MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, May 19, 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 May 19, 2020, at or after 6:00 PM located in the Council Chambers of the Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

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

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

Meeting Times
Welcome to this Marana Town Council meeting. Regular Council meetings are usually held the first and third Tuesday of each month at 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 lobby outside the Council Chambers) and deliver it to the Town Clerk prior to the convening of the meeting.

Due to concerns related to the COVID-19 pandemic, as an alternative to appearing in person and filling out a speaker card, you may speak during the Call to the Public or Public Hearings by using Zoom, as directed below:

Please click the link below to join the Council meeting:
https://us02web.zoom.us/j/87591312106?pwd=TWpKWlpKMndmcVZvS2FSZFdQZWUxUT09
Password: 536715

Or iPhone one-tap :
US: +16699009128,,87591312106#,,1#,536715# or +12532158782,,87591312106#,,1#,536715#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799 or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799
Webinar ID: 875 9131 2106
Password: 536715
International numbers available: https://us02web.zoom.us/u/kd4H68SWF8

Please note that in using this option, you will not be able to watch video of the Council meeting, you will only be able to hear the meeting and to speak when you are called upon.

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

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

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

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

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

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

PROCLAMATIONS

P1 Proclamation declaring May 17–23, 2020 as National Public Works Week (Cherry L. Lawson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

CONSENT AGENDA

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

C1 Resolution No. 2020-042: Relating to the Police Department; exempting undercover vehicles used by the Marana Police Department in felony investigations or activities of a confidential nature from Arizona state laws related to the designation of political subdivision motor vehicles; authorizing the Chief of Police to renew existing vehicle registrations for these undercover police vehicles and to obtain vehicle registrations for new undercover vehicles to be used in felony investigations or activities of a confidential nature (Libby Shelton)

C2 Resolution No. 2020-043: Relating to development; approving a release of assurances for Gladden Farms Block 35 and accepting public improvements for maintenance (Keith Brann)

C3 Resolution No. 2020-044: Relating to Development; approving a preliminary plat for SC Ranch Lots 1-54, Common Areas "A" (Recreation and Drainage) and "B" (Landscape, Drainage and Utilities) located generally at the northeast corner of Sanders and Moore Roads (Steven E. Vasquez)

C4 Resolution No. 2020-045: Relating to Administration; designating Yiannis Kalaitzidis as the Chief Fiscal Officer for officially submitting the Fiscal Year 2021 expenditure limitation report to the Arizona Auditor General (Jane Fairall)

C5 Resolution No. 2020-046: Relating to Development; approving a Final Plat for Moonlight Canyon at Saguaro Ranch, Phase 1, Lots 39-43, Block 2, and Common Areas "B" and "D", located approximately one mile north of the north terminus of Thornydale Road (Brian D. Varney)

C6 Resolution No. 2020-047: Relating to Development; approving a Final Plat for Moonlight Canyon at Saguaro Ranch, Phase 2, Lots 1-38, Block 1, and Common Areas "A", "C-1", and "C-2" located approximately one mile north of the north terminus of Thornydale Road (Brian D. Varney)

C7 Resolution No. 2020-048: Relating to Police Department; approving and authorizing the Town Manager to execute two Subrecipient Agreements (#190419-01 and #190419-02) with the Arizona Department of Homeland Security for purposes of receiving funds under the FFY19 Operation Stonegarden Grant Program (Kristin Taft)

C8 Resolution No. 2020-049: Relating to the Police Department; approving and authorizing the Mayor to execute a service agreement with the Marana Unified School District to provide two school resources officers in support of the District's School Safety Program (Jane Fairall)

C9 Resolution 2020-050: Relating to Community & Neighborhood Services; approving and authorizing the Mayor to execute an intergovernmental agreement between the Regional Transportation Authority of Pima County and the Town of Marana for the regionalization of public transit and special needs transportation services and maintenance of effort (MOE) funding for fiscal years 2021-2026; and authorizing the Town Manager to execute an annual amendment to the IGA setting forth the amount of the Town's MOE contribution for each fiscal year (Lisa Shafer)

C10 Resolution No. 2020-051: Relating to Marana Regional Airport; approving and authorizing the Town Manager to execute CARES Grant Agreement Number 3-04-0058-023-2020 with the Federal Aviation Administration for funding in an amount not to exceed $69,000 to help offset a decline in revenues as a result of the COVID-19 Public Health Emergency (Kristin Taft)

C11 Approval of the Regular Council Meeting Summary Minutes of May 5, 2020 (Cherry L. Lawson)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Ordinance No. 2020.008: Relating to Finance; amending the Town of Marana Comprehensive Fee Schedule; and designating an effective date (Yiannis Kalaitzidis)

Resolution No. 2020-052: Relating to Finance; declaring as a public record filed with the Town Clerk the amendments to the Town of Marana Comprehensive Fee Schedule adopted by Ordinance No.2020.008 (Yiannis Kalaitzidis)

A2 Resolution No. 2020-053: Relating to Development; approving and authorizing the Mayor to sign the Amended and Restated Development Agreement among the Pima County Flood Control District, the Town of Marana, Alta Vista Communities RP LLC, and I.T. Investments Three, L.L.C. for CDO North Bank Improvements, West of Thornydale (Frank Cassidy)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 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)(3)&(4) to discuss or consult for legal advice and to consider the Town's position and instruct its attorneys regarding the manner and timing of Adonis Road construction under (i) the Villages of Tortolita Development Agreement as amended, (ii) the Mandarina Mediation Agreement, and (iii) possible amendments to one or both of those agreements.

E3 Executive session pursuant to A.R.S. § 38-431.03(A)(3)&(4) to discuss or consult for legal advice and to consider the Town's position and instruct its attorneys regarding possible negotiation of amendment to the "District Development, Financing Participation and Intergovernmental Agreement (Gladden Farms Community Facilities District)" and related agreements associated with a possible future bond sale by the Gladden Farms Community Facilities District.

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Council-Regular Meeting **P1**

Meeting Date: 05/19/2020

From: Cherry L. Lawson, Town Clerk

Date: May 19, 2020

Subject: Proclamation declaring May 17–23, 2020 as National Public Works Week (Cherry L. Lawson)

Attachments

National Public Works Week Proclamation

PROCLAMATION
National Public Works Week 2020

WHEREAS, public works provides services in our community that are an integral part of the lives of our citizens and enhance the daily quality of their lives; and

WHEREAS, state and local governments are responsible for building, rebuilding, operating and maintaining the transportation, water supply, water treatment, parks, public buildings and other structures and facilities that are essential to serving our citizens; and

WHEREAS, the support of understanding and informed citizens is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, parks and public buildings; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by people's attitudes and understanding of the importance of the work they perform.

NOW THEREFORE, the Mayor and Council of the Town of Marana recognize and proclaim May 17–23, 2020 as

"National Public Works Week"

and call upon all citizens and civic organizations to acquaint themselves with the issues involved in supporting public works and to recognize the contributions that public works professionals make to provide the infrastructure required to sustain the comfort, health, safety and well-being of our community.

Dated this 19th day of May, 2020

Attest

Cherry L. Lawson, Town Clerk

Ed Honea, Mayor

Council-Regular Meeting **C1**

Meeting Date: 05/19/2020

To: Mayor and Council

From: Libby Shelton, Senior Assistant Town Attorney

Date: May 19, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-042: Relating to the Police Department; exempting undercover vehicles used by the Marana Police Department in felony investigations or activities of a confidential nature from Arizona state laws related to the designation of political subdivision motor vehicles; authorizing the Chief of Police to renew existing vehicle registrations for these undercover police vehicles and to obtain vehicle registrations for new undercover vehicles to be used in felony investigations or activities of a confidential nature (Libby Shelton)

Discussion:

State law (A.R.S. § 38-538) provides that all vehicles used by a political subdivision for official use must bear the name of the political subdivision and the words "for official use only." However, A.R.S. § 38-538.03 allows the governing body of a political subdivision to exempt official vehicles that are used for felony investigations or activities of a confidential nature from these requirements. Undercover police vehicles may be exempted under this provision. Per the statute, the Council may grant the exemption for only one year at a time. This agenda item will grant the exemption from the provision of A.R.S. § 38-538 to the Marana Police Department's undercover police vehicles for the upcoming year. The item also authorizes the Chief of Police to take all necessary action to renew existing vehicle registrations for undercover police vehicles and to obtain vehicle registrations for any new undercover police vehicles.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2020-042, exempting the Marana Police Department's undercover police vehicles from Arizona state laws related to the designation of political subdivision motor vehicles and authorizing the Chief of Police to renew existing vehicle registrations for undercover police vehicles and obtain vehicle registrations for new undercover police vehicles.

Suggested Motion:

I move to adopt Resolution No. 2020-042, exempting the Marana Police Department's undercover police vehicles from Arizona state laws related to the designation of political subdivision motor vehicles and authorizing the Chief of Police to renew existing vehicle registrations for undercover police vehicles and obtain vehicle registrations for new undercover police vehicles.

Attachments

Resolution No. 2020-042

MARANA RESOLUTION NO. 2020-042

RELATING TO THE POLICE DEPARTMENT; EXEMPTING UNDERCOVER VEHICLES USED BY THE MARANA POLICE DEPARTMENT IN FELONY INVESTIGATIONS OR ACTIVITIES OF A CONFIDENTIAL NATURE FROM ARIZONA STATE LAWS RELATED TO THE DESIGNATION OF POLITICAL SUBDIVISION MOTOR VEHICLES; AUTHORIZING THE CHIEF OF POLICE TO RENEW EXISTING VEHICLE REGISTRATIONS FOR THESE UNDERCOVER POLICE VEHICLES AND TO OBTAIN VEHICLE REGISTRATIONS FOR NEW UNDERCOVER POLICE VEHICLES TO BE USED IN FELONY INVESTIGATIONS OR ACTIVITIES OF A CONFIDENTIAL NATURE

WHEREAS A.R.S. § 38-538.03 provides that the governing body of a political subdivision may grant an exemption for not more than one year from Arizona state law regulating the designation of political subdivision motor vehicles for motor vehicles used in felony investigations or activities of a confidential nature; and

WHEREAS the Town of Marana Police Department uses a number of undercover police vehicles in felony investigations and in activities of a confidential nature and maintains a list of those vehicles, which list includes the year, make, model and identification number of each vehicle; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the public to exempt these vehicles from state laws regulating the designation of political subdivision motor vehicles.

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

SECTION 1. The Town Council hereby exempts the undercover motor vehicles used by the Marana Police Department in felony investigations or activities of a confidential nature from state laws regulating the designation of political subdivision motor vehicles for a period of one year.

SECTION 2. The Chief of Police is hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of this resolution, including maintaining a list of the vehicles in question, which list shall include the year, make, model and identification number of each vehicle, and renewing existing vehicle registrations for Marana Police Department undercover vehicles used in felony investigations and in activities of a confidential nature and obtaining vehicle registrations for new Marana Police Department undercover vehicles to be used in these activities.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of May, 2020.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

Council-Regular Meeting **C2**

Meeting Date: 05/19/2020

To: Mayor and Council

Submitted For: Keith Brann, Town Engineer

From: Gus Myers, Development Engineering Manager

Date: May 19, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-043: Relating to development; approving a release of assurances for Gladden Farms Block 35 and accepting public improvements for maintenance (Keith Brann)

Discussion:

Gladden Farms Block 35 is a 29 acre subdivision located north of Tangerine Farms Road and west of Midfield Road, containing lots 1-105, and common areas "A" and "B", and is recorded at the Pima County Recorder's Office at Sequence Number 20182500081.

The Town has an assurance agreement assuring the completion of the public improvements. The subdivider has completed the public improvements including paved streets, a sanitary sewer conveyance, and a potable water system, acceptable to Town standards in accordance with the assurance agreement.

This resolution formally releases the assurance agreement and accepts the subdivision improvements for maintenance by the Town.

Staff Recommendation:

Staff recommends the adoption of Resolution No. 2020-043, approving a release of assurances for Gladden Farms Block 35 and accepting public improvements for maintenance.

Suggested Motion:

I move to adopt Resolution No. 2020-043, approving a release of assurances for Gladden Farms Block 35 and accepting public improvements for maintenance.

Attachments

Resolution No. 2020-043
Location Map

MARANA RESOLUTION NO. 2020-043

RELATING TO DEVELOPMENT; APPROVING A RELEASE OF ASSURANCES FOR GLADDEN FARMS BLOCK 35 AND ACCEPTING PUBLIC IMPROVEMENTS FOR MAINTENANCE

WHEREAS the final plat for 'Gladden Farms Block 35 Lots 1—105, Blocks A & B & Common Areas "A-1"—"A-9" & "B-1"—"B-7" ' ("Gladden Farms Block 35") was recorded in the Pima County Recorder's Office on 7 September 2018 at Sequence 20182500081); and

WHEREAS the Town has a substitute third party trust assurance agreement (the "Assurance Agreement") with Richmond American Homes of Arizona, Inc. (the "Subdivider") and Fidelity National Title Agency, Inc., under Trust No. 60,488, recorded in the Pima County Recorder's office on 16 November 2018 at Sequence 20183200067, assuring the completion of public improvements for Gladden Farms Block 35; and

WHEREAS the Subdivider has completed the public improvements for Gladden Farms Block 35 acceptable to Town standards in accordance with the Assurance Agreement.

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

Section 1. The Assurance Agreement is hereby released.

Section 2. The Town accepts for maintenance, including maintenance of regulatory traffic control and street signs, approximately 0.95 miles of the following paved streets as shown on the plat of Gladden Farms Block 35:

- Sarabella Drive
- Perenosa Place
- Pleasant View Drive
- Amberwood Place
- Sanderlin Drive
- Larisa Drive
- Penelope Drive
- Goldenview Lane
- Hancock Drive

Section 3. The Town accepts for maintenance the potable water system serving Gladden Farms Block 35, consisting of approximately 4,888 linear feet of potable water line, water meters, valves, fire hydrants and appurtenances with an estimated value of $444,440.

Section 4. The Town accepts for maintenance the sanitary sewer system serving Gladden Farms Block 35, consisting of approximately 4,752 linear feet of conveyance system and appurtenances with an estimated value of $460,140.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of May, 2020.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

PUBLIC PAVING AND PUBLIC SEWER PLANS FOR
GLADDEN FARMS BLOCK 35

LOTS 1-105, BLOCK A & B
AND COMMON AREAS "A" & "B"

ENG1807-001/PRV-07084

BASIS OF BEARING

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

BASIS OF ELEVATION

PIMA COUNTY OPUS CONTROL POINT 11S11E_17. A "+" ON THE SOUTHEAST CORNER OF A CONCRETE BOX W/ GRATE. 41'+/- NORTHWEST OF THE WEST QUARTER SECTION 35 AND 16' +/- SOUTH OF THE SOUTHEAST CORNER OF A WELL SITE. ELEVATION = 2011.61 (NAVD 88)

PAVING NOTES

1. THE DESIGN SPEED FOR THESE STREET IS 25 MPH. THE DESIGN VEHICLE IS WB-40.
2. ALL CONSTRUCTION AND TEST METHODS SHALL BE IN CONFORMANCE WITH PIMA ASSOCIATION OF GOVERNMENTS (PAG) STANDARD SPECIFICATIONS AND STANDARD DETAILS FOR PUBLIC IMPROVEMENTS, 2015 EDITIONS. THESE MAY BE MODIFIED AND/OR SUPPLEMENTED BY THE REQUIREMENTS OF THESE PLANS.
3. AGGREGATE BASE COURSE SHALL CONFORM TO PAG STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, SECTION 303, UNLESS OTHERWISE SPECIFIED.
4. ASPHALTIC CONCRETE SHALL CONFORM TO PAG STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, SECTION 406, MIX #2, UNLESS OTHERWISE SPECIFIED.
5. ALL CONCRETE SHALL COMPLY WITH PAG STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, SECTION 1006, CLASS S, 3,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS, UNLESS OTHERWISE SPECIFIED.
6. ALL WORK SHALL CONFORM TO TITLE 19, STANDARDS FOR GRADING AND RELATED SITE WORK, OF THE TOWN OF MARANA LAND DEVELOPMENT CODE.
7. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS.
8. THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY GOVERNMENTAL AGENCIES.
9. ALL REVISIONS TO THESE PLANS MUST BE REVIEWED AND ACCEPTED BY THE TOWN OF MARANA PRIOR TO CONSTRUCTION.
10. AN ACCEPTED COPY OF THIS PLAN SHALL BE KEPT AT THE JOBSITE AT ALL TIMES DURING CONSTRUCTION.
11. IF UNANTICIPATED CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION AND ARE BEYOND THE SCOPE OF THE DESIGN, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND HE SHALL SUBMIT THE NECESSARY REVISED OR SUPPLEMENTAL IMPROVEMENT PLANS FOR REVIEW AND APPROVAL BY THE TOWN ENGINEER FOR THE TOWN OF MARANA.
12. UPON COMMENCEMENT OF WORK, TRAFFIC CONTROL DEVICES SHALL BE POSTED AND MAINTAINED BY THE CONTRACTOR UNTIL SUCH TIME AS THE WORK IS COMPLETED. ALL WARNING SIGNS, BARRICADES, ETC. SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ADOPTED BY THE STATE OF ARIZONA PURSUANT TO A.R.S. 28-650.
13. ALL STATIONING IS MEASURED ALONG STREET CENTERLINE, UNLESS OTHERWISE NOTED.
14. UTILITY LOCATIONS AS SHOWN ON THE PLANS ARE BASED ON A SEARCH OF AVAILABLE RECORDS AND INFORMATION PROVIDED BY THE UTILITY COMPANIES OR AGENCIES. UTILITY LOCATIONS SHOWN ARE APPROXIMATE, AND THERE MAY BE EXISTING UTILITIES WHICH ARE NOT SHOWN ON THE PLANS; THEREFORE, THE POSSIBILITY OF CONFLICTS WITH UTILITIES IN SERVICE EXISTS. THE CONTRACTOR SHALL CALL ARIZONA 811 AT 811, AT LEAST 2 WORKING DAYS PRIOR TO COMMENCING CONSTRUCTION, TO REQUEST VERIFICATION OF THE LOCATION AND ELEVATION OF ALL UTILITIES WITHIN THE WORK AREA. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR COSTS INCURRED AS A RESULT OF DAMAGE TO UTILITIES CAUSED BY HIS OPERATIONS.
15. A REGISTERED ENGINEER MUST CERTIFY THAT THIS PROJECT WAS CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE ACCEPTED PLANS PRIOR TO REQUEST FOR FINAL INSPECTION OR THE RELEASE OF ASSURANCES.
16. IF ANY HUMAN REMAINS OF FUNERARY ITEMS ARE DISCOVERED DURING CONSTRUCTION, OR AT ANYTIME, ALL WORK MUST STOP IN THE AREA OF THE REMAINS AND MR. JOHN MADSEN, REPATRIATION COORDINATOR AT THE ARIZONA STATE MUSEUM, MUST BE CONTACTED IMMEDIATELY AT (520) 621-4795, PURSUANT TO A.R.S. § 41-865.
17. DRAINAGE SHALL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL.
18. THIS AREA HAS BEEN DETERMINED TO POTENTIALLY CONTAIN SUITABLE HABITAT FOR THE WESTERN BURROWING OWL. THE WESTERN BURROWING OWL IS PROTECTED UNDER THE FEDERAL MIGRATORY BIRD TREATY ACT AND STATE LAW TITLES 17-101 AND 17-235. PLEASE NOTIFY JANINE SPENCER, MARANA ENVIRONMENTAL PROJECTS MANAGER (520-382-2658) 30 DAYS PRIOR TO GROUND DISTURBANCE, TO PERFORM A BURROWING OWL SURVEY, PRIOR TO ISSUANCE OF A GRADING PERMIT. THERE WILL BE NO COST TO THE PROPERTY OWNER FOR THIS SERVICE.
19. GRADING BOUNDARIES SHALL BE CLEARLY MARKED, AND ALL WORK WILL BE CONFINED TO THE APPROVED PROJECT DISTURBANCE LIMITS AS SHOWN ON THESE PLANS. NO WORK SHALL TAKE PLACE OUTSIDE THE LIMITS SHOWN ON THESE PLANS.

