot subdivision located just west of Twin Peaks Road and southeast of Camino De Manana. This agenda item presents a water infrastructure construction agreement for The Preserve at Twin Peaks subdivision pursuant to Marana Town Code Section 14-4-3. If approved, this agreement will require the developer to construct the water infrastructure necessary to serve The Preserve at Twin Peaks subdivision, including a water manifold oversized to serve future development in the same water pressure zone. The agreement will also provide for fair-share reimbursement to the developer from other new water customers in the same water pressure zone for a period of 15 years or until the developer receives its total reimbursement under the terms of the agreement, whichever happens first. This reimbursement is accomplished with an "oversizing recovery charge" authorized by Marana Town Code section 14-4-3 (C). The agreement requires the Town to reimburse the oversizing cost for the manifold twice annually, and the total reimbursement is currently estimated to be \$102,205.95.

The Town has also acquired a utility easement it shares with Pima County that is located along the east side of Twin Peaks Road from where it intersects with Blue Bonnet Road to where it intersects with Tangerine Road. As part of this agreement, the developer has agreed to reimburse the Town \$16,538.68 for the developer's use of the utility easement prior to the Town's acceptance of the constructed water infrastructure.

Financial Impact:

Fiscal Year: 2020
Budgeted Y/N: Y
Amount: \$100,000

The Department budget includes an amount for such payments within the operating budget. Only a very small amount may be paid under this agreement during the current fiscal year.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2020-025, approving and authorizing the Mayor to sign the Agreement for Construction of Water Facilities under Private Contract for The Preserve at Twin Peaks subdivision.

Suggested Motion:

I move to adopt Resolution No. 2020-025, approving and authorizing the Mayor to sign the Agreement for Construction of Water Facilities under Private Contract for The Preserve at Twin Peaks subdivision.

Attachments

Resolution No. 2020-025
The Preserve at Twin Peaks WSA

MARANA RESOLUTION NO. 2020-025

RELATING TO UTILITIES; APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES UNDER PRIVATE CONTRACT FOR THE PRESERVE AT TWIN PEAKS SUBDIVISION

WHEREAS the Town of Marana adopted Resolution No. 2020-020 on March 3, 2020, approving the Final Plat of The Preserve at Twin Peaks Lots 1 through 190 and Common Areas "A" through "C," recorded in the office of the Recorder of Pima County, Arizona, on _____, 2020 at Sequence _____ ("The Preserve at Twin Peaks Subdivision"); and

WHEREAS Town staff has negotiated an Agreement for Construction of Water Facilities under Private Contract for The Preserve at Twin Peaks Subdivision; and

WHEREAS the Mayor and Council find that the terms and conditions of the agreement are in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Agreement for Construction of Water Facilities under Private Contract for The Preserve at Twin Peaks Subdivision in substantially the form included with the agenda backup material accompanying this resolution is hereby approved and the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the agreement.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 3rd day of March, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

**TOWN OF MARANA
AGREEMENT FOR CONSTRUCTION OF WATER
FACILITIES UNDER PRIVATE CONTRACT**

The Preserve at Twin Peaks Subdivision

THIS AGREEMENT (this “Agreement”) is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the “Town”), and LENNAR ARIZONA, INC., an Arizona corporation (the “Applicant”). The Town and the Applicant are sometimes collectively referred to as the “Parties,” each of which is sometimes individually referred to as a “Party.”

RECITALS

A. This Agreement is entered into and authorized pursuant to Title 14 of the Marana Town Code as it may be amended from time to time (“Marana Town Code Title 14”).

B. The Applicant desires for the Town to provide water service to the land described and depicted on the Final Plat of The Preserve at Twin Peaks Lots 1 through 190 and Common Areas “A” through “D,” recorded in the office of the Recorder of Pima County, Arizona, on _____, at Sequence _____ (“The Preserve at Twin Peaks Subdivision”).

C. The Applicant is the sole beneficiary of TITLE SECURITY AGENCY, a Delaware limited liability company, as trustee under Trust No. 201832–S (the “Lennar Trust”), and is the original subdivider of The Preserve at Twin Peaks Subdivision.

D. The Final Plat of The Preserve at Twin Peaks Subdivision dedicates to the Town upon recording public utility easements and certain other property rights located within The Preserve at Twin Peaks Subdivision. The lots and other property rights retained by the Lennar Trust after recording the plat are referred to in this Agreement as the “Subject Property.”

E. As a condition of securing water service from the Town for the Subject Property, the Applicant agrees to install those certain water infrastructure improvements (the “Applicant-Installed Facility”) in accordance with the required plans, specifications, and materials as outlined and depicted in the Water Plan for Preserve at Twin Peaks Offsite Public 16”, Zone B Transmission Main, Plan No. ENG1907-001, sealed by the WLB Group on December 16, 2019 and approved by the Town of Marana Water Director on _____ (the “Facility Plan”), which is on file in the office of the Town of Marana Water Utility.

F. If constructed as designed, the Applicant-Installed Facility will include elements and capacity sufficient to serve other new Town customers, and to that extent the Parties wish to provide for partial reimbursement to the Applicant in accordance with Marana Town Code section 14-4-3 (capacity requirements).

G. If constructed as designed, the current total estimated construction cost for the Applicant-Installed Facility is \$186,269.50.

H. The Town has entered into an Intergovernmental Agreement between Pima County and the Town of Marana for Cost Sharing Related to the Twin Peaks Utility Easement, which was adopted by the Marana Town Council in Marana Resolution No. 2019-015, Pima County Contract No. CTN-WW-19-193, effective June 4, 2019 (the “Utility Easement Agreement”), in order to co-operatively acquire necessary water easements for the Town and sewer easements for Pima County.

I. Through the Utility Easement Agreement, the Town acquired permanent easements of sufficient size for water utilities (the “Utility Easement”) at a cost of \$184,463.54.

J. The Utility Easement is located along the east side of Twin Peaks Road from where it intersects with Blue Bonnet Road to where it intersects with Tangerine Road, as depicted in the Utility Easement Agreement on file with the office of the Town of Marana Water Utility.

K. The Applicant-Installed Facility is planned to be partially located within the Utility Easement and then extend along Camino De Manana, as depicted in the Facility Plan.

L. As a result of the Applicant-Installed Facility being partially located within the Utility Easement, the Applicant has agreed to reimburse the Town for a portion of the Town’s expenses in acquiring the Utility Easement.

M. The office of the Town of Marana Water Utility presented the Applicant with two reimbursement options for constructing the Applicant-Installed Facility.

N. Option A recognizes only the estimated 421 equivalent demand units, as defined in subparagraph 1.10.4 of this Agreement (EDUs), that are within the B zone, with a total reimbursement potential of \$102,205.95 for the first 231 EDUs constructed within these zones at an oversizing recovery charge rate of \$442.45 per EDU (the “Option A Reimbursement Plan”).

O. Option B recognizes the estimated 852 EDUs that are within the B and C zones, with a total reimbursement potential of \$144,733.06 for the first 662 EDUs constructed within those zones at an oversizing recovery charge rate of \$218.63 per EDU.

P. The Applicant desires that the Town take ownership of, operate, and service the Applicant-Installed Facility.

Q. The Town is willing to accept the Applicant-Installed Facility and permit it to be connected to the Town water system provided it meets Town standards and the work is done in accordance with Town requirements.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth in this Agreement, the Parties hereby agree as follows:

1. The Applicant-Installed Facility

1.1. *Applicant installation of the Applicant-Installed Facility.* The Applicant has designed and shall install, at the Applicant’s own expense (subject to the reimbursement provisions of this Agreement), the water infrastructure improvements as depicted in the Facility Plan. The water infrastructure improvements depicted on the Facility Plan are referred to in this Agreement as the “Applicant-Installed Facility,” and shall conform to the design standards of the City of Tucson Water Department and the Town of Marana Town Code Title 14 and special specifications and details as approved by the Town and by this reference made a part of this Agreement. The Facility Plan shall include a plan note identifying the Applicant-Installed Facility as a new water facility

and shall show any and all alterations to the existing water system. Construction and installation of the Applicant-Installed Facility in accordance with the Facility Plan, including without limitation all labor, materials, equipment, supplies, and tools required for the construction and installation, is referred to in this Agreement as the "Work."

1.2. *Competitive bids.* As a condition of and prerequisite to receiving any reimbursement under this Agreement, the Applicant shall go through the competitive bidding process for the Work in compliance with Title 34 of the Arizona Revised Statutes.

1.3. *Work by licensed contractor.* The Work shall be performed by a contractor properly licensed by the State of Arizona as determined by the Arizona Registrar of Contractors. In addition to any other contractor's license classifications required by the Arizona Registrar of Contractors, the contractor shall hold contractor's license classifications A, A-12 and A-16.

1.4. *Payment of connection fees.* Before any service connections are made from the Town's water system to the Applicant-Installed Facility, the person or entity seeking the service connection shall pay to the Town the connection fees and any other fees required by Marana Town Code Title 14.

1.5. *Anticipated cost per meter.* The person or entity seeking installation of a meter from the Town shall pay all applicable fees and charges in effect at the time of the meter installation request. As of the effective date of this Agreement, the Town's fees and charges to install a five-eighths-inch water meter on the Subject Property are:

1.5.1. Meter Install Fee: \$360

1.5.2. Water Infrastructure Impact Fee: \$2,740

1.5.3. Water Resource Development Fee: \$3,050

1.6. *Applicant-Installed Facility acceptance by Town.* No service connections shall be made from the Town's water system to the Applicant-Installed Facility until the Applicant-Installed Facility has been accepted by the Town in accordance with Marana Town Code Title 14.

1.7. *Reimbursement for Applicant's use of the Utility Easement.* As a condition of and prerequisite to the Town's acceptance of the Applicant-Installed Facility, the Applicant shall reimburse the Town \$16,538.68 for the Applicant's use of the Utility Easement.

1.8. *Applicant's certification.* Execution of this Agreement certifies that the Applicant has reviewed the Facility Plan and all other specifications applicable to the Work and has approved and agrees with the location of all service lines.

1.9. *Termination for lack of Work.* Approval of the Facility Plan shall lapse and this Agreement shall terminate if more than one year has passed since the date of this Agreement and the Work has not begun, or if the Work is discontinued for a period of one year.

1.10. *Oversizing Recovery Charge.* The Applicant hereby selects the Option A Reimbursement Plan. As a result, the Parties have determined that the service area for the B zone will have sufficient capacity to serve an additional 231 EDUs as a result of and upon completion of the Work and after connection of 190 lots on the Subject Property. Consequently, pursuant to Marana Town Code section 14-4-3 (C), the Town hereby establishes an "oversizing recovery charge" of \$442.45 per EDU for connections within the service area for the B zone whose capacity is made possible

as a result of the Work. For purposes of this paragraph, and in accordance with the Option A Reimbursement Plan, all of the following apply:

1.10.1. The oversizing recovery charge shall be payable only for the first 231 EDUs in the service area for the B zone or until the fifteenth anniversary of this Agreement, whichever occurs first. Based on the oversizing recovery charge of \$442.45 per EDU, the Parties' current estimate of the Applicant's total potential reimbursement from the Town is \$102,205.95.

1.10.2. The Town will reimburse the Applicant twice annually for constructed EDUs benefitted by the Applicant-Installed Facility.

1.10.3. The Applicant shall have a beneficial ownership interest in the service area for the B zone for the period set forth in subparagraph 1.10.1 above sufficient to prohibit connection in that area unless and until the oversizing recovery charge is paid.

1.10.4. One EDU is a typical single family residence served by a five-eighths inch meter. EDU equivalencies for other uses and meter sizes shall be based on standard Town equivalency tables and calculations.

1.10.5. The number of EDUs subject to the oversizing recovery charge has been calculated assuming that the lots on the Subject Property will be served by five-eighths inch meters. If they are served by larger meters, the number of EDUs required to pay the oversizing recovery charge shall be reduced accordingly, based on standard Town equivalency tables and calculations, and the "oversizing recovery charge" set forth in this paragraph 1.10 shall be re-calculated accordingly.