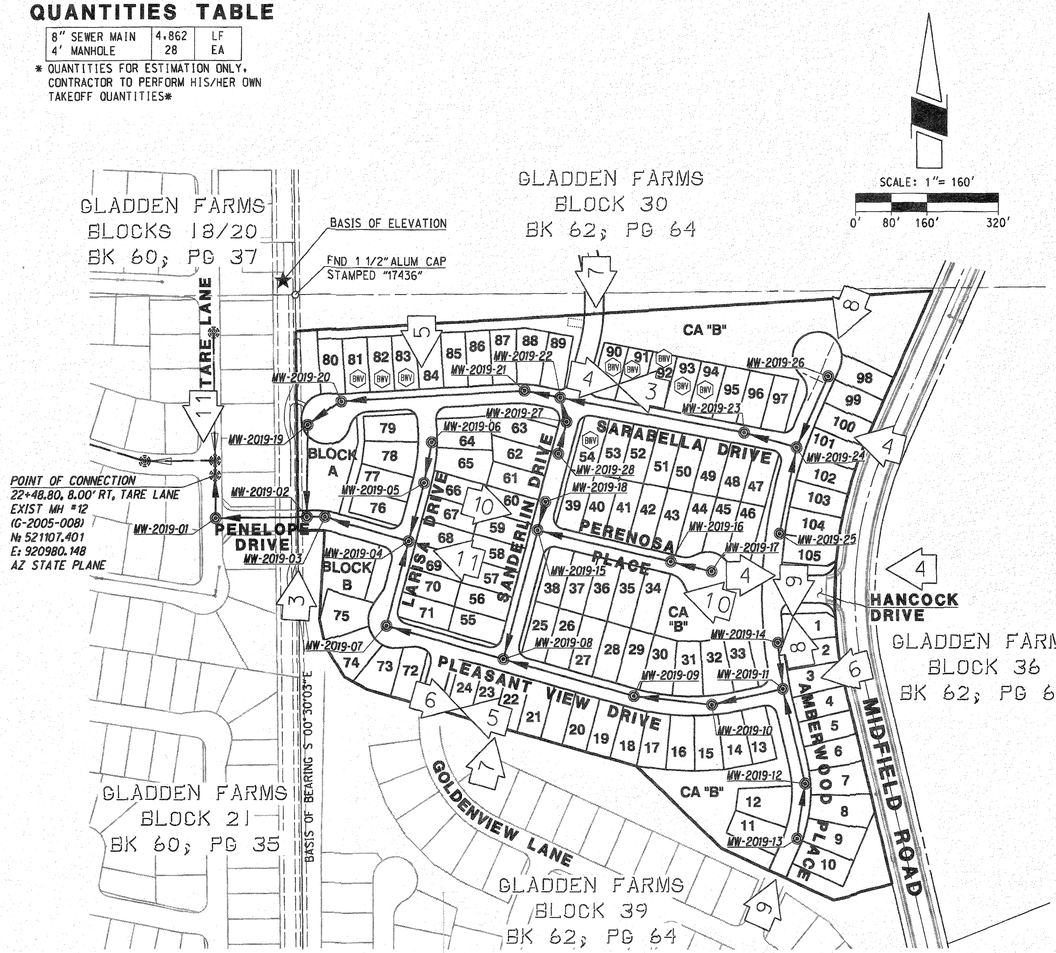
FOR SEWER NOTES - SEE SHEET 12

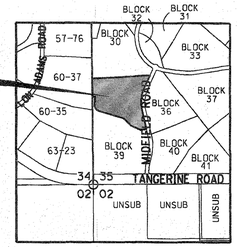
FOR GENERAL NOTES - SEE SHEET 2

QUANTITIES TABLE

8" SEWER MAIN	4,862	LF
4' MANHOLE	28	EA

* QUANTITIES FOR ESTIMATION ONLY, CONTRACTOR TO PERFORM HIS/HER OWN TAKEOFF QUANTITIES*





LOCATION MAP
SECTION 35, T 11 S, R 11 E
G & SRM
PIMA COUNTY, ARIZONA

OWNER/DEVELOPER

GLADDEN PHASE II, L.L.C.
c/o CROWN WEST LAND GROUP
333 EAST WETMORE ROAD, SUITE 250
TUCSON, ARIZONA 85705
(520) 888-3962
CONTACT: DEAN WINGERT

WORK TO BE DONE

THE IMPROVEMENTS AND GRADING CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND SPECIFICATIONS AND STANDARD DETAILS:

STANDARD SPECIFICATIONS

1) STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (2015 EDITION), PIMA ASSOCIATION OF GOVERNMENTS (PAG).

STANDARD DETAILS/DRAWINGS

1) STANDARD DETAILS FOR PUBLIC IMPROVEMENTS (2015 EDITION), PIMA ASSOCIATION OF GOVERNMENTS (PAG).
2) PAVEMENT MARKING DESIGN MANUAL (AUGUST 2008 EDITION), PIMA COUNTY CITY OF TUCSON.
3) TRAFFIC SIGNING DESIGN MANUAL (MAY 2002 EDITION), PIMA COUNTY AND CITY OF TUCSON.
4) THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) LATEST EDITION.
5) UNIFORM STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION. MARICOPA ASSOCIATION OF GOVERNMENTS, 2012 EDITION
6) SUBDIVISION STREET STANDARDS MANUAL, TOWN OF MARANA (2004 EDITION)

LEGEND

ITEM	STANDARD DETAIL	SYMBOL
A.C. PAVING (REGULAR)	SEE DETAIL C, SHEET 13	
A.C. PAVING (CUL-DE-SAC)	SEE DETAIL C, SHEET 13	
6" VERTICAL CURB (TYPE 2)	SD 209	
5" WEDGE CURB	SD 209	
6" x 12" CONCRETE HEADER	SD 213	
TOP OF CURB ELEVATION		TC 52.50
EXIST ELEVATION		(49.50)
PROPOSED SEWER	RWRD 104	
PROPOSED SEWER MANHOLE	RWRD 205 & RWRD 211	
HOUSE CONNECTION SEWER (HCS)	SEE DETAILS S1 & S2 SHEET 12 & SD RWRD 401	
STORM DRAIN	(FOR REFERENCE ONLY)	
STORM DRAIN W/MH	(FOR REFERENCE ONLY)	
NEW WATERLINE W/VALVE	(FOR REFERENCE ONLY)	
NEW NON-POTABLE WATERLINE W/VALVE	(FOR REFERENCE ONLY)	4" NP
LOT REQUIRES BACKWATER VALVE ON HCS		BW
DETAIL REFERENCE	A = DETAIL IDENTIFICATION, 1 = SHEET SHOWING DETAIL	
CURB ACCESS RAMP	SD 207 (UNLESS OTHERWISE NOTED)	
CONCRETE SIDEWALK	SD 200	
SURVEY MONUMENT	SD 103	
PAVEMENT MARKINGS		
EXIST SEWER AND MANHOLE		S
EXIST WATERLINE W/VALVE		W
EXIST UNDERGROUND ELECTRIC LINE		E
EXIST GAS LINE		G
EXIST TELEPHONE LINE		T
EXIST CABLE LINE		CATV
EXIST CURB & PAVEMENT		
EXIST POWER POLE		
PROJECT BOUNDARY		
EXISTING ROW LINE		
CENTERLINE		
LOT NUMBERS		23
ELECTRICAL TRANSFORMER	(FOR REFERENCE ONLY)	
ELECTRICAL PEDESTAL	(FOR REFERENCE ONLY)	
SHEET INDEX		

Doug Schneider, R.L.S.
Survey Supervisor/Associate
dschneider@rickengineering.com

RICK ENGINEERING COMPANY
3945 E Fort Lowell Rd, Suite 111
Tucson, Arizona 85712-1046
520-795-1000

"FOR SEWER AS-BUILT ONLY"

I HEREBY CERTIFY THAT THE AS-BUILT ANNOTATIONS PROVIDED ON THESE DRAWINGS WERE BASED ON AN AS-BUILT SURVEY CONDUCTED UNDER MY SUPERVISION AND ACCURATELY DEPICTS EXISTING FIELD CONDITIONS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

AS-BUILT CERTIFICATION

I HEREBY CERTIFY THAT THE "AS-BUILT ANNOTATIONS" PROVIDED ON THIS DRAWING WERE BASED ON AN AS-BUILT SURVEY CONDUCTED UNDER MY SUPERVISION AND ACCURATELY DEPICTS EXISTING FIELD CONDITIONS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR — DATE 4/8/19

17479 — REGISTRATION NUMBER — 06/30/2019 EXPIRES

ACCEPTED

BY: _____ P.E. 10/10/18
TOWN OF MARANA DEVELOPMENT ENGINEER/TOWN ENGINEER — DATE

BY: _____ A.I.C.P. 10/11/18
TOWN OF MARANA PLANNING DIRECTOR — DATE

BY: _____ 10/10/18
MARANA WATER DIRECTOR — DATE

SHEET INDEX

1	COVER SHEET
2	NOTES & HORIZONTAL DATA
3-11	PAVING AND SEWER PLANS
12	SEWER NOTES
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15	SIGNING AND STRIPING NOTES & DETAILS
16	MARANA GENERAL NOTES AND STANDARD DETAILS

MARANA AZ WATER

EXHIBIT A

"AS-BUILT" Approved 10/19/2018

THE SEAL OF PIMA COUNTY ARIZONA — P18SD00107

NO.	BY	DATE	REVISION
1	REC	11/18	REVISED SHEETS 3,4,6,7 & 10,12

RICK ENGINEERING COMPANY — Tucson
3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520-795-1000
(FAX) 520-322-6956
rickengineering.com
San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver

J-3618E

DESIGNED BY: SQH	CHECKED BY:	DATE: 6/18
DRAWN BY: RSM	APPROVED BY: BMP	DATE: 6/18

PAVING & SEWER PLANS PREPARED FOR:
GLADDEN FARMS
BLOCK 35
LOTS 1-105, BLOCK A & B
AND COMMON AREAS "A" & "B"

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

ENG1807-001
S-2019-001

SCALE: HORIZ : 1" = 160'
VERT : N/A

SHEET 1 OF 16

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09-OCT-2018 10:08

Council-Regular Meeting **C3**

Meeting Date: 05/19/2020

To: Mayor and Council

From: Steven Vasquez, Senior Planner

Date: May 19, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-044: Relating to Development; approving a preliminary plat for SC Ranch Lots 1-54, Common Areas "A" (Recreation and Drainage) and "B" (Landscape, Drainage and Utilities) located generally at the northeast corner of Sanders and Moore Roads (Steven E. Vasquez)

Discussion:

Request

Marum & Associates Engineering LLC, on behalf of LGI Homes Arizona, LLC, is requesting the approval of a preliminary plat consisting of 54 residential lots and common areas "A" and "B" on approximately 10.77 acres located generally at the northeast corner of Sanders and Moore Roads.

Zoning

The zoning for the SC Ranch subdivision is Neighborhood Commercial (NC). The NC zoning allows single family residential detached homes using the R-3.5 Residential zoning standards with a required minimum lot size of 3,500 square feet. The SC Ranch proposed average lot size is 4,484.89 square feet. The proposed minimum lot size of SC Ranch is 4,376 square feet (Lots 42 and 54). The proposed maximum lot size of SC Ranch is 6,162 square feet (Lot 25).

Transportation

One public street entry off Moore Road is proposed at the southeast portion of the subdivision. An emergency access is proposed off Sanders Road at the northwest corner of the site. The internal street section is a typical 42-foot wide public right-of-way.

Park Requirements

The active recreation areas are planned to be located in Common Area A, totaling approximately 56,679 square feet. While this area includes some drainage features, the proposed subdivision provides more than five times the required 9,990 square feet of active recreation area required by the Town Code.

Waiver of Subdivision Requirement

On April 24, 2019, the Planning Commission approved a request by a vote of 4-0 for a waiver of the subdivision requirement to underground existing electrical power lines in the following three areas (Town of Marana Case Number PCM1904-001):

1. Sanders Road
2. Western subdivision boundary
3. Moore Road

Neighborhood Design Plan
As part of the approval of the preliminary plat, per the Residential Design Standards found in Title 8 of the Land Development Code, a neighborhood design plan shall be submitted. The neighborhood design plan is intended to regulate aesthetic quality and construction within the subdivision. A site plan of the subdivision showing proposed landscaping, recreation areas and pedestrian trails has been attached to this report.

Planning Commission
This preliminary plat was presented to the Planning Commission on April 29, 2020, and received a unanimous recommendation for approval 6-0 (Commissioner Fehrmann was absent).

Staff Recommendation:

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

Suggested Motion:

I move to adopt Resolution No. 2020-044 approving a preliminary plat for SC Ranch Lots 1-54, Common Areas "A" (Recreation and Drainage) and "B" (Landscape, Drainage and Utilities) located generally at the northeast corner of Sanders and Moore Roads.

Attachments

Resolution No. 2020-044
PRV2002-001 SC Ranch PP
PRV2002-001 SC Ranch Neighborhood Design Plan
PRV2002-001SC Ranch Landscape Plan
PRV2002-001 SC Ranch App

MARANA RESOLUTION NO. 2020-044

RELATING TO DEVELOPMENT; APPROVING A PRELIMINARY PLAT FOR SC RANCH LOTS 1-54, COMMON AREAS "A" (RECREATION AND DRAINAGE) AND "B" (LANDSCAPE, DRAINAGE AND UTILITIES) LOCATED GENERALLY AT THE NORTHEAST CORNER OF SANDERS AND MOORE ROADS.

WHEREAS Marum & Associates Engineering LLC, on behalf of LGI Homes Arizona, LLC, has applied for approval of a preliminary plat for a 54-lot single-family residential home subdivision located generally at the northeast corner of Sanders and Moore Roads; and

WHEREAS on March 7, 2006, the Mayor and Town Council adopted Ordinance No. 2003.19, approving a rezoning of the site to Neighborhood Commercial (NC); and

WHEREAS on April 29, 2020, the Planning Commission unanimously voted 6-0 to recommend approval of the preliminary plat for SC Ranch to the Town Council; and

WHEREAS the Marana Town Council, at the regularly scheduled meeting on May 19, 2020, determined that the preliminary plat for SC Ranch should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the preliminary plat for SC Ranch Lots 1-54, Common Areas "A" and "B" is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of May, 2020.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

PRELIMINARY PLAT
FOR
SC RANCH
LOTS 1-54 AND COMMON AREAS "A" (RECREATION & DRAINAGE), "B" (LANDSCAPE, DRAINAGE AND UTILITIES)

PRV2002-001

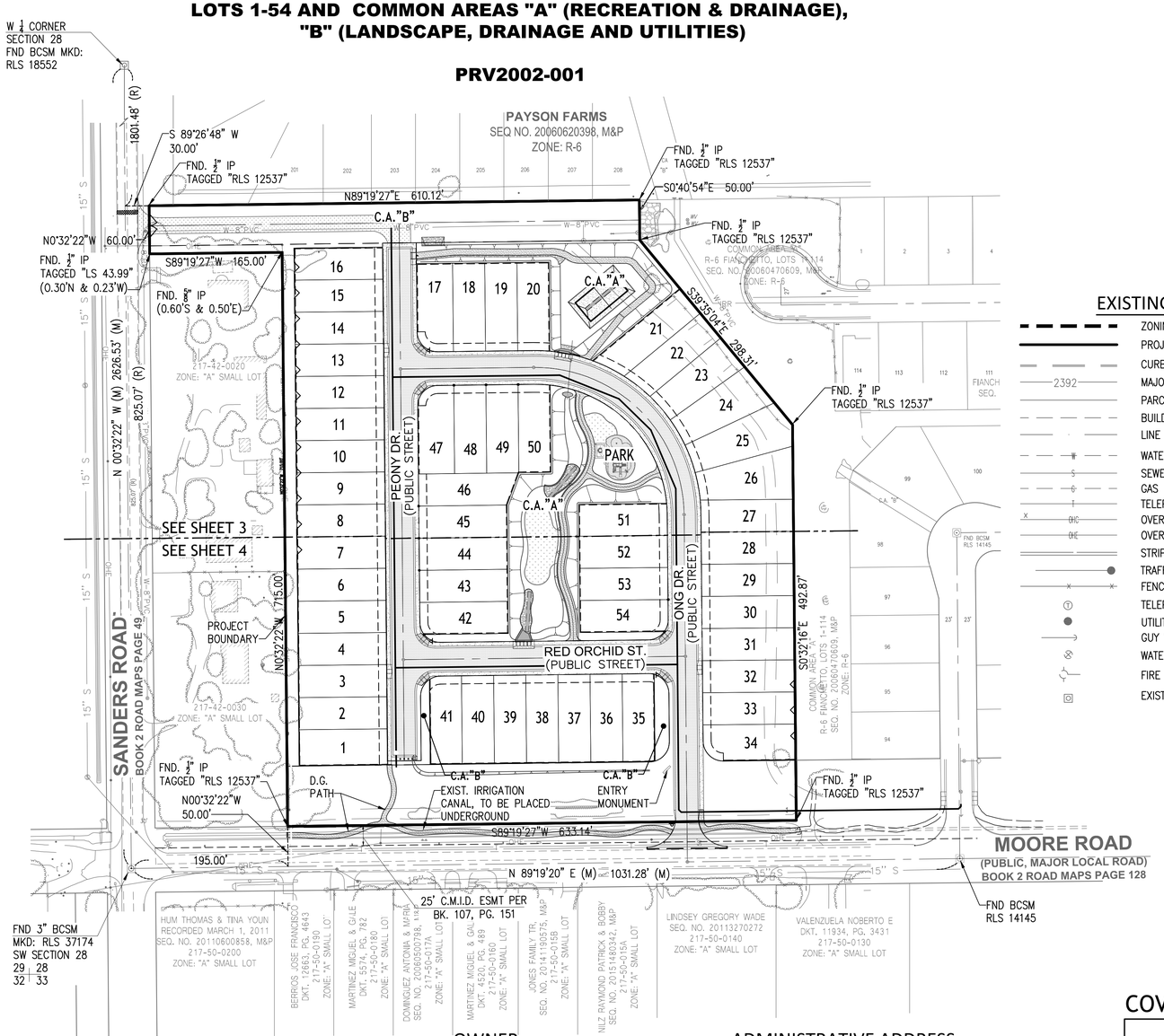
GENERAL NOTES :