1.10.6. The Parties acknowledge that final construction quantities and amounts will be provided after construction of the Applicant Installed-Facility is completed.

1.10.7. Future development in the C zone will not be required to pay the "oversizing recovery charge" under this Agreement. Furthermore, the Town makes no guarantee that the Applicant will receive full reimbursement of the Applicant's cost of completing the Work.

2. Engineering and Inspection

2.1. *Registered civil engineer.* The Applicant shall employ a registered Civil Engineer to design, lay out, establish control lines for and certify the layout of the Work according to the Facility Plan.

2.2. *Town inspector's authority.* Any inspector authorized by the Town shall have full inspection authority over the Work.

2.3. *Inspection provisions.* The Applicant shall furnish the Town's inspector with all facilities reasonably necessary to inspect the Work. The Work shall be subject to Town inspection at all times. Defective work shall be corrected in a manner satisfactory to the Town's inspector. Inspection by the Town is for the purpose of ensuring compliance with plans and specifications only. The Town makes no guarantee as to the safety or engineering soundness of plans prepared by the Applicant or any contractor.

2.4. *Payment of Town inspector's overtime cost.* If scheduling by the Applicant's contractor reasonably requires the Town's inspector to work overtime, the Applicant or Applicant's contractor shall pay the Town for any additional salaries, expenses or employee benefits relating to the overtime. For purposes of this paragraph, overtime is any time over 40 hours worked in a seven-

day work period, any time over eight hours worked Monday through Friday, and any time worked on weekends and legal holidays observed by the Town.

3. Preconstruction Procedure

3.1. *Request to begin construction.* The Applicant shall submit a written request to begin construction to the Town five working days before the Work is to commence.

3.2. *Construction permit.* This Agreement shall be completed, signed and notarized, and returned to the Town prior to issuance of a construction permit for the Work.

3.3. *Start and completion of the Work.* No portion of the Work shall begin until the Town has issued a construction permit specifying the starting date and a reasonable time for completion.

3.4. *Progress of the Work.* The Work shall be commenced and carried on at such points and in such order as may be directed by the Town.

3.5. *Materials sampling and testing.* Materials shall be available for sampling and testing by the Town prior to being used in the Work. Materials that fail to meet Town specification shall be removed from the site.

3.6. *Permits and approvals.* The Applicant shall, at Applicant's expense, obtain all necessary permits and licenses for the Work, pay all fees and comply with all laws, ordinances and regulations relating to the Work.

4. Construction

4.1. *Applicant's presence on site.* The Applicant, or Applicant's designated agent, shall be present at all times during performance of the Work. The name of the Applicant's designated agent and the contractor performing the Work shall be furnished to the Town before the Work begins. Instructions given by the Town to the designated agent shall be deemed to have been given to the Applicant.

4.2. *Competence and diligence.* The Applicant shall employ only competent and efficient laborers, mechanics or artisans on the Work, and the Applicant agrees to perform diligently to complete the Work on or before the completion date given in the notice to proceed.

4.3. *Paving.* The Applicant shall identify and locate all water valves prior to paving and set valve boxes to final grade after paving.

4.4. *Alterations to the existing Town water system.* The Applicant shall, at Applicant's expense, make any and all alterations to the existing water system either on-site or off-site necessitated by paving, drainage, or other improvements caused by the development of the Subject Property.

4.5. *Worksite safety.* The Applicant shall require all contractors and subcontractors performing any portion of the Work to comply with all safety requirements of the Occupational Safety and Hazards Act as set forth by the Federal Government and as implemented by the State of Arizona. The Applicant or its contractors shall be solely responsible for all fines or other penalties provided for by law for any violations of the Occupational Safety Hazards Act.

5. Dedication

5.1. *Transfer of the Applicant-Installed Facility to the Town.* Upon the Town's final acceptance of the Work, the Applicant shall at no cost grant, bargain, sell, convey, transfer and deliver to the Town the Applicant-Installed Facility free and clear of all liens, claims, charges or encumbrances.

5.2. *One-year warranty.* The Applicant guarantees the Work to be free from all failures due to poor workmanship or materials for a period of one year from the date of the Town's final acceptance of the Work.

5.3. *Other conflicting construction prohibited.* The Applicant shall not construct or allow the construction of any utility, building, or other improvement that would interfere with the operation or maintenance of the Applicant-Installed Facility.

5.4. *Applicant's obligation to maintain finished grade.* The Applicant guarantees that all service lines, meters, and meter boxes on the Subject Property will be to finished grade and that Applicant will remain responsible for raising or lowering said services as required until the Subject Property is fully developed.

5.5. *Acceptance by the Town.* The Town shall accept title to and take possession of the Applicant-Installed Facility when the Work has been completed to the satisfaction of the Town. Subject to the Applicant's continuing obligations under this Agreement, the Town shall operate and service the Applicant-Installed Facility after taking over possession of it under this paragraph.

6. Miscellaneous

6.1. *Indemnity.* Applicant shall indemnify, defend, and hold harmless the Town, its Mayor and Council, officers and employees, boards, committees and commissions from and against any loss, claim, suit, demand, cause of action, or liability of any nature, including but not limited to damage to property and injuries to persons, including death, arising or alleged to have arisen, in whole or in part, out of any negligent act or omission of the Applicant or any contractor, subcontractor, or any person employed directly or indirectly by any of them in the performance of the Work or in the operation of the Applicant-Installed Facility.

6.2. *Binding effect.* This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties.

6.3. *Consent required for assignment.* The Applicant may not assign this Agreement without the prior written consent of the Town.

6.4. *Cancellation for conflict of interest.* This agreement is subject to A.R.S. § 38-511, which provides for cancellation in certain instances involving conflict of interest.

[Signature page follows.]

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Council-Regular Meeting

A4

Meeting Date: 03/03/2020

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: March 3, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-026: Relating to Public Works; approving and authorizing the Mayor to execute a Master Conduit Use Agreement with FirstDigital Telecom Arizona, LLC for the use of Town-owned conduit (Jane Fairall)

Discussion:

The Town of Marana owns buried ducts in various rights-of-way located throughout the Town. A map is included in the agenda materials depicting the locations. A typical duct includes 3 inner ducts - 1 in use by the Town and 2 spares. The Town has received requests from cable, telecommunications, and internet providers to use spare Town-owned inner ducts.

At the Council's January 14, 2020 Study Session, staff made a presentation to Council seeking direction regarding a possible Town policy for the use of the Town's ducts. Based on the feedback received at that Council meeting, Town staff has prepared the attached Master Conduit Use Agreement between the Town and FirstDigital Telecom Arizona, LLC to allow FirstDigital to use the Town's conduit. Under the terms of this agreement, FirstDigital will have the right to use the Town's conduit to place its facilities in the right-of-way, on an as-needed basis. This Master Agreement sets the general terms and conditions of FirstDigital's use; when FirstDigital needs a particular area of use, the Parties will execute a Conduit Order, identifying the route in question. Key components of the agreement include the following:

- A fee of 40 cents per foot, per year, to be paid on an annual basis in July of each year
- An initial term of 5 years, with the ability to renew the agreement for successive five-year terms. The fee may be renegotiated for each renewal period.
- A requirement that FirstDigital remove its facilities from the Town's conduit, unless the Town grants permission for the facilities to be abandoned in place.

This Master Agreement also includes Conduit Request #1 from FirstDigital, attached as

Exhibit B to the Agreement, requesting to use 351 feet of conduit near the intersection of Tangerine and Thornydale. This request and future Conduit Requests are reviewed and approved by the Town's Technology Services Director and the Town Engineer, or their respective designees.

Financial Impact:

Fiscal Year: 20

Budgeted N

Y/N:

Amount: \$0.40 per
foot, per
year

This will be a new ongoing revenue source for the Town.

Staff Recommendation:

Staff recommends approval of the Master Conduit Use Agreement with FirstDigital.

Suggested Motion:

I move to adopt Resolution No. 2020-026, approving and authorizing the Mayor to execute a Master Conduit Use Agreement with FirstDigital Telecom Arizona, LLC, for the use of Town-owned conduit.

Attachments

Resolution No. 2020-026

Master Conduit Use Agreement - Exhibit A to Resolution

Conduit map

MARANA RESOLUTION NO. 2020-026

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A MASTER CONDUIT USE AGREEMENT WITH FIRSTDIGITAL TELECOM ARIZONA, LLC FOR THE USE OF TOWN-OWNED CONDUIT

WHEREAS the Town of Marana has constructed and is the owner of a conduit system in the Town comprised of conduit, innerduct, manholes, handholes, vaults, pull boxes, and support structures needed for the use of the conduit; and

WHEREAS FirstDigital Telecom Arizona, LLC desires to acquire from the Town, from time-to-time and as the need arises, the right to use certain conduit within portions of the Town for the purpose of installing its facilities; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the citizens of Marana to enter into the Master Conduit Use Agreement addressed by this resolution.

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

Section 1. The Master Conduit Use Agreement between the Town of Marana and FirstDigital Telecom Arizona, LLC for the use of Town-owned conduit, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, and the Mayor is 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, conditions and objectives of the agreement, including the approval of future Conduit Requests by the Technology Services Director and the Town Engineer, or their respective designees, as set forth in the agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of March, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

MASTER CONDUIT USE AGREEMENT

This MASTER CONDUIT USE AGREEMENT (this “Agreement”) is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the “Town”), and FIRSTDIGITAL TELECOM ARIZONA, LLC, a Utah limited liability company (“User”). Town and User are sometimes collectively referred to as the “Parties,” either of which is sometimes individually referred to as a “Party.”

Recitals

A. The Town has constructed and is the owner, in whole or in part, of an Intelligent Transportation Systems (ITS) conduit system constructed for the purposes of telecommunications connectivity in Marana, Arizona comprised of conduit, innerduct, manholes, handholes, vaults, pull boxes, and support structures needed for the use of the ITS conduit.

B. User desires to acquire from the Town, from time-to-time and as the need arises, the right to use certain ITS conduit within portions of the Town for the purpose of installing User facilities, which includes but is not limited to fiber optic cables, innerduct, tracer wires, equipment and associated hardware, owned and/or utilized by User, and the Town desires to allow User to use such certain ITS conduit in the Town’s system.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into this Agreement as though fully restated here, and the mutual covenants set forth in this Agreement, the Parties hereby agree as follows:

1. *Definitions.* The following definitions shall apply to this Agreement:

a. “Additional Conduit” means Conduit which User is granted a right to use after the Effective Date of this Agreement and which is made subject to this Agreement pursuant to the execution of one or more Conduit Request(s) (as defined in subparagraph d below). Upon the execution of a Conduit Request, the term “Additional Conduit” shall be included in the definition of “Conduit” for all purposes under this Agreement.

b. “Connected Points” means the beginning and ending points of the Conduit as more specifically described in a Conduit Request.

c. “Conduit” means the system of four-inch Intelligent Transportation Systems (ITS) conduit, innerducts, shared manholes, handholes, vaults, pull boxes, support

structures, and assist points needed for the use of the ITS conduit, together with certain other associated facilities owned or operated by the Town that provide communications continuity between the Connected Points and to which User is granted use of from the Town pursuant to this Agreement, as it may be amended from time to time. For the purposes of this Agreement, "Conduit" does not include Town-owned conduit installed for traffic signal operations and street lighting.

d. "Conduit Request" means an executed supplement to this Agreement, a form of which is attached hereto and incorporated herein by this reference as Exhibit A.

e. "Equipment" means the telecommunications equipment owned or used by User to generate signals across fiber optic cable, or copper cables, as the case may be, including tracer wires, equipment, and associated hardware.

f. "Facilities" means fiber optic or copper cables and associated hardware and conduit.

g. "Fiber Cable" means the fiber optic cable sheath installed in the Conduit and owned by User.

h. "Innerduct" means a system of three 1.25-inch smaller conduit (or tubes) used to subdivide larger conduit ducts for the placement of optical fiber cables in the underground conduit system.

i. "Manhole" means a below ground level enclosure entered through a hole on the surface covered with a cast iron, cast aluminum, steel, concrete or other cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities associated with a fiber optic communications system. As used in this Agreement, the term "Manhole" refers to manhole structures owned or operated by the Town and which are components of the Conduit.

j. "Pull Box" means a buried No. 7 pre-cast concrete box with an extension and a removable cover as identified in Pima Association of Governments Standard Details, used to facilitate the pulling of cables.

k. "Route" means the physical path of the Conduit required to provide continuity between the Connected Points, as more specifically described in each Conduit Request.

l. "Splice" means the splicing or terminating of fiber optic cables, copper cables, or both.

m. "Vault" means a pre-cast concrete buried Arizona Department of Transportation No. 9 pull box with a lid for pulling and terminating fiber optic cable runs.