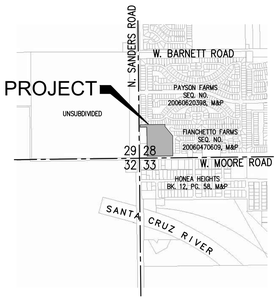
1. THE GROSS AREA OF THE SUBDIVISION IS 10.77 ACRES (±469,377 SF)
2. THE EXISTING ZONING OF THIS PROJECT IS R-6 AND NC (NEIGHBORHOOD COMMERCIAL) AND IS SUBJECT TO THE CONDITIONS OF ORDINANCE NO. 2003.19.
3. THE NUMBER OF RESIDENTIAL LOTS FOR THIS PROJECT IS 54. PROJECT DENSITY IS 5.01 RESIDENCES PER ACRE (RAC).
4. TOTAL MILES OF NEW PUBLIC STREETS IS 0.34 MILES.
5. RESIDENTIAL LOTS ARE A PERMITTED USE IN NC PORTION OF THE SITE AND ARE BEING DEVELOPED IN ACCORDANCE WITH SEC. 05.10.13 (R-3.5 RESIDENTIAL) OF THE TOWN OF MARANA, ARIZONA LAND DEVELOPMENT CODE.
6. MINIMUM ALLOWABLE LOT SIZE IS 3,500 SF. MINIMUM SIZE USED IS 4376 SF (LOTS 42 & 54).
   A. AVERAGE LOT SIZE USED IS 4484.89 SF.
   B. MAXIMUM LOT SIZE USED IS 6,162 SF. (LOT 25)
7. THE MAXIMUM ALLOWABLE BUILDING HEIGHT IS TWO STORIES, 30 FEET. LOTS 1-16 ARE REQUIRED TO BE 1-STORY PER LDC 8.06.08.C.2 AS THE ADJOINING EXISTING LOTS HAVE EXISTING ONE-STORY DWELLINGS. REFER TO LDC 8.06.03.A.2.
8. LOT DIMENSIONS:
   A. MINIMUM ALLOWABLE WIDTH IS 35', MINIMUM LOT WIDTH USED IS 40'.
   B. MINIMUM ALLOWABLE DEPTH IS 75', MINIMUM DEPTH USED IS 109'.
9. BUILDING SETBACKS:
   A. WHERE FRONT-ENTRY GARAGES ARE RECESSED 10' OR MORE FROM THE LIVABLE PORTION OF THE DWELLING, FRONT SETBACKS MAY BE REDUCED TO 10', EXCEPT WHERE GARAGES OPEN OR FACE DIRECTLY ONTO AN AN ABUTTING STREET, IN WHICH CASE THE THE GARAGE SETBACK IS TO BE A MINIMUM OF 20 FEET. A MAXIMUM OF 50% OF THE LOTS MAY HAVE A REDUCED SETBACK, WITH THE BALANCE BEING 20' OR GREATER.
   B. SIDE: 5', STREET SIDE YARD SETBACK, 10'.
   C. REAR: 10'.
10. THE MAXIMUM ALLOWABLE LOT COVERAGE BY BUILDINGS AND STRUCTURES SHALL NOT EXCEED SEVENTY-FIVE PERCENT (75%) OF THE TOTAL LOT AREA.
11. PARKING PROVISIONS INCLUDE TWO (2) ON-SITE PARKING SPACES FOR EACH LOT CONTAINED WITHIN THE GARAGE, AND AN ADDITIONAL TWO (2) ON-SITE PARKING SPACES WITHIN THE DRIVEWAY. TOTAL PROVIDED: 4 x 54 = 216 SPACES.
12. SUBDIVISION AREA CALCULATIONS:

COMMON AREA "A" RECREATION & DRAINAGE:	56,679.7 SF	(1.30 AC)
COMMON AREA "B" LANDSCAPE, DRAINAGE & UTILITIES:	45,481.4 SF	(1.04 AC)
LOT AREA:	242,183.9 SF	(5.56 AC)
DEDICATED PUBLIC R/W:	125,032.3 SF	(2.87 AC)

13. PRIVATE COMMON ON-SITE RECREATION AREA CALCULATIONS:
    NUMBER OF LOTS: 54.
    MINIMUM PRIVATE COMMON ON-SITE RECREATION: 185 S.F./LOT.
    REQUIRED TOTAL PRIVATE COMMON ON-SITE RECREATION AREA: 54 LOTS x 185 S.F./LOT = 9,990 S.F.
    PROVIDED PRIVATE COMMON ON-SITE RECRETION AREA: 56,679.7 SF (1049.62 S.F./LOT)
14. THE DEVELOPER, ANY SUCCESSORS AND ASSIGNS, SHALL COVENANT TO HOLD THE TOWN OF MARANA, ITS OFFICERS, EMPLOYEES AND AGENTS, HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THIS DEVELOPMENT, AS SHOWN HEREON, NOW AND IN THE FUTURE, BY REASON OF FLOODING, FLOWAGE, EROSION OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOOD OR RAINFALL.
15. DRAINAGE WILL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL.
16. ALL DRAINAGEWAYS, AND DRAINAGE STRUCTURES SHOWN AND LABELED AS SUCH UPON THIS PLAN WILL BE CONSTRUCTED ACCORDING TO APPROVED PLANS PRIOR TO THE ISSUANCE OF ANY PERMITS FOR LOTS 1-54.
17. HOMEOWNER'S ASSOCIATION WILL BE FORMED TO ACCEPT RESPONSIBILITY FOR MAINTENANCE, CONTROL, SAFETY, AND LIABILITY OF PRIVATE DRAINAGEWAYS, DRAINAGE EASEMENTS AND COMMON AREAS.
18. AN AGREEMENT FOR CONSTRUCTION OF FACILITIES UNDER PRIVATE CONTRACT MUST BE OBTAINED BEFORE ANY WATER UTILITIES ARE INSTALLED WITHIN THE SUBDIVISION
19. LOCAL STREETS WILL BE PUBLIC AND WILL BE DESIGNED TO ACCOMMODATE THE WB-40 DESIGN VEHICLE AT A DESIGN SPEED OF 25 MPH.
20. ALL SIGNAGE SHALL BE SUBJECT TO A SEPARATE REVIEW AND PERMITTING PROCESS THROUGH THE TOWN OF MARANA, AND WILL BE IN CONFORMANCE WITH THE TITLE 17 OF THE MARANA TOWN CODE.
21. APPROVED IMPROVEMENT PLANS WILL BE REQUIRED PRIOR TO FINAL PLAT APPROVAL.
22. THE USE OF THIS PLAT IS FOR SINGLE FAMILY DETACHED RESIDENTIAL.
23. W. MOORE ROAD AND N. SANDARIO ROAD ARE THE NEAREST PAVED ACCESSES MAINTAINED BY THE TOWN OF MARANA, WHICH SERVES THIS SUBDIVISION.
24. OBJECTS AND MATERIALS WITHIN THE SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30 INCHES AND 72 INCHES ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
25. ALL WEATHER ACCESS WILL BE PROVIDED TO ALL LOTS WITHIN THIS SUBDIVISION.
26. ALL DRAINAGEWAYS, DRAINAGE EASEMENTS AND DRAINAGE STRUCTURES SHOWN AND LABELED AS SUCH UPON THIS PLAN, WHICH ARE TO BE CONSTRUCTED IN CONJUNCTION WITH THE DEVELOPMENT OF THIS PROJECT, WILL ENTIRELY CONTAIN HEIR RESPECTIVE 100-YEAR FLOOD LIMITS UPON COMPLETION OF CONSTRUCTION, UNLESS CLEARLY LABELED OTHERWISE.
27. THIS PROJECT LIES WITHIN THE PLANNED WASTEWATER SERVICE AREA OF THE TOWN OF MARANA WATER DEPARTMENT.
28. ON-SITE SANITARY SEWERS WILL BE PUBLIC AND WILL BE DESIGNED AND CONSTRUCTED TO STANDARDS AND MUST BE ACCEPTED AND RELEASED FOR SERVICE BY THE MARANA WATER DEPARTMENT PRIOR TO THE ISSUANCE OF SEWER CONNECTION PERMITS.

(GENERAL NOTES CONTINUED ON NEXT SHEET)





LOCATION MAP

BEING A PORTION OF THE SW ¼ OF SECTION 28, T-11S, R-11E, G.&S.R.B.&M, TOWN OF MARANA, PIMA COUNTY, AZ
SCALE: 3" = 1 MILE

LEGEND

EXISTING	PROPOSED
ZONING BOUNDARY	PROJECT BOUNDARY
PROJECT BOUNDARY	CENTERLINE
CURB	GRADING LIMITS
2392 MAJOR CONTOUR	2392 MAJOR CONTOUR
PARCEL LINE	MINOR CONTOUR
BUILDING	EDGE OF PAVEMENT
LINE	SEWER & MANHOLE
W WATER	WATERLINE & VALVE
S SEWER	PUBLIC UTILITY EASEMENT
G GAS	ELECTRICAL PEDESTAL
T TELEPHONE	ELECTRICAL TRANSFORMER
OHC OVERHEAD CABLE	
OHE OVERHEAD ELECTRIC	PROPOSED ASPHALT
STRIPING	
TRAFFIC LIGHT AND POLE	PROPOSED CONCRETE
FENCE	
TELEPHONE VAULT	PROPOSED SURVEY MONUMENT
UTILITY POLE	
GUY WIRE	
WATER VALVE	
FIRE HYDRANT	
EXISTING BCSM	

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SHEET 3	PRELIMINARY PLAT
SHEET 4	PRELIMINARY PLAT
SHEET 5	DETAILS AND SECTIONS
SHEET 6	DETAILS AND SECTIONS

SCALE: 1"=80'
0' 80' 160'

BASIS OF BEARINGS:

BETWEEN PIMA COUNTY GEODETIC CONTROL POINTS R09 (NW CORNER SECTION 28) AND R17 (GRIER ROAD AND POST VAIL ROAD). SAID BEARING BEING:
N 89°36'03" E (STATE PLANE DATA)

BASIS OF ELEVATION:

PIMA COUNTY GEODETIC CONTROL POINT R09 3" BCSM IN HANDHOLE MARKING THE NW CORNER OF SECTION 28.
SAID ELEVATION BEING: 1969.24 (NAVD 88)

OWNER

LGI HOMES ARIZONA, LLC
2251 DOUGLAS BLVD.
ROSEVILLE, CA 95661
ATTN: BRANDON CHAFEY
(916)926-3136

DEVELOPER

MGS LAND, LLC
7117 E. RANCHO VISTOSO DRIVE #6003
SCOTTSDALE, AZ 85251
ATTN: MARK WINKLEMAN
(602) 432-5955

CIVIL ENGINEER

MARUM & ASSOCIATES ENGINEERING
ATTN: PATRICK MARUM, PE. (16245)
PMARUM@MARUMENG.COM
2730 E. BROADWAY BLVD., STE 250
TUCSON, AZ 85716
PH: (520) 448-4440

ADMINISTRATIVE ADDRESS:

12500 W. MOORE ROAD,
MARANA, AZ 85653

ACCEPTED

	P.E.	
MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER		DATE
MARANA PLANNING DIRECTOR		DATE
NORTHWEST FIRE DISTRICT		DATE

COVER SHEET PRV2002-001

Registered Professional Engineer (Civil) CERTIFICATE NO. 16245 PATRICK W. MARUM Date Signed 3/13/20

MARUM & ASSOCIATES ENGINEERING, LLC
2730 E. BROADWAY BLVD., STE. 250
TUCSON ARIZONA 85716 (520) 448-4440

PROJECT NO: 19059 | DSGN: LWH | DRWN: LWH | APPV: PWM DATE: 1/27/20

PRELIMINARY PLAT
FOR
SC RANCH
LOTS 1-54 AND
COMMON AREAS "A" (RECREATION AND DRAINAGE) AND "B" (LANDSCAPE, DRAINAGE AND UTILITIES)

BEING A PORTION OF THE SW ¼ OF THE SW ¼ OF SECTION 28, T11S, R11E, GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

REFERENCE: PCZ-02065, PCM1904-001

SHT. 1 OF 6

DWG: N:\2019\19059 - SC Ranch - LGI Homes\Drawings\Plan Sets\TentativePlat\19059-TP01.dwg USER: lhanson DATE: Apr 07, 2020
XREFS: MAE-BDR IM KEYNOTES FG SVX SV IMX 19059-LS

GENERAL NOTES (CONT'D):

29. ALL ON-SITE SANITARY SEWERS WILL BE DESIGNED TO PROVIDE GRAVITY FLOW.

30. THIS PROJECT LIES WITHIN THE PLANNED WATER SERVICE AREA OF THE TOWN OF MARANA WATER DEPARTMENT WHICH IS DESIGNATED BY THE DEPARTMENT OF WATER RESOURCES AS HAVING ASSURED WATER SUPPLY.

31. APPROVAL OF THIS PLAN DOES NOT AFFIRM, CERTIFY OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OR COMPLIANCE WITH ANY DEED RESTRICTIONS OR EASEMENTS.A PROJECT CONSTRUCTION PERMIT MUST BE SECURED FROM THE AUTHORIZED PUBLIC SEWER UTILITY (TOWN OF MARAN WATER DEPARTMENT) BEFORE BEGINNING ANY WORK ON THIS PROJECT.

32. FIRE FLOW FOR THIS SUBDIVISION SHALL BE A MINIMUM OF 1000 GALLONS PER MINUTE FOR A MINIMUM DURATION OF 2 HOURS. FIRE HYDRANTS SHALL BE LOCATED WITH AN AVERAGE SPACING NO GREATER THAN 500 FEET AND NO GREATER DISTANCE THAN 250 FEET FROM ANY POINT ON A STREET OR FIRE APPARATUS ACCESS ROAD TO A FIRE HYDRANT. BLUE REFLECTIVE STREET MARKERS SHALL BE PERMANENTLY AFFIXED TO THE STREET SURFACE APPROXIMATELY 8 FEET FROM THE CURB NEAREST THE HYDRANT.

33. ALL WEATHER ACCESS ROADS CAPABLE OF SUPPORTING THE IMPOSED LOAD OF 75,000 POUNDS AND REQUIRED FIRE HYDRANTS PROVIDING THE REQUIRED FIRE FLOW SHALL BE INSTALLED, TESTED AND SERVICEABLE PRIOR TO THE INTRODUCTION OF COMBUSTIBLE MATERIALS ON SITE.

34. A SIGN IDENTIFYING THE NAME OF THE BUILDER, LOT NUMBER AND ADDRESS SHALL BE POSTED IN A LOCATION VISIBLE FROM THE FIRE DEPARTMENT ACCESS ROAD. THE SIGN SHALL BE MAINTAINED IN A LEGIBLE CONDITION DURING ALL PHASES OF CONSTRUCTION BEGINNING WITH INSTALLATION OF THE FLOOR SLAB AND REMAINING UNTIL FINAL INSPECTION.

35. ACCORDING TO THE DRAINAGE REPORT, PREPARED BY MARUM & ASSOCIATES ENGINEERING DATED JANUARY 2020, THIS SUBDIVISION CONTAINS THE FOLLOWING FLOOD HAZARD ZONES:
    - ZONE X-SHADED (500-YR), ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PER FIRM PANEL NO. 04019C2293L MAP REVISED JUNE 16, 2011.

36. INSTALLATIONS OF ITEMS SUCH AS LANDSCAPE, HARDSCAPE, IRRIGATION, DRAINAGE IMPROVEMENTS, SIGNAGE, MONUMENTATION AND WALLS, ETC, WITHIN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION.

37. THE TOPOGRAPHIC AND BOUNDARY INFORMATION SHOWN ON THIS PRELIMINARY PLAT IS BASED UPON AN ALTA/ACSM LAND TITLE SURVEY PERFORMED BY PRECISION LAND SURVEYING, INC. JOB NO. 1809AGR, SEAL DATED JUNE 25, 2018.

38. AN AGREEMENT FOR CONSTRUCTION OF FACILITIES UNDER PRIVATE CONTRACT MUST BE OBTAINED BEFORE ANY UTILITIES ARE INSTALLED WITHIN THIS SUBDIVISION.

39. LANDS WITHIN THIS SUBDIVISION ARE SUBJECT TO TAX AND/OR ASSESSMENTS BY THE CORTARO-MARANA IRRIGATION DISTRICT (CMID).

40. ALL PROPOSED UTILITIES CROSSING CMID EASEMENT/FACILITIES WILL REQUIRE A PERMIT AND USE LICENSE AGREEMENT. THESE UTILITIES ARE TO BE INSTALLED WITH A MINIMUM OF 24 INCHES OF SEPARATION TO ANY DISTRICT INFRASTRUCTURE.

41. RELOCATION AND PROTECTION OF CMID PROPERTIES SHALL BE DONE AT NO EXPENSE THE DISTRICT.

42. CONSTRUCTION OF THIS PROJECT WILL REQUIRE SCHEDULING TO AVOID INTERRUPTION OF CMID IRRIGATION WATER DELIVERIES. THE CMID MANAGER MAY APPROVE A SCHEDULED INTERRUPTION DURING IRRIGATION SEASON. THE TYPICAL NON-IRRIGATION SEASON IS FROM OCTOBER 1 THROUGH DECEMBER 31, BUT MAY DIFFER AT TIMES.

43. CMID PROPERTIES, EASEMENTS OR RIGHTS-OF-WAY SHALL NOT BECOME A COMPONENT OF ANY DRAINAGE SOLUTIONS FOR THIS PROJECT. ELEVATIONS MUST BE MAINTAINED AT ALL TIMES UNLESS APPROVAL IS RECEIVED FROM THE BOARD OF DIRECTORS AND MANAGEMENT.

44. ENGINEERING AND CONSTRUCTION OF THIS PROJECT MUST ENSURE CURRENT AND FUTURE ACCESS TO ALL CMID PROPERTY, EASEMENTS AND INFRASTRUCTURE WITHIN THE PROJECT.

45. A DISTRICT CONSTRUCTION PERMIT AND USE LICENSE AGREEMENT IS REQUIRED PRIOR TO ANY CONSTRUCTION ACTIVITY OR DISTURBANCE WITHIN DISTRICT PROPERTIES, EASEMENTS OR RIGHTS-OF-WAY. A DISTRICT CONSTRUCTION PERMIT DOES NOT REPLACE OR ELIMINATE A REQUIRED PERMIT FROM OTHER ENTITIES AND OR GOVERNMENTAL AGENCIES.

46. THE FOLLOWING ASSESSOR'S PARCELS ARE CONTAINED WITHIN THE BOUNDARY OF THIS DEVELOPMENT: 217-42-004H.

47. CONSTRUCTION AUTHORIZATION FROM THE PIMA COUNTY DEPARTMENT OF ENVIRONMENTAL QUALITY IS REQUIRED BEFORE BEGINNING ANY WORK ON THIS PROJECT. APPROVAL OF THIS PRELIMINARY PLAT DOES NOT CONSTITUTE CONSTRUCTION AUTHORIZATION.

48. THE CONTRACTOR SHALL SUBMIT TO THE TOWN OF MARANA A TRAFFIC CONTROL PLAN FOR EACH PHASE OF THE WORK, A MINIMUM OF SEVEN (7) WORKING DAYS PRIOR TO COMMENCEMENT OF ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY. THE CONTRACTOR SHALL HAVE ON-SITE, AT ALL TIMES, TRAFFIC CONTROL PLANS ACCEPTED (STAMPED) BY THE TOWN OF MARANA FOR ALL WORK BEING PERFORMED WITHIN THE PUBLIC RIGHT-OF-WAY.

49. THE CONTRACTOR SHALL OBTAIN A TOWN OF MARANA RIGHT OF WAY PERMIT AND SCHEDULE A PRE-CONSTRUCTION CONFERENCE WITH THE TOWN OF MARANA RIGHT-OF-WAY INSPECTOR PRIOR TO COMMENCEMENT OF ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY.

50. THE CONTRACTOR AND ALL SUB-CONTRACTORS SHALL OBTAIN A TOWN OF MARANA BUSINESS LICENSE PRIOR TO COMMENCEMENT OF ANY WORK.

51. TWO COPIES OF A STORMWATER POLLUTION PREVENTION PLAN AND REVIEW FEES SHALL BE SUBMITTED TO THE TOWN OF MARANA PRIOR TO ISSUANCE OF A GRADING PERMIT.

52. ALL EXTERIOR LIGHTING SHALL BE PER THE CURRENT ADOPTED TOWN OF MARANA OUTDOOR LIGHTING CODE.

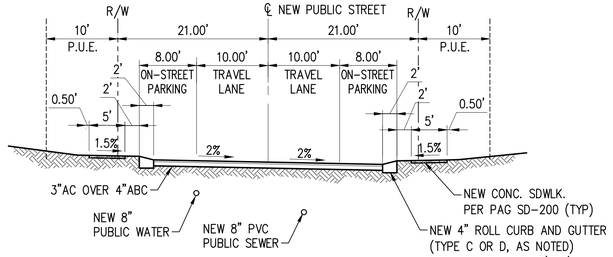
53. ALL WALLS SHALL BE CONSTRUCTED OF, OR PAINTED WITH, GRAFFITI RESISTANT MATERIALS.