2. Right to use; use of Conduit; inclusion of Additional Conduit; termination of Conduit Requests.

a. The Town hereby grants to User a non-exclusive right to access and use the Conduit, Connected Points, and Manholes, including permission to install Fiber Cable in the Conduit, to interconnect User's own conduit network with the Conduit, and to terminate or Splice Fiber Cable at the Connected Points, and to provide all necessary maintenance and repairs to the Conduit, subject to the conditions set forth in this Agreement. User may interconnect its conduit to the Manholes or Conduit to facilitate the Splices. All work is to be performed by User at User's sole cost and expense.

b. User shall mark with a stamp or medallion (or other form of identification) each Town pull box cover where User has placed Fiber Cable.

c. If User requires the use of Conduit that is not currently populated with three 1.25-inch Innerducts, User shall be required to install a system of three 1.25-inch Innerducts in the empty Conduit prior to use. User shall notify the Town of empty Innerducts installed by but not being used by User and those empty Innerducts shall be made available for Town use.

d. If User requires the use of Conduit that is populated with Town fiber optic cable but no Innerduct, User shall install Innerduct and maintain Town fiber optic cable.

e. No Splices shall be made in Town-owned Pull Boxes. Splices may be made in Vaults.

f. User shall be responsible for repairing any damage that User causes to Town-owned Conduit, Pull Boxes, Vaults or fiber optic cable.

g. The right to use Additional Conduit shall be accomplished through a separate and independent Conduit Request. User may request the inclusion of Additional Conduit by executing a Conduit Request, in the form attached hereto as Exhibit A. Approval of a Conduit Request, when deemed to be technically and operationally feasible in the sole reasonable discretion of the Town, shall not be unreasonably withheld, conditioned or delayed by the Town. The Town shall not unreasonably condition or delay execution of a Conduit Request. The Town shall review and act on Conduit Requests within 15 Town business days of receipt of the request. Subject to the provisions of paragraph 7 below, User shall be solely responsible for costs associated with use of Additional Conduit. Upon execution, the Conduit Request will be incorporated into this Agreement and fully subject to the terms and conditions of this Agreement.

h. Each Conduit Request executed pursuant to this Agreement shall continue in effect until terminated by User as set forth in this Agreement, or until expiration of the Term. User may terminate a Conduit Request, or Route within a Conduit Request, at any time upon 90 days' prior written notice to the Town. Upon termination or expiration of a Conduit Request, or a Route within a Conduit Request, the right to use

granted by that Conduit Request shall immediately terminate, all rights granted to User for use of the Conduit shall terminate, and neither Party shall owe the other any further duties or consideration. User shall remove all User Property from the Conduit as prescribed in paragraph 12 of this Agreement, unless the Town gives User permission to abandon any Facility or Equipment laid, directly constructed, operated, or maintained.

i. Any Conduit Request must be jointly approved by the Town's Technology Services Director and the Town Engineer, or their respective designees.

j. Conduit Request #1 is attached to this Agreement and incorporated herein by this reference as Exhibit B.

3. *Consideration and taxes.* User shall pay the Town a fee for the right to use granted under each Conduit Request pursuant to this Agreement as follows:

a. The fee shall be calculated by multiplying the total aggregate length of the Conduit, in feet, by the applicable per foot rate, per year and shall be paid on an annual basis.

b. The Conduit use rate for the Initial Term of this Agreement is \$0.40 per foot, per year.

c. The payment period for each Conduit Request shall begin on the applicable Conduit Request Acceptance Date (as defined in paragraph 7 below) and conclude upon termination of the Conduit Request for the Conduit in use. The fee shall be due and payable by User annually on July 30 of each year for the fiscal year in which the payment is received (July - June Town fiscal year) and will be prorated for any conduit Request placed during that fiscal year, payable 30 days after the applicable Conduit Request Acceptance Date.

d. Any undisputed amounts not paid by User when due as described in this Agreement shall bear interest at the rate of 1.5%, or the highest lawful rate, whichever is less, from the date due until paid. If it is determined that User owes a disputed amount, the amount shall accrue interest from the date the amount was originally due.

e. Fee payments shall be remitted to the following address:

Town of Marana
Attn: Finance Department
11555 W. Civic Center Drive
Marana, AZ 85653

f. All charges for Conduit are net of Applicable Taxes (as defined below). Except for taxes or surcharges based on the Town's corporate existence, status, net income, corporate property taxes, or payroll taxes, User will be responsible for all Applicable Taxes that arise in any jurisdiction, including, without limitation, consumption, sales,

use, gross receipts (except those in lieu of income taxes), excise or other taxes, fees, charges or surcharges, however designated, imposed on, incident to, or based upon the provision, sale, or use of the Conduit (collectively "Applicable Taxes"). The Town represents that it has paid all applicable sales or use tax with respect to the Conduit on the basis that the Conduit was incorporated in real property at the time it was installed in the Town's system, and the Parties agree to treat the transactions contemplated in this Agreement in a manner consistent with that position. User shall pay and be solely responsible for any state or local transfer taxes and sales taxes arising from the transactions contemplated by this Agreement, and shall indemnify the Town for all such taxes assessed against or paid by the Town.

4. *Term, renewal, and termination.* The term of this Agreement shall be for a period of five years beginning on the Effective Date (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement may be renewed for successive five-year periods (each a "Renewal Term") upon the written agreement of the Parties. Upon the expiration of the Initial Term, either Party may terminate this Agreement during any Renewal Term upon 180 days' prior written notice. Any Renewal Term is subject to an increased per foot rate, to be negotiated and agreed upon by the Parties.

5. *Ownership.* The Conduit shall remain the property of the Town and will never be deemed a fixture to any real property owned by User or any third party. The Town and User will each retain title to all of their respective equipment, cable, electronics and facilities used in connection with this Agreement.

6. *As-built plans.* No later than 10 days after the Effective Date of this Agreement, the Town will provide User with CADD as-built plans that include the Conduit. No later than 30 days after each installation of User facilities in the Conduit, User will provide the Town with CADD as-built plans of all User facilities placed in the public right-of-way.

7. *Testing and acceptance.* The Town does not guarantee that the condition of the Conduit is acceptable for User's purposes. User shall have 10 days after being notified by the Town that Conduit is ready for acceptance inspection to inspect, accept or reject the Conduit (hereinafter "Inspection Period"). User will perform such tests as it deems necessary to determine the acceptability of the Conduit for its intended use. All testing shall be at the sole cost of User. If, based on the sole determination of the User, the Conduit is deemed unacceptable, the Town will assign, where available, different Conduit to the User. If any Conduit made available to User along a Route fails to meet User's acceptance criteria, User shall be entitled, at User's sole discretion, to either (i) repair the unacceptable Conduit, at User's sole cost and expense, or (ii) reject the affected portion of Conduit and be released from any further related obligations without affecting other rights granted by this Agreement, or (iii) terminate this Agreement and be released from any further obligations under the Agreement. The "Acceptance Date" shall be (i) the date User notifies the Town in writing that it has accepted the Conduit, or (ii) if User fails to respond within the Inspection Period, the date following expiration of the Inspection Period.

8. *General obligations.* Each Party is responsible for the safety and health of its employees, agents, and contractors while working on the Conduit, or the facilities installation pursuant to this Agreement. Each Party shall comply with all applicable rules and regulations, as well as all local, state and federal environmental, health and safety requirements, including without limitation those relating to the use and handling of hazardous materials.

9. *Permits.* User shall be responsible for obtaining all applicable permits, licenses, or other forms of approval or authorization necessary to install its facilities in the Conduit, prior to installation. This includes User's obligation to obtain a right-of-way use permit pursuant to Marana Town Code Chapter 12-7 (construction in town rights-of-way) each time User or its contractor installs, replaces, or maintains its facilities in the Conduit.

10. *User's Facilities.* User shall be responsible for ownership, maintenance, and operation of its Facilities installed in the Conduit and for compliance with all applicable laws and regulations regulating the same. User shall at all times retain exclusive right, title, and interest in the Facilities or any other Equipment installed by User pursuant to this Agreement.

11. *Maintenance and repair.* User, its agents or subcontractor may perform industry standard maintenance, locates and repairs for the Conduit to ensure proper protection and functioning of the Conduit, subject to all permits and authorizations required by applicable law, to be secured at User's sole expense. User shall bear all costs associated with industry standard maintenance, locates and repairs of the Conduit during the Term of this Agreement.

12. *Abandonment.*

a. The Town may give User permission to abandon, without removing, any Facility or Equipment laid, directly constructed, operated, or maintained pursuant to this Agreement.

b. Except for Facilities and Equipment authorized to remain in place pursuant to the preceding subparagraph, User shall, within a reasonable period of time, remove all abandoned Facilities and Equipment and shall restore any affected right-of-way to its former state at the time the Facilities and Equipment were installed.

c. User shall refill, at its own expense, any excavation made by User and shall leave all right-of-way in as good condition as existed prior to the removal without materially interfering with any electrical or telephone cable or other utility wires, poles or attachments.

d. The Town shall have the right to inspect and approve the condition of the Facilities and the public right-of-way prior to and after removal.

e. The liability, indemnity and insurance provisions of this Agreement shall continue in full force and effect during the period of removal and until full compliance with the terms and conditions of this paragraph 12.

f. Upon User's abandonment of its Facilities pursuant to this paragraph 12, the exclusive right to use the Conduit is returned to the Town.

13. *Removal of User's Equipment.* If the Town is required or desires to remove any of the Conduit, the Town agrees to provide User not less than 60 calendar days' prior written notice of such removal. Upon receipt of the notice, User shall have 45 calendar days to remove all Equipment from the affected use area. User shall be entitled, at User's sole discretion, to either terminate the Conduit Request(s) covering the affected portion of Conduit and be released from any further obligations related thereto without affecting other rights granted in paragraph 2 above, or to terminate this Agreement as provided in paragraph 4 above.

14. *No franchise or license.* This Agreement is not intended by the Parties to be a license or franchise to operate in the public right-of-way under A.R.S. §§ 9-582 and 9-583 and federal telecommunications laws and rules and under no circumstances shall the access granted to User under this Agreement be construed as the grant of a license or franchise to operate in the public right-of-way.

15. *Insurance.* User shall maintain insurance with carriers acceptable to the Town throughout the term of this Agreement with the following required minimum coverages and limits:

Workers' Compensation	Statutory
Employer's Liability	U.S. \$100,000
Commercial General Liability	U.S. \$1,000,000 per occurrence U.S. \$2,000,000 aggregate
Business Auto Liability	U.S. \$1,000,000 combined single limit

a. User shall deliver one or more certificates of insurance evidencing coverage as described in this paragraph to the Town upon execution of this Agreement, prior to commencing any work pursuant to this Agreement. User shall also deliver new certificates of insurance each time the policy(s) is updated. All certificates shall be delivered to: Town of Marana, Attn: Legal Department, 11555 W. Civic Center Drive, Marana, Arizona 85653.

b. The Town shall be named as an additional insured on the required commercial general liability insurance policies.. As an additional insured, the Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of User. User shall deliver additional insured endorsement(s) along with the required certificate(s) of insurance. The additional insured endorsement form identification number shall also be included within the description box on the certificate of insurance and/or the applicable policy number shall be included on the endorsement.

c. All policies required pursuant to this paragraph shall be endorsed to contain a waiver of transfer of rights of recovery (subrogation) against the Town, its agents,

officers, officials, and employees for any claims arising out of User's work or service. Endorsements evidencing this waiver of subrogation shall be provided to the Town along with all other insurance documentation required by this paragraph.

d. The coverage requirements specified in this paragraph may not be changed or modified except by written agreement signed by the Parties.

e. User shall give the Town at least 30 calendar days' written notice prior to a planned cancellation or reduction of any coverage required by this paragraph. User shall give the Town immediate notice of any other cancellation or reduction of any coverage required by this paragraph. Cancellation or reduction of any coverage required by this paragraph is grounds for termination of this Agreement by the Town.