54. A 100% AREA COVERAGE SURVEY FOR THE SONORAN DESERT TORTOISE WILL BE COMPLETED BY A QUALIFIED WILDLIFE BIOLOGIST THIRTY DAYS BEFORE GRADING, WITH A COPY OF THE SURVEY FORM SENT TO THE TOWN PRIOR TO THE ISSUANCE OF A GRADING PERMIT.

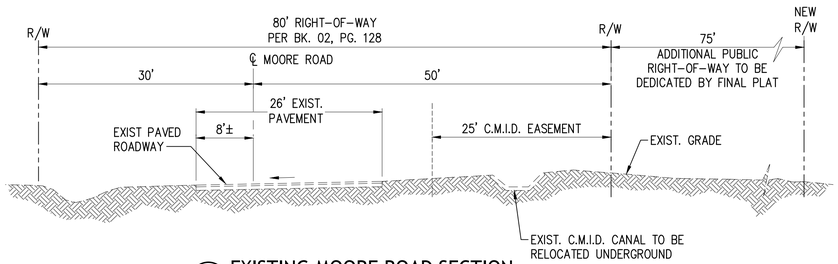
55. THE WESTERN BURROWING OWL IS PROTECTED UNDER THE FEDERAL MIGRATOTY BIRD TREATY ACT OF 1918 AND STATE LAW TITLES 17-101 AND 17-235. ALL LAND DISTURBANCE FOR THE LIFE OF THIS PROJECT WILL REQUIRE THAT A QUALIFIED BIOLOGIST (CERTIFIED BY AZ GAME & FISH DEPAERTMENT (AZGFD) PERFORM A SURVEY 30 DAYS PRIOR TO THE START OF ANY GRADING ACTIVITY.

56. THIS DEVELOPMENT IS SUBJECT TO THE CONDITIONS AND AGREEMENTS OF ORDINANCE 2003.19 AND PCM19040-001 WAIVER OF SUBDIVISION REQUIREMENTS FOR SC RANCH.

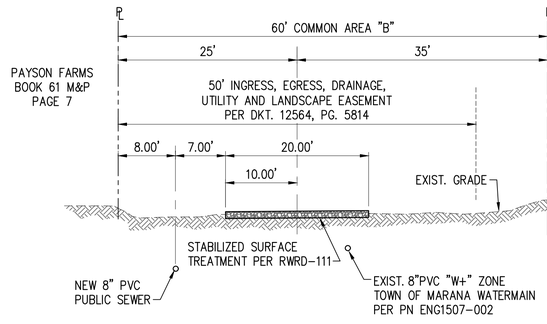
57. ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48Kv OR GREATER AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS OR THOSE LINES ADJACENT TO THE PROPOSED SC RANCH SUBDIVISION AS WAIVED BY TOWN OF MARANA PROJECT NUMBER PCM1904-001.



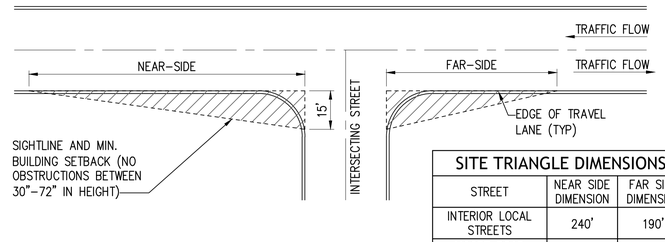
A PUBLIC STREET - WARP SECTION
1"=10'



B EXISTING MOORE ROAD SECTION
1"=10'

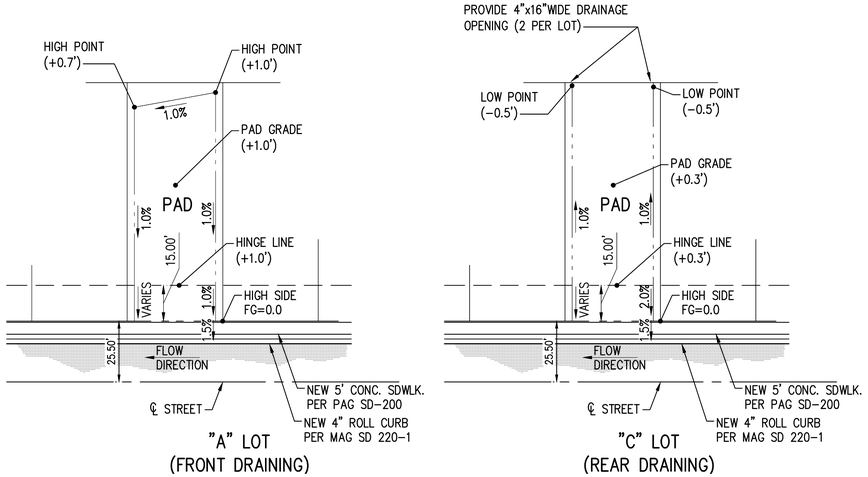


C PROPOSED EMERGENCY ACCESS ROAD SECTION
1"=10'

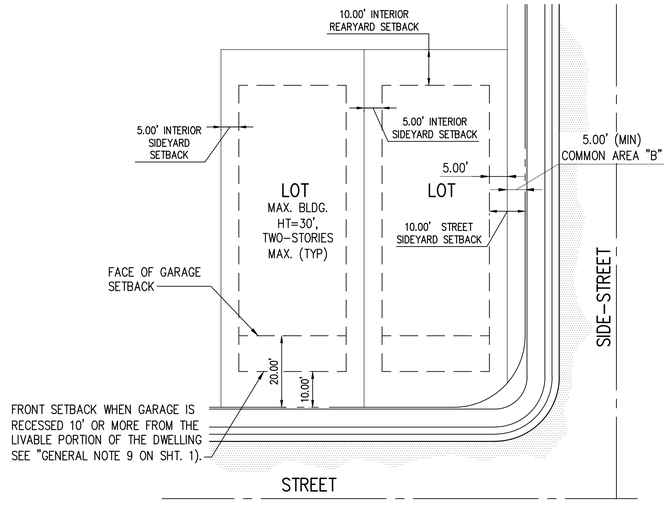


SITE TRIANGLE DIMENSIONS		
STREET	NEAR SIDE DIMENSION	FAR SIDE DIMENSION
INTERIOR LOCAL STREETS	240'	190'
MOORE ROAD INTERSECTION	480'	370'

F TYPICAL SITE VISIBILITY TRIANGLES
NTS



F TYPICAL LOT GRADING DETAIL
NTS



E TYPICAL LOT SETBACKS DETAIL
NTS

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	291.04'	185.00'	90°08'17"
C2	39.33'	25.00'	90°08'17"
C3	7.03'	25.00'	16°06'56"
C4	32.18'	25.00'	73°44'47"
C5	32.18'	25.00'	73°44'47"
C6	7.15'	25.00'	16°23'30"
C7	23.18'	25.00'	53°07'48"
C8	16.03'	25.00'	36°43'55"
C9	14.41'	164.00'	5°02'06"
C10	17.78'	206.00'	4°56'38"
C11	34.93'	206.00'	9°42'56"
C12	36.51'	206.00'	10°09'15"
C13	36.51'	206.00'	10°09'15"
C14	38.64'	206.00'	10°44'47"
C15	41.02'	206.00'	11°24'31"
C16	43.93'	206.00'	12°13'09"
C18	20.37'	206.00'	5°39'55"
C19	20.29'	164.00'	7°05'15"
C20	223.31'	164.00'	78°00'55"
C21	14.63'	25.00'	33°31'25"
C22	24.58'	25.00'	56°20'24"
C23	23.17'	25.00'	53°05'46"
C24	16.16'	25.00'	37°02'25"
C25	39.21'	25.00'	89°51'49"
C26	39.33'	25.00'	90°08'11"

NOTES & TYPICAL SECTIONS PRV2002-001

Registered Professional Engineer (Civil) CERTIFICATE NO. 16245 PATRICK W. MARUM Date Signed 3/15/20

MARUM & ASSOCIATES ENGINEERING, LLC
2730 E. BROADWAY BLVD., STE. 250
TUCSON ARIZONA 85716 (520) 448-4440

PROJECT NO: 19059 | DSGN: LWH | DRWN: LWH | APPV: PWM | DATE: 1/27/20

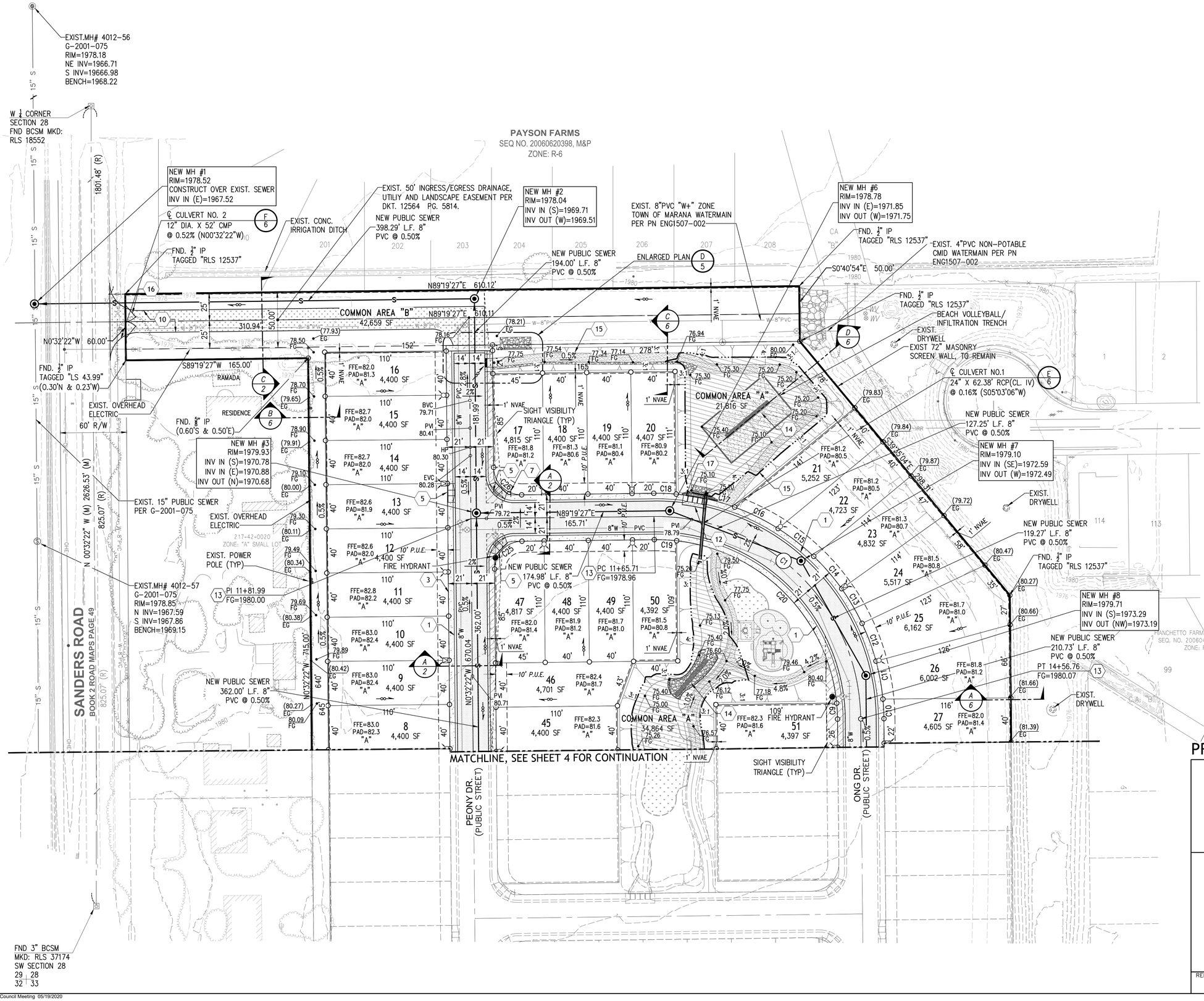
PRELIMINARY PLAT
FOR
SC RANCH
LOTS 1-54 AND
COMMON AREAS "A" (RECREATION AND DRAINAGE) AND "B" (LANDSCAPE, DRAINAGE AND UTILITIES)

BEING A PORTION OF THE SW ¼ OF THE SW ¼ OF SECTION 28, T11S, R11E, GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

REFERENCE: PCZ-02065, PCM1904-001

SHT. 2 OF 6

DWG: N:\2019\19059 - SC Ranch - LGI Homes\Drawings\Plan Sets\TentativePlat\19059-TP02.dwg USER: lhanson DATE: Apr 07, 2020
XREFS: MAE-BDR IM KEYNOTES FG SVX SV MX 19059-LS



KEYNOTES:

1. NEW 4" ROLL CURB AND GUTTER (TYPE C OR D, AS NOTED) PER MAG SD 220-1 (TYP)
2. NEW CONC. HEADER PER P.A.G. STD. DTL. NO. 213
3. NEW 5' CONC. SIDEWALK PER P.A.G.. STD. DTL. NO. 200
4. PROVIDE 5' TRANSITION FROM ROLL CURB TO CONC. HEADER
5. NEW CURB ACCESS RAMP PER P.A.G. STD. DTL. 207 WITH DETECTABLE WARNING STRIP PER ANSI STD. A117.1-2003, SEC. 406.13
6. SAWCUT MINIMUM 1' EXISTING PAVEMENT, TRIM, TACK AND JOIN TO EXISTING PAVEMENT.
7. NEW STOP SIGN (R1-1 w/ D3) PER PCDOT STD, 5-11
8. DUMPED RIPRAP, D_{50}=6", T=2D_{50} OVER FILTER FABRIC
9. RIPRAP EMBEDED IN 6" GUNITE PER P.A.G. STD. SPEC. 912(C). D_{50}=6"
10. STABILIZED SURFACE TREATMENT PER RWRD-111
11. NEW 4-CELL SIDEWALK SCUPPER (TYPE 3) PER P.A.G. STD. DTL. NO. 205.5. Q_{100}=18.8cfs REFER TO DTL. A ON SHT. 5
12. NEW 3-CELL SIDEWALK SCUPPER (TYPE 3) PER P.A.G. STD. DTL. NO. 205.5. Q_{100}=10.3cfs REFER TO DETAIL B ON SHEET 5
13. NEW SURVEY MONUMENT PER P.A.G. STD. DTL. NO. 103
14. 50' LONG x 4' WIDE x 10' DEEP DRAINAGE INFILTRATION TRENCH FILLED WITH 1"-3" LEACH ROCK. LINE TRENCH WITH HIGH-DURABILITY PERMEABLE FILTER FABRIC. REFER TO PLANS FOR ADDITIONAL DETAILS
15. NEW 6' DECOMPOSED GRANITE PEDESTRIAN PATH
16. EMERGENCY ACCESS GATE WITH KNOX-BOX TO BE INSTALLLED SPANNING 20' WIDE ACCESS ROAD. CONTRACTOR TO COORDINATE INSTALLATION WITH NORTHWEST FIRE AND MARANA WATER.
17. NEW HAND RAIL PER P.A.G. STD. DTL. NO. 105

PRELIMINARY PLAT

PRV2002-001

Registered Professional Engineer (Civil) CERTIFICATE NO. 16245 PATRICK W. MARUM Date Signed 3/13/20

MARUM & ASSOCIATES ENGINEERING, LLC
2730 E. BROADWAY BLVD., STE. 250
TUCSON ARIZONA 85716 (520) 448-4440

PROJECT NO: 19059 | DSGN: LWH | DRWN: LWH | APPV: PWM DATE: 1/27/20

PRELIMINARY PLAT FOR SC RANCH

LOTS 1-54 AND COMMON AREAS "A" (RECREATION AND DRAINAGE) AND "B" (LANDSCAPE, DRAINAGE AND UTILITIES)

BEING A PORTION OF THE SW ¼ OF THE SW ¼ OF SECTION 28, T11S, R11E, GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

REFERENCE: PCZ-02065, PCM1904-001

SHT. 3 OF 6

DWG: N:\2019\19059 - SC Ranch - LG Homes\Drawings\Plan Sets\TentativePlat\19059-TP03.dwg USER: lhanson DATE: Mar 17, 2020
XREFS: MAE-BDR IM KEYNOTES FG SVX SV MX 19059-LS

KEYNOTES:

1. NEW 4" ROLL CURB AND GUTTER (TYPE C OR D, AS NOTED) PER MAG SD 220-1 (TYP)
2. NEW CONC. HEADER PER P.A.G. STD. DTL. NO. 213
3. NEW 5' CONC. SIDEWALK PER P.A.G.. STD. DTL. NO. 200
4. PROVIDE 5' TRANSITION FROM ROLL CURB TO CONC. HEADER
5. NEW CURB ACCESS RAMP PER P.A.G. STD. DTL. 207 WITH DETECTABLE WARNING STRIP PER ANSI STD. A117.1-2003, SEC. 406.13
6. SAWCUT MINIMUM 1' EXISTING PAVEMENT, TRIM, TACK AND JOIN TO EXISTING PAVEMENT.
7. NEW STOP SIGN (R1-1 w/ D3) PER PCDOT STD, 5-11
8. DUMPED RIPRAP, D_{50}=6", T=2D_{50} OVER FILTER FABRIC
9. RIPRAP EMBEDED IN 6" GUNITE PER P.A.G. STD. SPEC. 912(C). D_{50}=6"
10. STABILIZED SURFACE TREATMENT PER RWRD-111
11. NEW 4-CELL SIDEWALK SCUPPER (TYPE 3) PER P.A.G. STD. DTL. NO. 205.5. Q_{100}=18.8cfs REFER TO DTL. A ON SHT. 5
12. NEW 3-CELL SIDEWALK SCUPPER (TYPE 3) PER P.A.G. STD. DTL. NO. 205.5. Q_{100}=10.3cfs REFER TO DETAIL B ON SHEET 5
13. NEW SURVEY MONUMENT PER P.A.G. STD. DTL. NO. 103
14. 50' LONG x 4' WIDE x 10' DEEP DRAINAGE INFILTRATION TRENCH FILLED WITH 1"-3" LEACH ROCK. LINE TRENCH WITH HIGH-DURABILITY PERMEABLE FILTER FABRIC. REFER TO PLANS FOR ADDITIONAL DETAILS
15. NEW 6' DECOMPOSED GRANITE PEDESTRIAN PATH
16. EMERGENCY ACCESS GATE WITH KNOX-BOX TO BE INSTALLLED SPANNING 20' WIDE ACCESS ROAD. CONTRACTOR TO COORDINATE INSTALLATION WITH NORTHWEST FIRE AND MARANA WATER.
17. NEW HAND RAIL PER P.A.G. STD. DTL. NO. 105

MATCHLINE, SEE SHEET 3 FOR CONTINUATION

SANDERS ROAD
BOOK 2 ROAD MAPS PAGE 49

PEONY DR. (PUBLIC STREET)

RED ORCHID ST. (PUBLIC STREET)

MOORE ROAD
(PUBLIC, MAJOR LOCAL ROAD)
BOOK 2 ROAD MAPS PAGE 128

PROJECT BOUNDARY

COMMON AREA "B"
42,659 SF

COMMON AREA "B"
1,318 SF

COMMON AREA "B"
1,717 SF

NEW PUBLIC SEWER
362.00' L.F. 8"
PVC @ 0.50%

NEW MH #4
RIM=1979.53
INV IN (S)=1972.64
INV IN (E)=1972.74
INV OUT (N)=1972.58

NEW PUBLIC SEWER
108.36' L.F. 8"
PVC @ 1.00%

NEW MH #5
RIM=1980.02
INV OUT (N)=1973.72

NEW PUBLIC SEWER
351.15' L.F. 8"
PVC @ 0.50%

NEW PUBLIC SEWER
210.73' L.F. 8"
PVC @ 0.50%

NEW MH #9
RIM=1979.93
INV IN (S)=1974.69
INV OUT (W)=1974.49
INV OUT (N)=1974.34

NEW PUBLIC SEWER
94.69' L.F. 8"
PVC @ 1.00%

NEW MH #10
RIM=1981.57
INV OUT (N)=1975.64

PI 15+43.99
FG=1979.60

PI 16+33.31
FG=1979.85

SIGHT VISIBILITY TRIANGLE (TYP)

FIRE HYDRANT

EXIST. POWER POLE (TYP)

EXIST. OVERHEAD ELECTRIC

EXIST. POWER POLE W/ DOWN GUY

EXIST. CONC. IRRIGATION DITCH

EXIST. 72" MASONRY SCREEN WALL, TO REMAIN

EXIST. 8"PVC "W+" ZONE TOWN OF MARANA WATERMAIN PER PN ENG0508-22

EXIST. IRR (36"ø HDPE)

EXIST. CMID JUNCTION BOX

EXIST. POWER POLE

ADDITIONAL R/W DEDICATION PER BK 60 M&P PG 97

60' R/W

75' ADDITIONAL RIGHT-OF-WAY TO BE DEDICATED BY FINAL PLAT

FND. ½" IP TAGGED "RLS 12537"
50' ½ RIGHT-OF-WAY PER BK. 02, PG. 128

25' C.M.I.D. ESMT PER BK. 107, PG. 151

30' ½ RIGHT-OF-WAY PER BK. 02, PG. 128

FND 3" BCSM
MKD: RLS 37174
SW SECTION 28
29 | 28
32 | 33

FND BCSM
RLS 14145

ENLARGED PLAN E/5

S89°19'27"W 633.14'

N 00°32'22" W (M) 2626.53' (M)

N 00°32'40"

217-47-0030
ZONE: "A" SMALL LOT

HUM THOMAS & TINA YOUN
RECORDED MARCH 1, 2011
SEQ. NO. 20110600858, M&P
217-50-0200

ZONE: "A" SMALL LOT
217-50-0190

MARTIN DKT
ZONE: "A" SMALL LOT
217-50-0180

ZONE: "A" SMALL LOT
MARIA
SEQ. NO. 20060500798, M&P
217-50-017A

ZONE: "A" SMALL LOT
MARTINEZ MIGUEL & MARIA
DKT. 4520, PG. 489
217-50-0160

ZONE: "A" SMALL LOT
SEQ. NO. 20141190575, M&P
217-50-015B
ZONE: "A" SMALL LOT

NILZ RAYMOND PATRICK & BOBBY
SEQ. NO. 20151480342, M&P
217-50-015A
ZONE: "A" SMALL LOT

LINDSEY GREGORY WADE
SEQ. NO. 20113270272
217-50-0140

ZONE: "A" SMALL LOT

VALENZUELA NOBERTO E
DKT. 11934, PG. 3431
217-50-0130

ZONE: "A" SMALL LOT

EXISTING C.M.I.D. CANAL TO BE RELOCATED TO BE UNDERGROUND ALONG PROJECT FRONTAGE AS APPROVED BY C.M.I.D. AND THE TOWN OF MARANA AS PART OF THIS DEVELOPMENT. IMPROVEMENT PLANS FOR UNDERGROUNDING C.M.I.D. TO BE SUBMITTED TO AND ACCEPTED BY THE TOWN OF MARANA PRIOR TO ACCEPTANCE OF THE FINAL PLAT.

SCALE: 1"=40'
0' 40' 80'

PRELIMINARY PLAT PRV2002-001

Registered Professional Engineer (Civil) CERTIFICATE NO. 16245 PATRICK W. MARUM Date Signed 3/13/20

MARUM & ASSOCIATES ENGINEERING, LLC
2730 E. BROADWAY BLVD., STE. 250
TUCSON ARIZONA 85716 (520) 448-4440

PROJECT NO: 19059 | DSGN: LWH | DRWN: LWH | APPV: PWM | DATE: 1/27/20

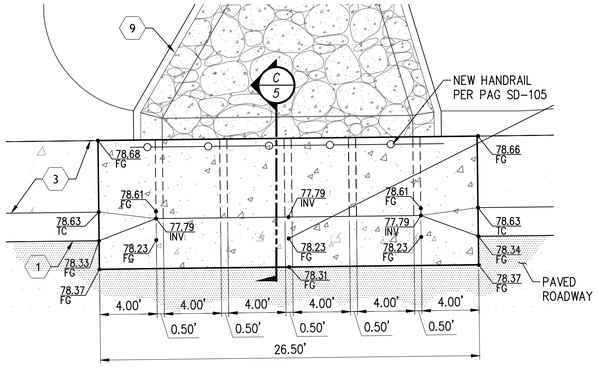
PRELIMINARY PLAT
FOR
SC RANCH
LOTS 1-54 AND
COMMON AREAS "A" (RECREATION AND DRAINAGE) AND "B" (LANDSCAPE, DRAINAGE AND UTILITIES)

BEING A PORTION OF THE SW ¼ OF THE SW ¼ OF SECTION 28, T11S, R11E, GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

REFERENCE: PCZ-02065, PCM1904-001

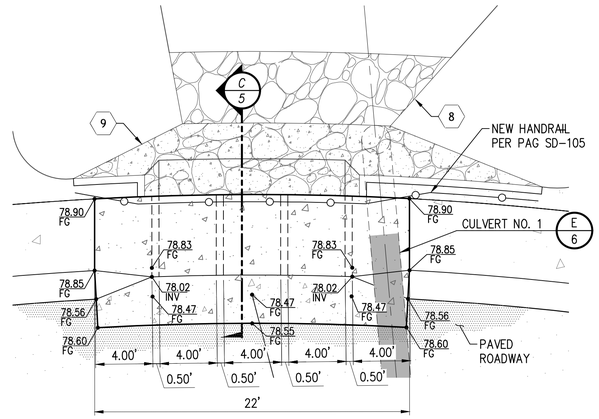
SHT. 4 OF 6

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XREFS: MAE-BDR IM KEYNOTES FG SVK SV MMX 19059-LS



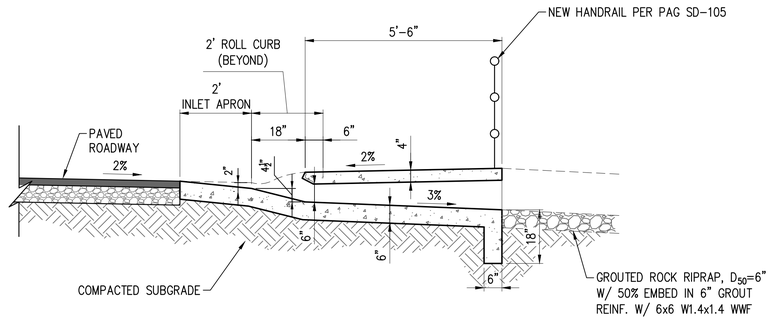
A SCUPPER NO. 1 — 1"=5'

NEW 4-CELL SDWLK. SCUPPER (TYPE 3)
PER PAG SD-205.5
Q100=23.5cfs, (D.A. A+B)



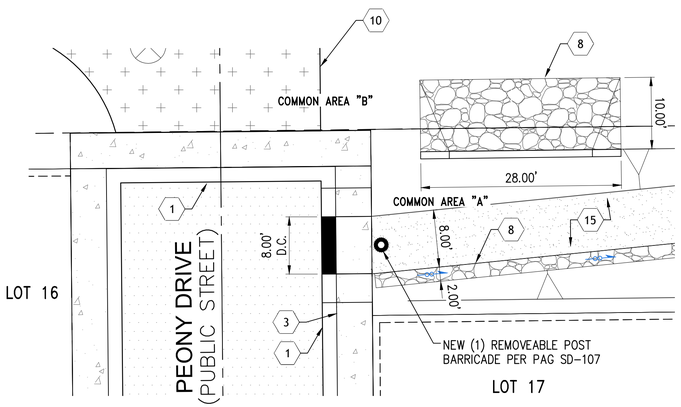
B SCUPPER NO. 2 — 1"=5'

NEW 3-CELL SDWLK. SCUPPER (TYPE 3)
PER PAG SD-205.5
Q100=10.3cfs, (D.A. C+D)

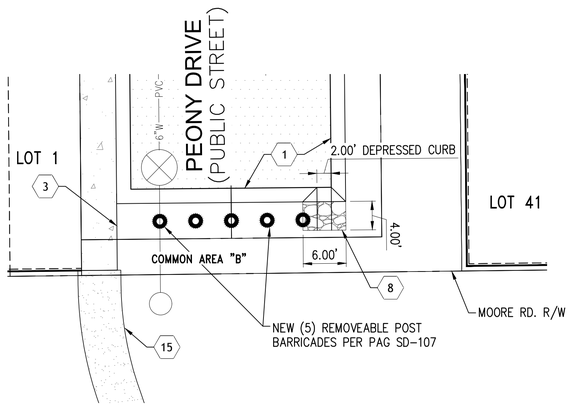


C TYPICAL SCUPPER SECTION — 1"=2'

NEW SDWLK. SCUPPER (TYPE 3)
PER PAG SD-205.5



D ENLARGED PLAN — 1"=10'



E ENLARGED PLAN — 1"=10'

KEYNOTES:

1. NEW 4" ROLL CURB AND GUTTER (TYPE C OR D, AS NOTED) PER MAG SD 220-1 (TYP)
2. NEW CONC. HEADER PER P.A.G. STD. DTL. NO. 213
3. NEW 5' CONC. SIDEWALK PER P.A.G.. STD. DTL. NO. 200
4. PROVIDE 5' TRANSITION FROM ROLL CURB TO CONC. HEADER
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6. SAWCUT MINIMUM 1' EXISTING PAVEMENT, TRIM, TACK AND JOIN TO EXISTING PAVEMENT.
7. NEW STOP SIGN (R1-1 w/ D3) PER PCDOT STD, 5-11
8. DUMPED RIPRAP, D_{50}=6", T=2D_{50} OVER FILTER FABRIC
9. RIPRAP EMBEDED IN 6" GUNITE PER P.A.G. STD. SPEC. 912(C). D_{50}=6"
10. STABILIZED SURFACE TREATMENT PER RWRD-111
11. NEW 4-CELL SIDEWALK SCUPPER (TYPE 3) PER P.A.G. STD. DTL. NO. 205.5. Q_{100}=18.8cfs REFER TO DTL. A ON SHT. 5
12. NEW 3-CELL SIDEWALK SCUPPER (TYPE 3) PER P.A.G. STD. DTL. NO. 205.5. Q_{100}=10.3cfs REFER TO DETAIL B ON SHEET 5
13. NEW SURVEY MONUMENT PER P.A.G. STD. DTL. NO. 103
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15. NEW 6' DECOMPOSED GRANITE PEDESTRIAN PATH
16. EMERGENCY ACCESS GATE WITH KNOX-BOX TO BE INSTALLLED SPANNING 20' WIDE ACCESS ROAD. CONTRACTOR TO COORDINATE INSTALLATION WITH NORTHWEST FIRE AND MARANA WATER.
17. NEW HAND RAIL PER P.A.G. STD. DTL. NO. 105

DETAILS

PRV2002-001

Registered Professional Engineer (Civil)
CERTIFICATE NO.
16245
PATRICK W. MARUM
Date Signed 3/13/20

MARUM & ASSOCIATES ENGINEERING, LLC
2730 E. BROADWAY BLVD., STE. 250
TUCSON ARIZONA 85716 (520) 448-4440

PROJECT NO: 19059 | DSGN: LWH | DRWN: LWH | APPV: PWM | DATE: 1/27/20

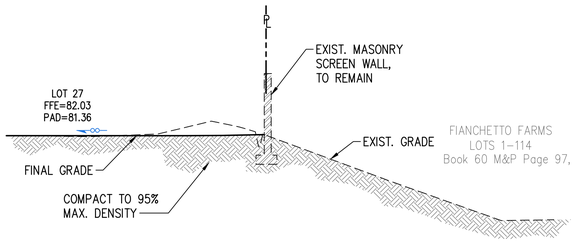
PRELIMINARY PLAT
FOR
SC RANCH
LOTS 1-54 AND
COMMON AREAS "A" (RECREATION AND DRAINAGE) AND "B" (LANDSCAPE, DRAINAGE AND UTILITIES)

BEING A PORTION OF THE SW ¼ OF THE SW ¼ OF SECTION 28, T11S, R11E, GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

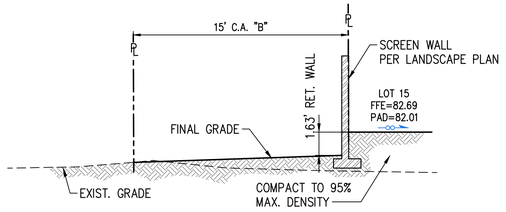
REFERENCE: PCZ-02065, PCM1904-001

SHT. 5 OF 6

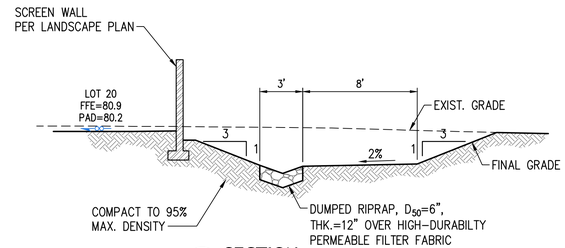
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XREFS: MAE-BBR IM KEYNOTES FG SVX SV IMX 19059-LS



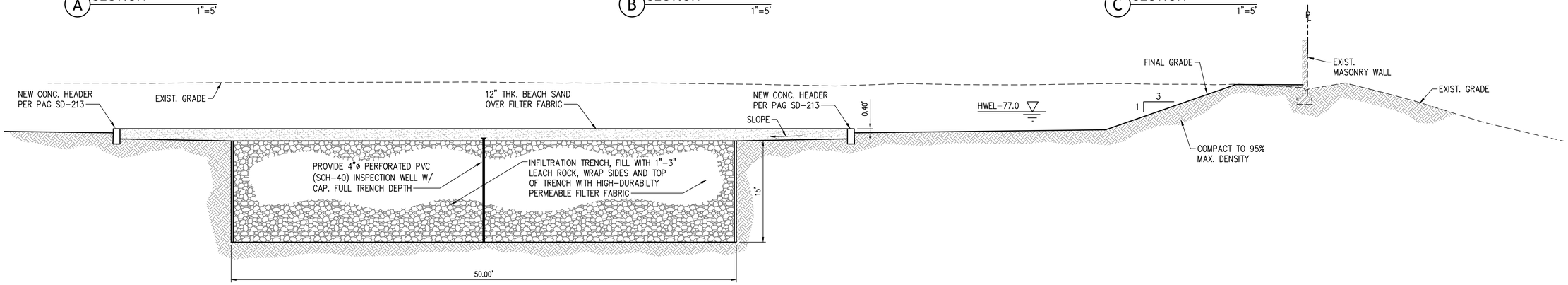
A SECTION 1"=5'



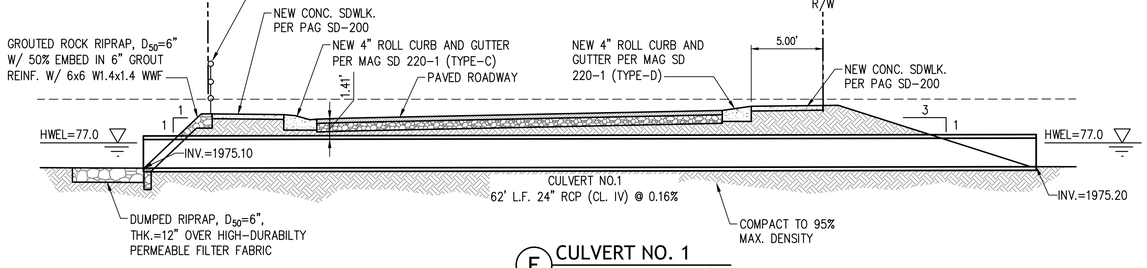
B SECTION 1"=5'



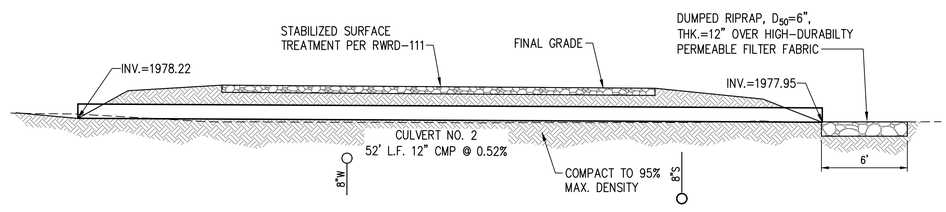
C SECTION 1"=5'



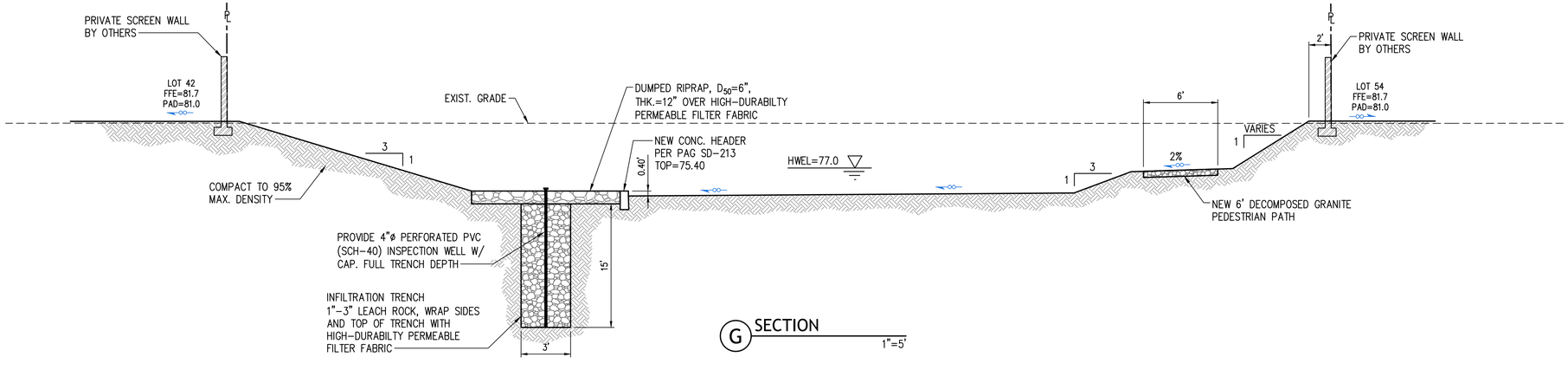
D SECTION 1"=5'



E CULVERT NO. 1 1"=5'



F CULVERT NO. 2 1"=5'



G SECTION 1"=5'

GRADING SECTIONS & DETAILS

PRV2002-001

Registered Professional Engineer (Civil)
CERTIFICATE NO.
16245
PATRICK W. MARUM
Date Signed 3/13/20
Arizona U.S.A.