16. *Limitation of liability.* Except for User's indemnification obligations (see paragraph 17 below), neither Party is liable for any consequential, incidental, indirect, punitive or special damages, including commercial loss and lost profits, however caused and regardless of legal theory or foreseeability, directly or indirectly arising in connection with this Agreement, even if the Party has been apprised of the possibility of such damages. User shall not be entitled to compensation of any kind (including without limitation actual or consequential damages) if for any reason the Conduit is blocked or unusable, other than reimbursement of the consideration set forth in paragraph 3 above and the governmental fees actually paid by or on behalf of User for any permits associated with its work (see paragraph 9 above).

17. *Indemnification.* User agrees to indemnify, save and hold harmless, and defend the Town, its elected and appointed officials, officers, employees, and permitted successors and assigns, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of User's acts or omissions in the construction, operation, or maintenance of its Facilities pursuant to this Agreement, provided that the Town shall give User written notice of its obligation to indemnify the Town within 30 days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, User shall not indemnify the Town for any damages, liability or claims resulting from the willful misconduct or negligence of the Town.

18. *Cooperation and alternative dispute resolution.*

a. *Non-performance; remedies.* If any Party does not perform under this Agreement (the "Non-Performing Party") with respect to any of that Party's obligations under this Agreement, any other Party (the "Demanding Party") shall be entitled to give written notice in the manner prescribed in paragraph 19 below to the Non-Performing Party, which notice shall state the nature of the non-performance claimed and make demand that such non-performance be corrected. The Non-Performing Party shall then have (i) 15 days from the date of the notice within which to correct the non-performance if it can reasonably be corrected by the payment of money, or (ii) 30 days from the date of the notice to cure the non-performance if action other than the

payment of money is reasonably required, or if the non-monetary non-performance cannot reasonably be cured within 30 days, then such longer period as may be reasonably required, provided and so long as the cure is promptly commenced within 30 days and thereafter diligently prosecuted to completion. If any non-performance is not cured within the applicable time period set forth in this paragraph, then the Demanding Party shall be entitled to begin the mediation and arbitration proceedings set forth in this paragraph. This paragraph shall not limit any contract or other rights, remedies, or causes of action that any Party may have at law or in equity.

b. *Mediation.* If there is a dispute under this Agreement which the Parties cannot resolve between themselves, the Parties agree that there shall be a 45-day moratorium on arbitration during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before commencement of arbitration. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by User and the Town. If the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter the Town and User shall request the presiding judge of the Superior Court in and for the County of Pima, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five years' experience in mediating or arbitrating disputes relating to construction. The cost of any such mediation shall be divided equally between the Town and User. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate arbitration after the moratorium.

c. *Arbitration.* After mediation, as provided for in subparagraph 18.b above, any dispute, controversy, claim or cause of action arising out of or relating to this Agreement shall be settled by submission of the matter by both Parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-501 *et seq.*, and judgment upon the award rendered by the arbitrator(s) may be entered in a court having jurisdiction.

19. *Notice.* All notices shall be in writing and shall be sufficiently given and served upon the other Party by electronic mail, receipt of which has been acknowledged by the other Party, or by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Town:

Town of Marana
Attn: Town Manager
11555 W. Civic Center Dr.
Marana, AZ 85653

with a copy to:

Town of Marana
Attn: Town Attorney
11555 W. Civic Center Dr.
Marana, AZ 85653

To User:

FirstDigital Telecom Arizona, LLC
Attn: Jere Christensen, City Operations Director
3836 S. Evans Blvd.
Tucson, AZ 85714

20. *Force majeure.* Neither Party shall be deemed to be in breach of this Agreement during any period of time in which it is unable to perform its obligations as a result of the occurrence of an event of force majeure, which shall include, but not be limited to, acts of God, act or order of government, denial or access to or loss of utility service or facilities or any other circumstance beyond the reasonable control and not caused by the fault or negligence of the Party claiming force majeure. The required time for performance under this Agreement by the Party claiming force majeure shall be extended to account for any such force majeure event and the Party claiming force majeure shall use diligence to resume or remedy, as the case may be, the performance of its obligations under this agreement as soon as practicable.

21. *Entire agreement.* This Agreement embodies the entire understanding and agreement of the Town and User with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral.

22. *Severability.* If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, the portion declared invalid shall be deemed a separate, distinct, and independent portion and shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect.

23. *Governing law.* This Agreement shall be deemed to be executed in the State of Arizona and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Arizona, as applicable to contracts entered into and performed entirely within the State of Arizona.

24. *Venue.* Any lawsuit or other proceeding to enforce any provision of this Agreement or to obtain any remedy with respect to this Agreement shall be brought in the Pima County Superior Court, and for this purpose the Parties expressly and irrevocably consent to the jurisdiction of the Pima County Superior Court. Nothing in this paragraph is intended to modify or negate the Parties' obligation to settle disputes

under this Agreement by mediation and arbitration as more particularly described in paragraph 18 above.

25. *Modification.* No provision of this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Town and User, and authorized on behalf of the Town through the adoption of an appropriate resolution or action by the Town.

26. *No third-party beneficiaries.* Nothing in this Agreement is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Agreement.

27. *Conflict of interest.* This Agreement is subject to the provisions of A.R.S. § 38-511, which provides for cancellation of contract in certain instances involving conflict of interest.