MARUM & ASSOCIATES ENGINEERING, LLC
2730 E. BROADWAY BLVD., STE. 250
TUCSON ARIZONA 85716 (520) 448-4440

PROJECT NO: 19059 | DSGN: LWH | DRWN: LWH | APPV: PWM | DATE: 1/27/20

PRELIMINARY PLAT
FOR
SC RANCH
LOTS 1-54 AND
COMMON AREAS "A" (RECREATION AND DRAINAGE) AND "B" (LANDSCAPE, DRAINAGE AND UTILITIES)

BEING A PORTION OF THE SW ¼ OF THE SW ¼ OF SECTION 28, T11S, R11E, GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

REFERENCE: PCZ-02065, PCM1904-001

SHT. 6 OF 6

DWG: N:\2019\19059 - SC Ranch - LGI Homes\Drawings\Plan Sets\TentativePlat\19059-TP06.dwg USER: lhanson DATE: Mar 13, 2020
XREFS: MAE-BDR IM KEYNOTES FG SVX SV MVX 19059-LS



Landscape Legend

Trees

Shrubs

Accents

Groundcover

Hardscape Legend

- Standard Gray Concrete - Medium Broom
- Turf Grass - Tifway 419 or Approved Equal
- Engineered Wood Fiber Safety Surfacing
- Mortar Sand Volleyball Court Surface
- 1/2" Apache Gold Decorative Gravel, 2" Depth
- 1" Screened Apache Red Decorative Gravel, 2" Depth
- 3/8" Apache Brown Stabilized Decomposed Granite
- Standard Gray Rip Rap - Refer to Civil Plans

Subdivision Area Calculations

Subdivision Area Calculations:
Common Area "A" Natural Open Space: 56,679.7 S.F. (1.30 AC)
Common Area "B" Landscape/Drainage: 45,481.4 S.F. (1.04 AC)
Lot Area: 242,183.9 S.F. (5.56 AC)
Dedicated Public R/W: 124,032.3 S.F. (2.87 AC)

Private Common On-Site Recration Area Calculations

Private Common On-Site Recreation Area Calculations:
Number Of Lots: 54
Minimum Private Common On-Site Recreation: 185 S.F./Lot
Req. Total Private Common On-Site Recreation Area: 54 Lots X 185 S.F./Lot = 9,990 S.F.
Provided Private Common On-Site Recreation Area: 56,679.7 S.F. (1049.62 S.F./Lot)

Landscape Calculations

20' Buffer Along Moore Road Requirement
601 LF of Frontage = 12,020 S.F.

Required	Provided
.6 Plants (Trees & Shrubs) per 100 sf = 72 Plants	72 Plants
1 15g Tree per 3 Shrubs = 18 Trees	18 Trees
3 Shrubs per 1 Tree = 54 Shrubs	54 Shrubs
20% of Total Shrubs and Trees to be 1g Groundcover = 15 Groundcover	17 Groundcover

6' Buffer Along Western Parcels
645 LF of Frontage = 3,870 SF

Required	Provided
1.5 Plants (Trees & Shrubs) per 100 sf = 60 Plants	60 Plants
1 15g Tree per 3 Shrubs = 15 Trees	15 Trees
3 Shrubs per 1 Tree = 45 Shrubs	45 Shrubs
20% of Total Shrubs and Trees to be 1g Groundcover = 12 Groundcover	12 Groundcover

Note:
The landscaping for this buffer to be installed at the time of development of the adjacent western parcels or when the overhead lines are placed underground.

SC RANCH | SITE PLAN

04/07/2020

NORTH 0 10 40 80 SCALE

NORRIS DESIGN
Planning | Landscape Architecture | Branding

LANDSCAPE PLAN
FOR
SC RANCH
LOTS 1-54 AND COMMON AREAS "A" (RECREATION), "B" (DRAINAGE AND LANDSCAPE), AND "C" (OPEN SPACE AND UTILITIES)

LPR2002-001

GENERAL NOTES:

1. THE GROSS AREA OF THE SUBDIVISION IS 10.77 ACRES (±469,377 SF)
2. THE EXISTING ZONING OF THIS PROJECT IS R-6 AND NC AND IS SUBJECT TO THE CONDITIONS OF ORDINANCE NO. 2003.19.
3. THE NUMBER OF RESIDENTIAL LOTS FOR THIS PROJECT IS 54. PROJECT DENSITY IS 5.01 RESIDENCES PER ACRE (RAC).
4. TOTAL MILES OF NEW PUBLIC STREETS IS 0.34 MILES.
5. THE RESIDENTIAL LOTS WITHIN THE NC PORTION OF THE SITE ARE BEING DEVELOPED IN ACCORDANCE WITH SEC. 05.10.13 (R-3.5 RESIDENTIAL) OF THE TOWN OF MARANA, ARIZONA LAND DEVELOPMENT CODE.
6. MINIMUM ALLOWABLE LOT SIZE IS 3,500 SF. MINIMUM SIZE USED IS 4,376 SF (LOTS 42 & 54).
   A. AVERAGE LOT SIZE USED IS 4,484.89 SF.
   B. MAXIMUM LOT SIZE USED IS 6,162 SF. (LOT 25)
7. THE MAXIMUM ALLOWABLE BUILDING HEIGHT IS TWO STORIES, 30 FEET.
8. LOT DIMENSIONS:
   A. MINIMUM ALLOWABLE WIDTH IS 35', MINIMUM LOT WIDTH USED IS 40'.
   B. MINIMUM ALLOWABLE DEPTH IS 75', MINIMUM DEPTH USED IS 109'.
9. BUILDING SETBACKS:
   A. WHERE FRONT-ENTRY GARAGES ARE RECESSED 10' OR MORE FROM THE LIVABLE PORTION OF THE DWELLING FRONT SETBACK MAY BE REDUCED TO 10'. A MAXIMUM OF 50% OF THE LOTS MAY HAVE A REDUCED SETBACK, WITH THE BALANCE BEING 20' OR GREATER.
   B. SIDE: 5', STREET SIDE YARD SETBACK, 10'.
   C. REAR: 10'.
10. PARKING PROVISIONS INCLUDE TWO (2) ON-SITE PARKING SPACES FOR EACH LOT CONTAINED WITHIN THE GARAGE, AND AN ADDITIONAL TWO (2) ON-SITE PARKING SPACES WITHIN THE DRIVEWAY. TOTAL PROVIDED: 4 x 54 = 216 SPACES.
11. THIS DEVELOPMENT WILL BE SUBJECT TO SECTION 08.06 (THE ALTERNATIVE NEIGHBORHOOD AND RESIDENTIAL DESIGN OPLAN STANDARDS) OF THE MARANA LAND DEVELOPMENT CODE. THE PROJECT BUILDER WILL NEED TO SUBMIT BOTH AN ALTERNATIVE NEIGHBORHOOD AND RESIDENTIAL DESIGN PLANS AT THE TIME OF BUILDING PERMIT SUBMISSIONS.
12. SUBDIVISION AREA CALCULATIONS:

COMMON AREA "A" NATURAL OPEN SPACE:	56,679.7 SF	(1.30 AC)
COMMON AREA "B" LANDSCAPE/DRAINAGE:	45,481.4 SF	(1.04 AC)
LOT AREA:	242,183.9 SF	(5.56 AC)
DEDICATED PUBLIC R/W:	125,032.3 SF	(2.87 AC)

13. PRIVATE COMMON ON-SITE RECREATION AREA CALCULATIONS:
    NUMBER OF LOTS: 54.
    MINIMUM PRIVATE COMMON ON-SITE RECREATION: 185 S.F./LOT.
    REQUIRED TOTAL PRIVATE COMMON ON-SITE RECREATION AREA: 54 LOTS x 185 S.F./LOT = 9,990 S.F.
    PROVIDED PRIVATE COMMON ON-SITE RECREATION AREA: 56,679.7 S.F. (1049.62 S.F./LOT)
14. THE DEVELOPER, ANY SUCCESSORS AND ASSIGNS, SHALL COVENANT TO HOLD THE TOWN OF MARANA, ITS OFFICERS, EMPLOYEES AND AGENTS, HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THIS DEVELOPMENT, AS SHOWN HEREON, NOW AND IN THE FUTURE, BY REASON OF FLOODING, FLOWAGE, EROSION OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOOD OR RAINFALL.
15. DRAINAGE WILL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL.
16. ALL DRAINAGEWAYS, AND DRAINAGE STRUCTURES SHOWN AND LABELED AS SUCH UPON THIS PLAN WILL BE CONSTRUCTED ACCORDING TO APPROVED PLANS PRIOR TO THE ISSUANCE OF ANY PERMITS FOR LOTS 1-54.
17. HOMEOWNER'S ASSOCIATION WILL BE FORMED TO ACCEPT RESPONSIBILITY FOR MAINTENANCE, CONTROL, SAFETY, AND LIABILITY OF PRIVATE DRAINAGEWAYS, DRAINAGE EASEMENTS AND COMMON AREAS.
18. AN AGREEMENT FOR CONSTRUCTION OF FACILITIES UNDER PRIVATE CONTRACT MUST BE OBTAINED BEFORE ANY WATER UTILITIES ARE INSTALLED WITHIN THE SUBDIVISION
19. LOCAL STREETS WILL BE PUBLIC AND WILL BE DESIGNED TO ACCOMMODATE THE WB-40 DESIGN VEHICLE AT A DESIGN SPEED OF 25 MPH.
20. ALL SIGNAGE SHALL BE SUBJECT TO A SEPARATE REVIEW AND PERMITTING PROCESS THROUGH THE TOWN OF MARANA, AND WILL BE IN CONFORMANCE WITH TITLE 17 OF THE MARANA TOWN CODE.
21. APPROVED IMPROVEMENT PLANS WILL BE REQUIRED PRIOR TO FINAL PLAT APPROVAL.
22. THE USE OF THIS PLAT IS FOR SINGLE FAMILY DETACHED RESIDENTIAL.
23. W. MOORE ROAD AND N. SANDARIO ROAD ARE THE NEAREST PAVED ACCESSES MAINTAINED BY THE TOWN OF MARANA, WHICH SERVES THIS SUBDIVISION.
24. OBJECTS AND MATERIALS WITHIN THE SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30 INCHES AND 72 INCHES ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO SECTION 4.8 OF THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
25. ALL WEATHER ACCESS WILL BE PROVIDED TO ALL LOTS WITHIN THIS SUBDIVISION.
26. ALL DRAINAGEWAYS, DRAINAGE EASEMENTS AND DRAINAGE STRUCTURES SHOWN AND LABELED AS SUCH UPON THIS PLAN, WHICH ARE TO BE CONSTRUCTED IN CONJUNCTION WITH THE DEVELOPMENT OF THIS PROJECT, WILL ENTIRELY CONTAIN HEIR RESPECTIVE 100-YEAR FLOOD LIMITS UPON COMPLETION OF CONSTRUCTION, UNLESS CLEARLY LABELED OTHERWISE.
27. THIS PROJECT LIES WITHIN THE PLANNED WASTEWATER SERVICE AREA OF THE TOWN OF MARANA WATER DEPARTMENT.
28. ON-SITE SANITARY SEWERS WILL BE PUBLIC AND WILL BE DESIGNED AND CONSTRUCTED TO STANDARDS AND MUST BE ACCEPTED AND RELEASED FOR SERVICE BY THE MARANA WATER DEPARTMENT PRIOR TO THE ISSUANCE OF SEWER CONNECTION PERMITS.
29. ALL ON-SITE SANITARY SEWERS WILL BE DESIGNED TO PROVIDE GRAVITY FLOW.
30. THIS PROJECT LIES WITHIN THE PLANNED WATER SERVICE AREA OF THE TOWN OF MARANA WATER DEPARTMENT WHICH IS DESIGNATED BY THE DEPARTMENT OF WATER RESOURCES AS HAVING ASSURED WATER SUPPLY.
31. APPROVAL OF THIS PLAN DOES NOT AFFIRM, CERTIFY OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OR COMPLIANCE WITH ANY DEED RESTRICTIONS OR EASEMENTS.

LANDSCAPE CALCULATIONS

20' BUFFER ALONG MOORE ROAD REQUIREMENT

601 LF OF FRONTAGE = 12,020 SF
.6 PLANTS (SHRUBS/TREES) PER 100 SF
1 15G TREE PER 3 SHRUBS
20% OF TOTAL PLANTS TO BE 1G GROUNDCOVER

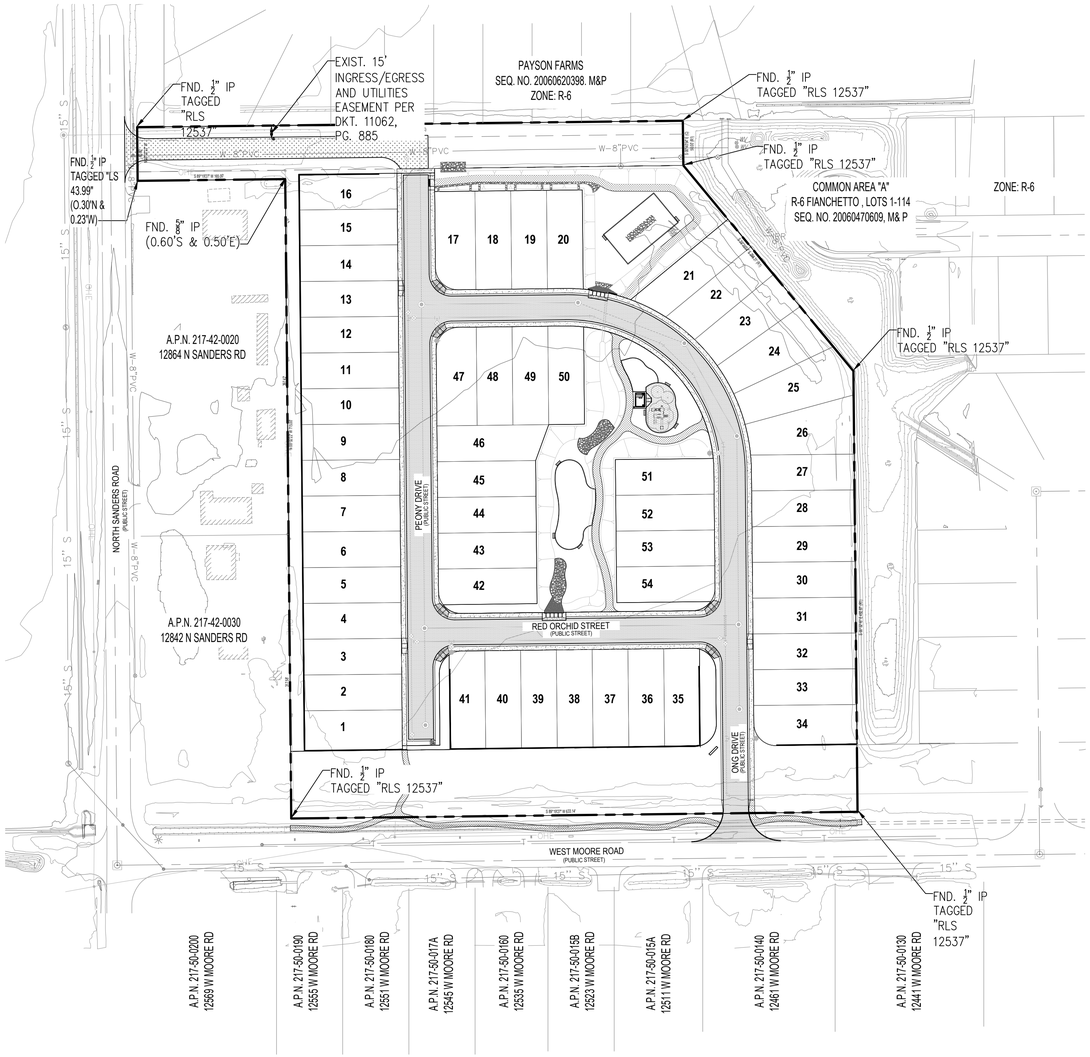
REQUIRED	PROVIDED
18 TREES	18 TREES
54 SHRUBS	54 SHRUBS
15 GROUNDCOVER	17 GROUNDCOVER

6' BUFFER ALONG WESTERN PARCELS REQUIREMENT

645 LF OF FRONTAGE = 3,870 SF
1.5 PLANTS (SHRUBS/TREES) PER 100 SF
1 15G TREE PER 3 SHRUBS
20% OF TOTAL PLANTS TO BE 1G GROUNDCOVER

REQUIRED	PROVIDED
15 TREES	15 TREES
45 SHRUBS	45 SHRUBS
12 GROUNDCOVER	12 GROUNDCOVER

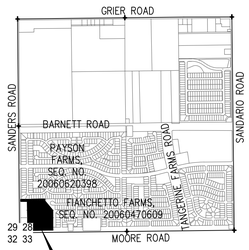
NOTE: THE LANDSCAPING FOR THIS BUFFER TO BE INSTALLED AT THE TIME OF DEVELOPMENT OF THE ADJACENT WESTERN PARCELS OR WHEN THE OVERHEAD LINES ARE PLACED UNDERGROUND.



SCALE: 1"=80'
0' 80' 160'

BASIS OF BEARINGS:
BETWEEN PIMA COUNTY GEODETIC CONTROL POINTS R09 (NW CORNER SECTION 28) AND R17 (GRIER ROAD AND POST VAIL ROAD). SAID BEARING BEING: N 89°36'03" E (STATE PLANE DATA)

BASIS OF ELEVATION:
PIMA COUNTY GEODETIC CONTROL POINT R09 3" BCSM IN HANDHOLE MARKING THE NW CORNER OF SECTION 28. SAID ELEVATION BEING: 1969.24 (NAVD 88)



3"=1 mile

SITE LOCATION MAP

PORTION OF THE SW 1/4 OF SECTION 28, T-11S, R-11E, G&SRB&M, TOWN OF MARANA, PIMA COUNTY, AZ

LEGEND

EXISTING
- ZONING BOUNDARY
- PROJECT BOUNDARY
- CURB
- 2392 MAJOR CONTOUR
- PARCEL LINE
- BUILDING
- LINE
- WATER
- S SEWER
- G GAS
- T TELEPHONE
- OHC OVERHEAD CABLE
- OHE OVERHEAD ELECTRIC
- STRIPING
- TRAFFIC LIGHT AND POLE
- FENCE
- TELEPHONE VAULT
- UTILITY POLE
- GUY WIRE
- WATER VALVE
- FIRE HYDRANT
- EXISTING BCSM

PROPOSED
- PROJECT BOUNDARY
- CENTERLINE
- GRADING LIMITS
- 2392 MAJOR CONTOUR
- MINOR CONTOUR
- EDGE OF PAVEMENT
- SEWER & MANHOLE
- WATERLINE & VALVE
- PUBLIC UTILITY EASEMENT
- ELECTRICAL PEDESTAL
- ELECTRICAL TRANSFORMER
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED SURVEY MONUMENT

SHEET INDEX

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L-1	NOTES & SCHEDULES
L-2	NOTES & SCHEDULES
L-3	HARDSCAPE PLAN
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L-6	HARDSCAPE PLAN
L-7	LANDSCAPE PLAN
L-8	LANDSCAPE PLAN
L-9	LANDSCAPE PLAN
L-10	LANDSCAPE PLAN
L-11	IRRIGATION PLAN
L-12	IRRIGATION PLAN
L-13	IRRIGATION PLAN
L-14	IRRIGATION PLAN
L-15	LANDSCAPE DETAILS
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L-17	HARDSCAPE DETAILS
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L-0 COVER SHEET

LPR2002-001

OWNER
LGI HOMES ARIZONA, LLC
2251 DOUGLAS BLVD
ROSEVILLE, CA 95661
ATTN: BRANDON CHAFEY
(916) 926-3136

DEVELOPER
MGS LAND, LLC
7117 E. RANCHO VISTOSO DRIVE #6003
SCOTTSDALE, AZ 85251
ATTN: MARK WINKLEMAN
(602) 432-5955

CIVIL ENGINEER
MARUM & ASSOCIATES ENGINEERING
ATTN: PATRICK MARUM, PE. (16245)
PMARUM@MARUMENG.COM
2730 E. BROADWAY BLVD., STE 250
TUCSON, AZ 85716
PH: (520) 448-4440

LANDSCAPE ARCHITECT
NORRIS DESIGN
ATTN: JASON KUKLINSKI
JKUKLINSKI@NORRIS-DESIGN.COM
418 N. TOOLE AVE
TUCSON, AZ 85701
PH: (520) 622-9565

ACCEPTED

MARANA PLANNING DIRECTOR _____ DATE _____

NORRIS DESIGN
Planning | Landscape Architecture | Branding
418 North Toole Avenue
Tucson, AZ 85701
P 520.622.9565
www.norris-design.com

REGISTERED LANDSCAPE ARCHITECT 50617 JASON ROBERT KUKLINSKI Date Signed 08/18/20 ARIZONA, U.S.A. EXPIRES 3/31/22

MARUM & ASSOCIATES ENGINEERING, LLC
2730 E. BROADWAY BLVD., STE. 250
TUCSON ARIZONA 85716 (520) 448-4440

PROJECT NO: LPR2002-001	DSGN: AW,MS,TP	DRWN: AW,MS,TP	APPV: JO	DATE: 4/7

LANDSCAPE PLAN
FOR
SC RANCH
LOTS 1-54 AND
COMMON AREAS "A" (RECREATION) AND "B" (DRAINAGE AND LANDSCAPE)

BEING A PORTION OF THE SW ¼ OF THE SW ¼ OF SECTION 28, T11S, R11E, GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

REFERENCE: PCZ-02065, PCM1904-001, PVR2002-001

SHT. 01 OF 20

SURFACING SCHEDULE

SYMBOL	DESCRIPTION	DETAIL	QTY.
	CONCRETE COLOR: STANDARD GRAY FINISH: MEDIUM BROOM	1/L-16	270 SF
	TURF GRASS TIFWAY 419 OR APPROVED EQUAL	7/L-15	4,278 SF
	ENGINEERED WOOD FIBER SAFETY SURFACING DEPTH: 18"	5/L-16	90 CY
	MORTAR SAND VOLLEYBALL COURT SURFACE DEPTH: 12"	5,6/L-17	112 CY
	DECORATIVE GRAVEL DEPTH: 2" COLOR: APACHE RED SIZE: 1/2" SCREENED SUPPLIER: KALAMAZOO MATERIALS INC.	5/L-15	76,038 SF
	DECORATIVE GRAVEL DEPTH: 2" COLOR: APACHE RED SIZE: 1" SCREENED SUPPLIER: KALAMAZOO MATERIALS INC.	5/L-15	34,668 SF
	STABILIZED DECOMPOSED GRANITE COLOR: APACHE BROWN SIZE: 3/8" MINUS SUPPLIER: KALAMAZOO MATERIALS INC.	4/L-16	11,254 SF
	RIP RAP REFER TO CIVIL PLAN COLOR: STANDARD GRAY	SEE CIVIL	

SITE AMENITIES SCHEDULE

SYMBOL	DESCRIPTION	DETAIL	QTY.
	ADA CONCRETE PICNIC TABLE MODEL: CMT84H MANUFACTURER: KAY PARK	2/L-17	1
	TRASH RECEPTACLE MODEL: L1439 MFR: ANOVA RECEPTACLE COLOR: SAGE, LID COLOR: GRAY	3/L-17	1
	10'X15' RAMADA MODEL: MARANA MFR: CLASSIC RECREATION	4/L-17	1
	BENCH MODEL: L1441 MFR: ANOVA FRAME COLOR: SILVER, SEAT COLOR: SAGE	1/L-17	8
	PLAYGROUND STRUCTURE MODEL: 718-S166 MFR: MIRACLE RECREATION	-	1
	SPINNERS MODEL: 945-1 MFR: MIRACLE RECREATION	-	2
	FIBAR WEAR MAT 36"X36"X1.5" MFR: THE FIBAR GROUP LLC	-	2

SITE AMENITY NOTES

1. INSTALL ALL SITE AMENITIES PER MANUFACTURER'S SPECIFICATIONS / INSTRUCTIONS.
2. ALL SITE AMENITIES ARE TO BE AS SPECIFIED OR APPROVED EQUAL AT THE DISCRETION OF THE OWNER.
3. UNDER NO CIRCUMSTANCES SHALL ANY OBSTRUCTIONS, PLAY EQUIPMENT, ETC BE LOCATED IN THE FALL ZONE OR USE CLEAR ZONE.
4. IT IS RECOMMENDED THAT A N.P.S.I. CERTIFIED PLAYGROUND INSPECTOR PROVIDE A POST INSPECTION OF THE INSTALLATION OF ALL PLAY EQUIPMENT AND SHADE CANOPIES SPECIFIED HEREIN. CONTACT YOUR LOCAL MIRACLE REPRESENTATIVE AT 888-458-2752 FOR A LIST OF NATIONAL PLAYGROUND SAFETY INSTITUTE CERTIFIED INSPECTORS.

HARDSCAPE KEYNOTES

SYMBOL	DESCRIPTION	DETAIL	QTY.
1	CONCRETE HEADER	2/L-16	340 LF
2	18" DEPTH CONCRETE HEADER	3/L-16	365 LF
3	THICKENED EDGE CONCRETE	5/L-16	19 LF
4	ADA ACCESS RAMP AT PLAYGROUND	6/L-16	1
5	SUBDIVISION ENTRY SIGN	7/L-17	1
6	MASONRY WALL	8/L-17	1387 LF

LANDSCAPE GENERAL NOTES

1. THE CONTRACTOR SHALL FOLLOW THE LANDSCAPE PLAN AS CLOSELY AS POSSIBLE. ANY DISCREPANCY IN THE PLAN VS. THE FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT IMMEDIATELY.
2. WRITTEN DIMENSIONS WILL TAKE PRECEDENCE OVER SCALED DIMENSIONS.
3. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES.
4. LOCATION OF ALL ELEMENTS ON THIS PLAN SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT, PRIOR TO INSTALLATION.
5. 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 TOWN OF MARANA SUBDIVISION STREET STANDARDS .
6. PLANTS SHALL BE PRUNED ON A REGULAR BASIS TO PREVENT OBSTRUCTION OF WALKWAYS, CURB AREAS, DRIVES, AND LINE OF SIGHT VISIBILITY TRIANGLES.
7. MAINTENANCE: ALL REQUIRED LANDSCAPING, IRRIGATION SYSTEMS, WALLS, SCREENING DEVICES, CURBING, AND DETENTION BASIN LANDSCAPE IMPROVEMENTS ON THE SITE OR WITHIN THE ABUTTING RIGHT-OF-WAY SHALL BE MAINTAINED AS SHOWN ON THE APPROVED PLANS. THE PROPERTY OWNER IS RESPONSIBLE FOR PROPER MAINTENANCE TO ACHIEVE PERMANENT, SAFE, AND SUCCESSFUL LANDSCAPING.
8. ALL DISTURBED, GRUBBED, GRADED OR BLADED AREAS NOT OTHERWISE IMPROVED SHALL BE LANDSCAPED, RESEEDED, OR TREATED WITH AN INORGANIC OR ORGANIC GROUNDCOVER.
9. THE SCHEDULE FOR PLANTING OF TREES AND SHRUBS SHALL BE AT THE DISCRETION OF THE CONTRACTOR. PLANTING DURING EXTREMELY COLD, HOT, OR WINDY PERIODS SHALL BE PERFORMED AT THE CONTRACTOR'S RISK. PLANTS WHICH ARE DAMAGED OR DIE PRIOR TO FINAL ACCEPTANCE AS A RESULT OF EXTREME WEATHER CONDITIONS SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
10. PLANT SIZE, LOCATION AND SPACING:
    - 10.A. TREES AND SHRUBS ARE TO BE LOCATED SO THAT, AT MATURITY, THEY DO NOT INTERFERE WITH EXISTING ONSITE OR OFFSITE UTILITY SERVICE LINES OR UTILITY EASEMENTS OR WITH SOLAR ACCESS TO AN ADJACENT PROPERTY.
    - 10.B. ALL SHRUBS AND GROUNDCOVERS TO BE A MINIMUM OF 2' FROM BACK OF CURB OR BACK OF SIDEWALK.
11. PLANT PLACEMENT TO BE FIELD ADJUSTED AS NEEDED TO AVOID PROPOSED UTILITIES, EXISTING PRESERVED VEGETATION, AND OTHER FIELD CONDITIONS. CONTACT THE OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT FOR RELOCATION OF PLANTS IN QUESTIONABLE AREAS.
12. THE CONTRACTOR SHALL SCHEDULE UTILITY LOCATION SERVICES AND TAKE EXTREME CARE WHILE WORKING WITHIN THE PROJECT AREA AS TO NOT DISTURB ANY EXISTING UTILITIES OR STRUCTURES ON OR ADJACENT TO THE PROJECT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING AND OR REPAIRING ANY EXISTING STRUCTURES OR UTILITIES DAMAGED DURING CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.
13. ALL WORK SHALL BE CONFINED TO THE AREA WITHIN THE PROPERTY LIMITS AS SHOWN ON THE PLANS. ANY AREAS OR IMPROVEMENTS DISTURBED OUTSIDE THESE LIMITS SHALL BE REVEGETATED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THE CONTRACTOR REQUIRES A MODIFICATION TO THE CONSTRUCTION LIMITS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE OWNER'S REPRESENTATIVE PRIOR TO ANY DISTURBANCE OUTSIDE OF THE LIMITS OF WORK.
14. NOTIFY THE OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT 48 HOURS IN ADVANCE OF ANY INSPECTIONS AND / OR APPROVALS OF LANDSCAPE MATERIAL AND IRRIGATION PRODUCTS PRIOR TO INSTALLATION.
15. THE CONTRACTOR SHALL WARRANTY THE TREES, IRRIGATION SYSTEM AND WORKMANSHIP FOR A MINIMUM PERIOD OF ONE YEAR. ALL OTHER PLANT MATERIAL TO BE WARRANTED FOR 90 DAYS.
16. CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING EROSION CONTROL MEASURES ON SLOPES EXCEEDING 3:1. ALL SLOPES WHICH ARE STEEPER THAN 3:1 WILL BE PROTECTED WITH 6" DIAMETER (MINIMUM) ROCK RIP-RAP OR CONCRETE BANK PROTECTION.
17. ALL TREES ARE TO BE STAKED AND GUYED PER DETAILS FOR A MINIMUM PERIOD OF ONE YEAR. AS NECESSARY OR AT THE DISCRETION OF THE OWNER'S REPRESENTATIVE THE CONTRACTOR SHALL REMOVE STAKING AND GUYING, PRIOR TO THE FINAL, ONE YEAR WALK THROUGH.
18. FINAL PLANT LOCATIONS MUST BE IN COMPLIANCE WITH ALL UTILITY SETBACK REQUIREMENTS.
19. ANY PLANT MATERIAL INCLUDED IN THE APPROVED LANDSCAPE PLAN THAT DOES NOT SURVIVE AFTER INSTALLATION SHALL BE REPLACED WITH PLANT MATERIAL OF THE SAME OR LIKE SPECIES OF EQUAL SIZE WITHIN THIRTY (30) DAYS OF THE PLANT'S DEMISE. FAILURE TO REPLACE DEAD PLANT MATERIAL WITHIN THE SPECIFIED TIME PERIOD SHALL CONSTITUTE A ZONING VIOLATION.
20. INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHT OF WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO ANY PLAN APPROVAL ALLOWING INSTALLATION WITHIN THE PUBLIC RIGHT-OF-WAY.
21. ALL WALLS SHALL BE CONSTRUCTED OF, OR PAINTED, WITH GRAFFITI-RESISTANT MATERIALS.

LANDSCAPE SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
TREES - DETAIL 1,2/L-15				
	Chilopsis linearis 'Bubba'	Bubba Desert Willow	15 GAL. MULTI	14
	Parkinsonia x 'Desert Museum'	Desert Museum Palo Verde	15 GAL. MULTI	35
	Prosopis hybrid 'Leslie Roy' PP23360	Leslie Roy Thornless Mesquite	15 GAL. MULTI	19
SHRUBS - DETAIL 3/L-15				
	Calliandra californica	Baja Fairyduster	5 GAL.	58
	Encelia farinosa	Brittlebush	5 GAL.	32
	Justicia californica	Chuparosa	5 GAL.	9
	Leucophyllum langmaniae 'Lynn's Legacy'	Lynn's Legacy Texas Ranger	5 GAL.	59
	Simmondsia chinensis	Jojoba	5 GAL.	8
ACCENTS - DETAIL 4/L-15				
	Dasylirion wheeleri	Desert Spoon	5 GAL.	12
	Hesperaloe parviflora 'Perpa'	Brakelights® Red Yucca	5 GAL.	28
	Muhlenbergia rigens	Deer Grass	5 GAL.	39
GROUNDCOVER - DETAIL 3/L-15				
	Dalea greggii	Trailing Indigo Bush	1 GAL.	30
BOULDERS - DETAIL 6/L-15				
	1.5' x 1.5' Apache Brown Boulders or Approved Equal from Kalamazoo Materials			7
	2' x 2' Apache Brown Boulders or Approved Equal from Kalamazoo Materials			11
	3' x 3' Apache Brown Boulders or Approved Equal from Kalamazoo Materials			22

LANDSCAPE SCHEDULE FOR WESTERN BUFFER

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
TREES - DETAIL 1,2/L-15				
	Parkinsonia x 'Desert Museum'	Desert Museum Palo Verde	15 GAL. MULTI	9
	Prosopis hybrid 'Leslie Roy' PP23360	Leslie Roy Thornless Mesquite	15 GAL. MULTI	6
SHRUBS - DETAIL 3/L-15				
	Calliandra californica	Baja Fairyduster	5 GAL.	12
	Leucophyllum langmaniae 'Lynn's Legacy'	Lynn's Legacy Texas Ranger	5 GAL.	18
ACCENTS - DETAIL 4/L-15				
	Dasylirion wheeleri	Desert Spoon	5 GAL.	15
GROUNDCOVER - DETAIL 3/L-15				
	Dalea greggii	Trailing Indigo Bush	1 GAL.	12

L-1 NOTES & SCHEDULES

LPR2002-001

REGISTERED LANDSCAPE ARCHITECT 50617 JASON ROBERT KUKLINSKI Date Signed 03/31/23 ARIZONA, USA EXPIRES 3/31/23

MARUM & ASSOCIATES ENGINEERING, LLC
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PROJECT NO: LPR2002-001 | DSGN: AW,MS,TP | DRWN: AW,MS,TP | APPV: JO | DATE: 4/7

LANDSCAPE PLAN
FOR
SC RANCH
LOTS 1-54 AND
COMMON AREAS "A" (RECREATION) AND "B" (DRAINAGE AND LANDSCAPE)

BEING A PORTION OF THE SW ¼ OF THE SW ¼ OF SECTION 28, T11S, R11E, GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

REFERENCE: PCZ-02065, PCM1904-001, PVR2002-001

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IRRIGATION GENERAL NOTES

1. THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO INSTALL THE IMPROVEMENTS SHOWN ON THE PLANS.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONDUCT A THOROUGH SITE INSPECTION AND REVIEW OF THE PROJECT CONSTRUCTION DOCUMENTS INCLUDING BUT NOT LIMITED TO THE FOLLOWING: ARCHITECTURE PLAN, LANDSCAPE PLAN, UTILITY PLAN, CIVIL PLAN, GRADING AND DRAINAGE PLAN AND ALL OTHER ASSOCIATED PLANS THAT AFFECT THIS WORK PRIOR TO BEGINNING CONSTRUCTION. IF THE CONTRACTOR OBSERVES ANY DISCREPANCIES AMONG THE CONSTRUCTION DOCUMENTS AND THE EXISTING CONDITIONS ON SITE, IT IS THEIR RESPONSIBILITY TO CONTACT THE OWNER'S REPRESENTATIVE IMMEDIATELY.
3. THE CONTRACTOR SHALL COORDINATE AS NECESSARY WITH THE GENERAL CONTRACTOR AND OWNER'S REPRESENTATIVE FOR SUCCESSFUL COMPLETION OF THIS WORK.
4. THE CONTRACTOR SHALL CONFORM TO ALL LOCAL AND STATE REGULATIONS AND INSTALL THE IRRIGATION SYSTEM AND ITS COMPONENTS PER THE MANUFACTURER'S SPECIFICATIONS. THE CONTRACTOR SHALL OBTAIN AND PROVIDE PAYMENT FOR ALL PERMITS REQUIRED BY ANY LOCAL AND STATE AGENCIES AND UTILITY COMPANIES HAVING JURISDICTION OVER THIS SITE.
5. THE CONTRACTOR MUST VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. IF THE CONTRACTOR FAILS TO DO SO AND DAMAGES ANY UNDERGROUND UTILITIES THROUGH THE COURSE OF HIS WORK THE IRRIGATION CONTRACTOR SHALL PAY FOR ANY REPAIR WORK ASSOCIATED WITH SAID DAMAGES.
6. IT IS THE INTENT OF THIS DESIGN THAT ALL IRRIGATION EQUIPMENT BE INSTALLED WITHIN THE PROJECT LIMITS AND WITHIN LANDSCAPE AREAS. ANY EQUIPMENT SHOWN OUTSIDE OF THESE LIMITS IS SHOWN FOR GRAPHICAL CLARITY ONLY. IF THERE IS A QUESTION REGARDING THE LOCATION OF ANY COMPONENT OF THE IRRIGATION SYSTEM, IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE OWNER'S REPRESENTATIVE. IF THE CONTRACTOR NEGLECTS TO NOTIFY THE NECESSARY PARTIES, THE CONTRACTOR SHALL PAY FOR ANY REPLACEMENT OR MODIFICATION TO INSURE PROPER LOCATION AND OPERATION OR THE IRRIGATION SYSTEM AND IT'S COMPONENTS.
7. THE CONTRACTOR ASSUMES ALL LIABILITY ASSOCIATED WITH THE MODIFICATION OF THE IRRIGATION SYSTEM DESIGN WITHOUT NOTIFYING THE OWNER'S REPRESENTATIVE.
8. ALL IRRIGATION EQUIPMENT IS TO BE AS SPECIFIED, OR APPROVED EQUAL PER THE DISCRETION OF THE OWNER'S REPRESENTATIVE.
9. ALL VALVE BOXES AND LIDS SHALL BE PLASTIC WITH LOCKING COVERS, COLOR TO BE DESERT TAN. INSTALL PER THE CONSTRUCTION DETAILS.
10. ALL VALVE BOXES SHALL BE INSTALLED A MINIMUM OF 1'-0" FROM THE EDGE OF PAVED SURFACES AND 3'-0" FROM THE CENTERLINE OF DRAINAGE SWALES OR RETENTION BASINS.THE CONTRACTOR SHALL ADJUST ALL VALVE BOXES TO BE FLUSH FINISH GRADE.
11. GROUNDING FOR THE IRRIGATION CONTROLLER IS TO BE INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS AND PER THE AMERICAN SOCIETY OF IRRIGATION CONSULTANTS GUIDELINE 100-2002 FOR EARTH GROUNDING ELECTRONIC EQUIPMENT IN IRRIGATION SYSTEMS FOUND AT www.asic.org/Design_Guides.aspx.
12. CONTRACTOR SHALL EXTEND THREE SPARE CONTROL WIRES (ONE COMMON AND 2 CONTROL WIRES) FROM THE IRRIGATION CONTROLLER TO THE END OF THE MAINLINE SERVING THAT CONTROLLER OR AS SHOWN ON THE PLANS. INSTALL SPARE WIRES IN A 10" ROUND VALVE BOX.
13. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE ADEQUATE VERTICAL SEPARATION BETWEEN ALL IRRIGATION DISTRIBUTION LINES AND ALL UTILITIES (EXISTING OR PROPOSED), CONDUIT, STORM WATER COMPONENTS, DRAINS, ETC.
14. PLANT MATERIAL LOCATIONS TAKE PRECEDENCE OVER IRRIGATION LINES. COORDINATE INSTALLATION OF IRRIGATION EQUIPMENT SO THAT IT DOES NOT INTERFERE WITH THE PLANTING OF TREES OR OTHER LANDSCAPE MATERIAL.
15. THE CONTRACTOR SHALL STAKE THE LOCATION OF THE MAINLINE, IRRIGATION LINES, CONTROL VALVES, GATE VALVES, ETC. AND SCHEDULE A REVIEW WITH THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
16. LAYOUT DRIP LATERALS PARALLEL TO TOPOGRAPHY WHEREVER POSSIBLE. BURY 3/4" DRIP LATERAL AT 12" DEPTH AND STAKE IN PLACE. INSTALL FLUSHABLE TYPE END CAP AT ENDS OF ALL 3/4" DRIP LATERAL PVC AND FLUSH THOROUGHLY BEFORE INSTALLING EMITTERS.
17. TREES, SHRUBS, GROUNDCOVER AND CACTI SHALL BE IRRIGATED BY MULTI-PORT OUTLET EMITTERS, SEE EMITTER SCHEDULE FOR ADDITIONAL INFORMATION. EMITTER SCHEDULE FOR ADDITIONAL INFORMATION.
21. CONTRACTOR SHALL FINE TUNE AND ADJUST NOZZLE DIRECTION AND RADIUS TO REDUCE OVERSPARY ONTO PAVING OR HARD SURFACES.
22. CONTRACTOR SHALL INSTALL A QUICK COUPLER IN 10" VALVE BOX AT THE END OF ALL BRANCHES OF THE MAINLINE, OR AS SHOWN ON PLANS, FOR FLUSHING OF MAINLINE.
23. PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL PERFORM A PRESSURE TEST ON ALL MAINLINES, AT 120 PSI FOR A MINIMUM CONTINUOUS PERIOD OF TWO (2) HOURS OR PER THE TECHNICAL SPECIFICATION, WHICHEVER IS GREATER.
24. THE IRRIGATION SYSTEM SHALL BE REGULARLY TESTED AND SHALL BE REPAIRED OR REPLACED AS NECESSARY TO PREVENT EXCESS WATER SUPPLY TO PLANTED AREAS, RUNOFF ONTO CURBS AND PAVEMENT, CLOGGED EMITTER AND FLOODING OF LOW-LYING AREAS.