28. *Assignment.* The rights and obligations of each Party are binding upon and inure to the benefit of its successors and permitted assigns. Neither Party may assign this Agreement, without the express written consent of the other Party, except that User, upon 30 days' written notice to the Town, may assign its rights and obligations under this Agreement without the Town's consent to any of the following:

- a. A parent, affiliate, or subsidiary of User.
- b. The surviving entity of a merger or consolidation of User.
- c. Any entity that acquires all or substantially all of the assets of User to which this Agreement relates.

29. *Automatic termination.* Unless otherwise agreed to in writing signed by the Parties, this Agreement shall automatically terminate if User fails to timely pay the consideration required by paragraph 3 above.

30. *Effective date.* This Agreement is effective on the date of the last Party's signature below (the "Effective Date").

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the Parties as set forth below, as of the date set forth below.

The "Town":

TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: _____

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

"User":

FIRSTDIGITAL TELECOM ARIZONA, LLC, a Utah limited liability company

By: FIRSTDIGITAL TELECOM, LLC, a Utah limited liability company, its Member

By: _____
Alex Jackson
Director of Operations

Date: _____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Alex Jackson, Director of Operations for FIRSTDIGITAL TELECOM, LLC, a Utah limited liability company, Member of FIRSTDIGITAL TELECOM ARIZONA, LLC, a Utah limited liability company, on behalf of the LLC.

(Seal)

Notary Public

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Ed Honea, Mayor of the TOWN OF MARANA, an Arizona municipal corporation, on its behalf.

(Seal)

Notary Public

Exhibit A to Master Conduit Use Agreement

Form of Conduit Request #____

This document constitutes a "Conduit Request" pursuant to that certain Master Conduit Use Agreement (the "Agreement") entered into by and between the Town of Marana, an Arizona municipal corporation (the "Town"), and FirstDigital Telecom Arizona, LLC, a Utah limited liability company ("User") on _____, 2020. This Conduit Request is hereby incorporated into the Agreement and is expressly made subject to all of the terms and conditions set forth in the Agreement. To the extent that there is any inconsistency between the Agreement and this Conduit Request, the Agreement shall control except as expressly provided herein to the contrary. Capitalized terms used in this Conduit Request shall have the same meanings set forth in the Agreement, unless the context requires otherwise. The effective date of this Conduit Request shall be the date of the last signature by the Parties.

Upon execution of this Conduit Request by both Parties, and subject to the provisions of the Agreement, the Town hereby grants to User, and User hereby accepts from the Town, a non-exclusive right to access and use the Additional Conduit described in Section A of this Conduit Request.

Section A Additional Conduit

1. The Additional Conduit shall follow a Route as generally depicted on the map attached to this Conduit Order as Attachment 1. The Additional Conduit shall begin and end at the Connected Points described in Table A.1 below.
2. The total aggregate length of the Additional Conduit is _____ feet.

Table A.1

Route	Starting Connected Point	Ending Connected Point	Conduit Footage
1			
2			
3			

Section B
Delivery Date; General

1. The Town shall make ready the Additional Conduit and notify User, in writing, of its availability for acceptance inspection by _____, 20__.
2. This Conduit Request may be executed via facsimile and in multiple counterparts, each of which when taken together shall constitute one and the same document.

In confirmation of their consent and agreement to the terms and conditions contained in this Conduit Request, and intending to be legally bound by this Conduit Request, the Parties have executed this Conduit Request on the dates set forth below.

"Town":

Town of Marana

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

"User":

FirstDigital Telecom Arizona, LLC

By: _____
Name: _____
Title: _____
Date: _____

Attachment 1 to Conduit Order # _____

Map of Additional Conduit

Exhibit B to Master Conduit Use Agreement

Conduit Request #1

This document constitutes a “Conduit Request” pursuant to that certain Master Conduit Use Agreement (the “Agreement”) entered into by and between the Town of Marana, an Arizona municipal corporation (the “Town”), and FirstDigital Telecom Arizona, LLC, a Utah limited liability company (“User”) on _____, 2020. This Conduit Request is hereby incorporated into the Agreement and is expressly made subject to all of the terms and conditions set forth in the Agreement. To the extent that there is any inconsistency between the Agreement and this Conduit Request, the Agreement shall control except as expressly provided herein to the contrary. Capitalized terms used in this Conduit Request shall have the same meanings set forth in the Agreement, unless the context requires otherwise. The effective date of this Conduit Request shall be the date of the last signature by the Parties.

Upon execution of this Conduit Request by both Parties, and subject to the provisions of the Agreement, the Town hereby grants to User, and User hereby accepts from the Town, a non-exclusive right to access and use the Additional Conduit described in Section A of this Conduit Request.

Section A Additional Conduit

3. The Additional Conduit shall follow a Route as generally depicted on the map attached to this Conduit Order as Attachment 1. The Additional Conduit shall begin and end at the Connected Points described in Table A.1 below.
4. The total aggregate length of the Additional Conduit is 351 feet.

Table A.1

Route	Starting Connected Point	Ending Connected Point	Conduit Footage
1	Southwest corner of Tangerine Rd. & Thornydale Rd., Sta: 803+82, 78' Rt., Marana Proj. ST021, Sheet 484, #7 Pullbox.	Northeast corner of Tangerine Rd. & Thornydale Rd., Sta: 805+68, 84' Lt., Marana Proj. ST021, Sheet 484, #7 Pullbox.	351' (Conduit Run 16 and 14).
2			
3			

Section B
Delivery Date; General

3. The Town shall make ready the Additional Conduit and notify User, in writing, of its availability for acceptance inspection by _____, 20__.
4. This Conduit Request may be executed via facsimile and in multiple counterparts, each of which when taken together shall constitute one and the same document.

In confirmation of their consent and agreement to the terms and conditions contained in this Conduit Request, and intending to be legally bound by this Conduit Request, the Parties have executed this Conduit Request on the dates set forth below.

"Town":

Town of Marana

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

"User":

FirstDigital Telecom Arizona, LLC

By: _____
Name: _____
Title: _____
Date: _____

Attachment 1 to Conduit Order #1

Map of Additional Conduit