IRRIGATION POINT OF CONNECTION NOTES

1. POINT OF CONNECTION: THE CONTRACTOR IS TO CONNECT TO THE EXISTING 1" DEDICATED IRRIGATION METER LOCATED NEAR THE NORTHWEST CORNER OF THE PARK AREA ON THE SOUTH SIDE OF ONG DR, AS INDICATED ON THE PLANS. CONNECT TO METER USING 1-1/2" TYPE K COPPER AT A DEPTH OF 24" OR ACCORDING TO LOCAL CODE, WHICHEVER IS GREATER. INSTALL A 1" REDUCED PRESSURE BACKFLOW PREVENTER, AND EXTEND COPPER PIPE A MINIMUM OF 30" HORIZONTAL TO A 1-1/2" GATE VALVE. TRANSITION TO AND EXTEND 1-1/2" SCHEDULE 40 PVC MAINLINE TO MASTER VALVE AND FLOW SENSOR, AND TO REMOTE CONTROL VALVES AS INDICATED ON THE PLANS. THE CONTRACTOR SHALL CONFORM TO ALL LOCAL, STATE AND NATIONAL CODES, AND OBTAIN AND PROVIDE PAYMENT FOR ALL PERMITS ASSOCIATED WITH THIS WORK.
2. CONTROLLER LOCATION: THE PEDESTAL MOUNTED HUNTER I-CORE CONTROLLER IS LOCATED ADJACENT TO THE POINT OF CONNECTION, AS INDICATED ON THE PLANS. CONNECTION TO 120 VOLT POWER, ALL NECESSARY CONDUIT, AND ALL RELATED EQUIPMENT SHALL CONFORM TO ALL LOCAL AND NATIONAL CODES AND PROVIDE GROUNDING PER MANUFACTURER SPECIFICATIONS AND ASIC RECOMMENDATIONS. REFER TO ELECTRICAL AND ARCHITECTURAL PLANS AND COORDINATE WITH THE OWNER'S REPRESENTATIVE FOR ADDITIONAL INFORMATION REGARDING POWER FOR THE CONTROLLER PRIOR TO CONSTRUCTION.
3. SOLAR SYNC SENSOR LOCATION: MOUNT WIRELESS SOLAR SYNC SENSOR ON A METAL POLE COLORED SAME AS BACKFLOW ENCLOSURE. PLACE SENSOR IN A LOCATION **IN FULL SUN** AND OPEN TO THE WEATHER. SOLAR SYNC SENSOR SHALL BE NO MORE THAN 200' FROM RECEIVER. MOUNT WIRELESS RECEIVER ON OR ADJACENT TO THE IRRIGATION CONTROLLER.
4. WATER PRESSURE: **THE SYSTEM HAS BEEN DESIGNED FOR A REQUIRED MINIMUM STATIC PRESSURE OF 65 PSI AND MAXIMUM FLOW OF 35 GPM.** THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE PRESSURE IN THE FIELD BEFORE CONSTRUCTION BEGINS AND FOR NOTIFYING THE OWNER'S REPRESENTATIVE OF ANY DISCREPANCY BETWEEN THE DESIGN PRESSURE OF THE IRRIGATION SYSTEM AND THE MEASURED PRESSURE IN THE FIELD. IF THE CONTRACTOR FAILS TO NOTIFY THE OWNER'S REPRESENTATIVE OF SUCH DISCREPANCIES, THEN THE CONTRACTOR ASSUMES ALL LIABILITY AND COSTS ASSOCIATED WITH SYSTEM MODIFICATIONS TO ACCOMMODATE THE DESIGN PRESSURE.
5. FLOW: A MINIMUM FLOW OF 0.86 GPM IS REQUIRED FOR PROPER FUNCTION OF THE FLOW SENSOR. MULTIPLE DRIP ZONES MAY BE REQUIRED TO RUN AT THE SAME TIME TO ACHIEVE THE FLOW SENSOR'S MINIMUM FLOW REQUIREMENT. THE IRRIGATION SYSTEM HAS BEEN DESIGNED TO OPERATE MULTIPLE ZONES SIMULTANEOUSLY WHEN NECESSARY. THE DESIGN INTENT IS THAT OPTIMUM FLOW IS 2 - 24 GPM. WHEN NECESSARY DUE TO INCREASED PLANT WATER REQUIREMENTS AND/OR DECREASED AVAILABLE WATERING TIMES (SUCH AS WATERING RESTRICTIONS), MULTIPLE ZONES MAY BE OPERATED. MAXIMUM FLOW NOT TO EXCEED 35 GPM AT 5 FPS.

IRRIGATION SLEEVING NOTES

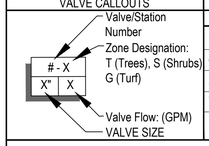
1. INSTALLATION OF SLEEVING IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. SLEEVES SHALL BE INSTALLED PRIOR TO THE START OF PAVING OPERATIONS. THE GENERAL CONTRACTOR SHALL COORDINATE WITH THE IRRIGATION CONTRACTOR FOR LOCATION AND SIZING OF SLEEVES PRIOR TO THE START OF WORK.
2. THE CONTRACTOR SHALL SLEEVE ALL IRRIGATION DISTRIBUTION LINES, VALVE CONTROL WIRES AND COMMUNICATION WIRES, UNDER ALL PAVED SURFACES, WALL FOOTERS, DRAINAGE CHANNELS, INLETS, CATCH BASINS, ETC.
3. ALL SLEEVES SHALL EXTEND A MINIMUM OF 1 FOOT BEYOND EDGE OF ALL OBSTRUCTIONS. NO TEES, ELLS OR OTHER TURNS IN PIPING SHALL BE LOCATED UNDER ANY OBSTRUCTIONS.
4. SLEEVING SHALL BE INSTALLED PER THE SIZES AND QUANTITIES SHOWN ON THE PLANS BASED ON THE CHART BELOW. ALL MAINLINE, VALVE CONTROL AND COMMUNICATION WIRES, LATERALS AND DRIP TUBING UNDER PAVED SURFACES ARE TO BE INSTALLED IN SEPARATE SLEEVING.

SLEEVED PIPE SIZE/WIRE QTY.	REQUIRED SLEEVE SI
PIPING	3" PVC (1)
CONTROL WIRES	2" PVC (1)

IRRIGATION SCHEDULE

SYMBOL	DESCRIPTION	MFR	MODEL NO.	COMMENTS	DETAIL
POC	IRRIGATION POINT OF CONNECTION	NA	CONNECT TO EXISTING 1" DEDICATED IRRIGATION METER (BY OTHERS)	COORDINATE LOCATION WITH OWNER'S REPRESENTATIVE	
M	IRRIGATION METER	NA	1" DEDICATED IRRIGATION METER (BY OTHERS)	SEE CIVIL AND UTILITY PLANS	
	BACKFLOW PREVENTER	FEBCO	1" 825YA REDUCED PRESSURE BACKFLOW PREVENTER	IN GUARDSHACK ENCLOSURE	L-18 / D1
NOT SHOWN	BACKFLOW ENCLOSURE	GUARD SHACK	LIFTOFF ENCLOSURE (GS-1) 10"WX24"HX22"L WITH FROST BLANKET	COLOR: TAN FROST BLANKET: (FS-1)	L-18 / D2
C	IRRIGATION CONTROLLER	HUNTER	CONTROLLER (I-CORE) EXPANSION MODULE (ICM-600) PEDESTAL MOUNT (ACC-PED)	METAL CABINET ROAM-XL REMOTE 11 VALVES	L-18 / D3
	SENSOR	HUNTER	WIRELESS RAIN SENSOR (WSS-SEN)	POLE MOUNT	L-18 / D4
	GATE VALVE	MATCO	CARSON ROUND VALVE BOX (910) BRASS GATE VALVE (500)	SIZE PER LINE SIZE. THREADED ENDS	L-19 / D1
	QUICK COUPLER	HUNTER	CARSON ROUND VALVE BOX (910) 1" COUPLER (HQ-44LRC) LOCKING COVER	PROVIDE KEY AND HOSE SWIVEL	L-18 / D8
M	MASTER VALVE & FLOW METER	HUNTER & CREATIVE SENSOR	(2) CARSON VALVE BOX (1220) 1" BRASS BALL VALVE 1" MASTER VALVE (ICV-101G) 1" PVC FLOW SENSOR (FSI-T10)	MIN. 0.86 GPM - MAX. 50.0 GPM FLOW	L-18 / D7
	VALVE ASSEMBLY TURF	HUNTER	CARSON JUMBO VALVE BOX (1220) 1" SCH. 80 PVC BALL VALVE 1" CONTROL VALVE (ICV-101G)		L-19 / D2
	VALVE ASSEMBLY DRIP	HUNTER	CARSON JUMBO VALVE BOX (1220) 1" SCH. 80 PVC BALL VALVE 1" IRRIGATION CONTROL ZONE KIT (ICZ-101-LF)		L-19 / D3
R-VAN 1318 R-1318 R-VAN 1724 R-1724	TURF ROTARY	RAIN BIRD	R-VAN 1804-SAM-P45-NP TURF ROTARY 8`-24` 45°-270° AND 360° HAND ADJUSTABLE MULTI-STREAM ROTARY /1800 TURF SPRAY BODY ON 4.0" POP-UP. CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	.6" MATCHED PRECIPITATION RATE @ 45 PSI	L-19 / D4
	PVC SLEEVING	NA	SCH. 40 PVC	SEE IRRIGATION NOTES FOR SIZING INFO	L-18 / D5
	PVC MAINLINE	NA	1-1/2" SCH. 40 PVC ALL MAINLINE TO HAVE TRACER WIRE AND TAPE	UNLESS OTHERWISE NOTED ON PLAN	L-18 / D6
TREE SHRUB TURF	PVC LATERALS	NA	3/4" SCH 40 PVC PIPE	UNLESS OTHERWISE NOTED ON PLAN	L-18 / D6
	END CAP	NA	CARSON ROUND VALVE BOX (910). HOSE END FLUSH CAP		L-19 / D8

VALVE CALLOUTS



EMITTER SCHEDULE

PLANT TYPE	EMITTER	OUTLET
ACCENTS	Rain Bird XBT-10-6	1-1 GPH Outlet
GROUNDCOVER	Rain Bird XBT-10-6	1-1 GPH Outlet
SHRUBS	Rain Bird XBT-10-6	2-1 GPH Outlets
TREES	Rain Bird XBT-20-6	6-2 GPH Outlets

NOTES

1. EMITTER SCHEDULE IS FOR REFERENCE ONLY. THE CONTRACTOR SHALL ADJUST EMITTER SIZE AND NUMBER OF EMITTERS BASED ON THE NEEDS OF INDIVIDUAL PLANTS OR PLANT HYDROZONES.
2. ALL PLANT MATERIAL SHALL BE IRRIGATED W/ RAIN BIRD XBT SERIES THREADED RISER MULTI-PORT EMITTERS.
3. 1/4" DISTRIBUTION TUBING NOT TO EXCEED 8' IN LENGTH.
4. RAIN BIRD DBC-025 DIFFUSER BUG CAP ON ALL 1/4" DISTRIBUTION TUBING.

L-2 IRRIGATION NOTES & SCHEDULES

LPR2002-001

50617 JASON ROBERT KUKLINSKI Date Signed 04/09/21 REGISTERED LANDSCAPE ARCHITECT ARIZONA, U.S.A. EXPIRES 3/31/22

MARUM & ASSOCIATES ENGINEERING, LLC
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PROJECT NO: LPR2002-001 | DSGN: AW,MS,TP | DRWN: AW,MS,TP | APPV: JO | DATE: 4/7

NORRIS DESIGN
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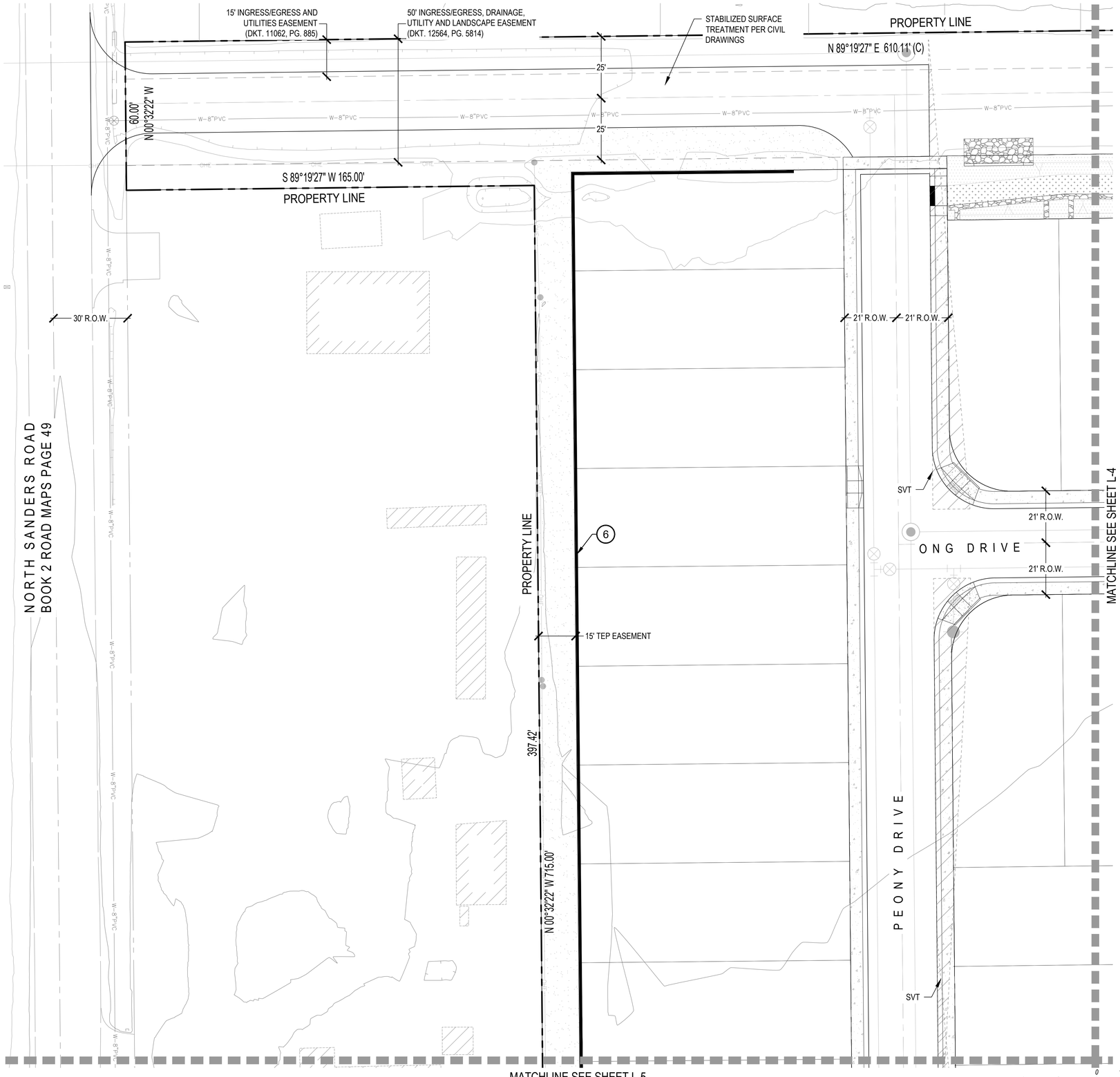
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LANDSCAPE PLAN
FOR
SC RANCH
LOTS 1-54 AND
COMMON AREAS "A" (RECREATION) AND "B" (DRAINAGE AND LANDSCAPE)

BEING A PORTION OF THE SW ¼ OF THE SW ¼ OF SECTION 28, T11S, R11E, GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

REFERENCE: PCZ-02065, PCM1904-001, PVR2002-001

SHT 03 OF 20

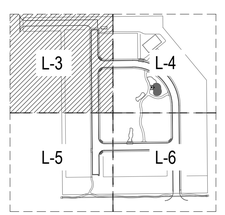


SURFACING SCHEDULE

SYMBOL	DESCRIPTION	DETAIL	QTY.
	CONCRETE COLOR: STANDARD GRAY FINISH: MEDIUM BROOM	1/L-16	270 SF
	TURF GRASS TIFWAY 419 OR APPROVED EQUAL	7/L-15	4,278 SF
	ENGINEERED WOOD FIBER SAFETY SURFACING DEPTH: 18"	5/L-16	90 CY
	MORTAR SAND VOLLEYBALL COURT SURFACE DEPTH: 12"	5,6/L-17	112 CY
	DECORATIVE GRAVEL DEPTH: 2" COLOR: APACHE RED SIZE: 1/2" SCREENED SUPPLIER: KALAMAZOO MATERIALS INC.	5/L-15	76,038 SF
	DECORATIVE GRAVEL DEPTH: 2" COLOR: APACHE RED SIZE: 1" SCREENED SUPPLIER: KALAMAZOO MATERIALS INC.	5/L-15	34,668 SF
	STABILIZED DECOMPOSED GRANITE COLOR: APACHE BROWN SIZE: 3/8" MINUS SUPPLIER: KALAMAZOO MATERIALS INC.	4/L-16	11,254 SF
	RIP RAP REFER TO CIVIL PLAN COLOR: STANDARD GRAY	SEE CIVIL	

HARDSCAPE KEYNOTES

SYMBOL	DESCRIPTION	DETAIL	QTY.
1	CONCRETE HEADER	2/L-16	340 LF
2	18" DEPTH CONCRETE HEADER	3/L-16	365 LF
3	THICKENED EDGE CONCRETE	5/L-16	19 LF
4	ADA ACCESS RAMP AT PLAYGROUND	6/L-16	1
5	SUBDIVISION ENTRY SIGN	7/L-17	1
6	MASONRY WALL	8/L-17	1387 LF



KEY MAP NTS

NORTH

0 10 20 40

SCALE: 1"=20'

L-3 HARDSCAPE PLAN

LPR2002-001

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50617
JASON ROBERT KUKLINSKI
Date Signed (Month/Day)
ARIZONA, USA
REGISTERED LANDSCAPE ARCHITECT
EXPIRES 3/31/22

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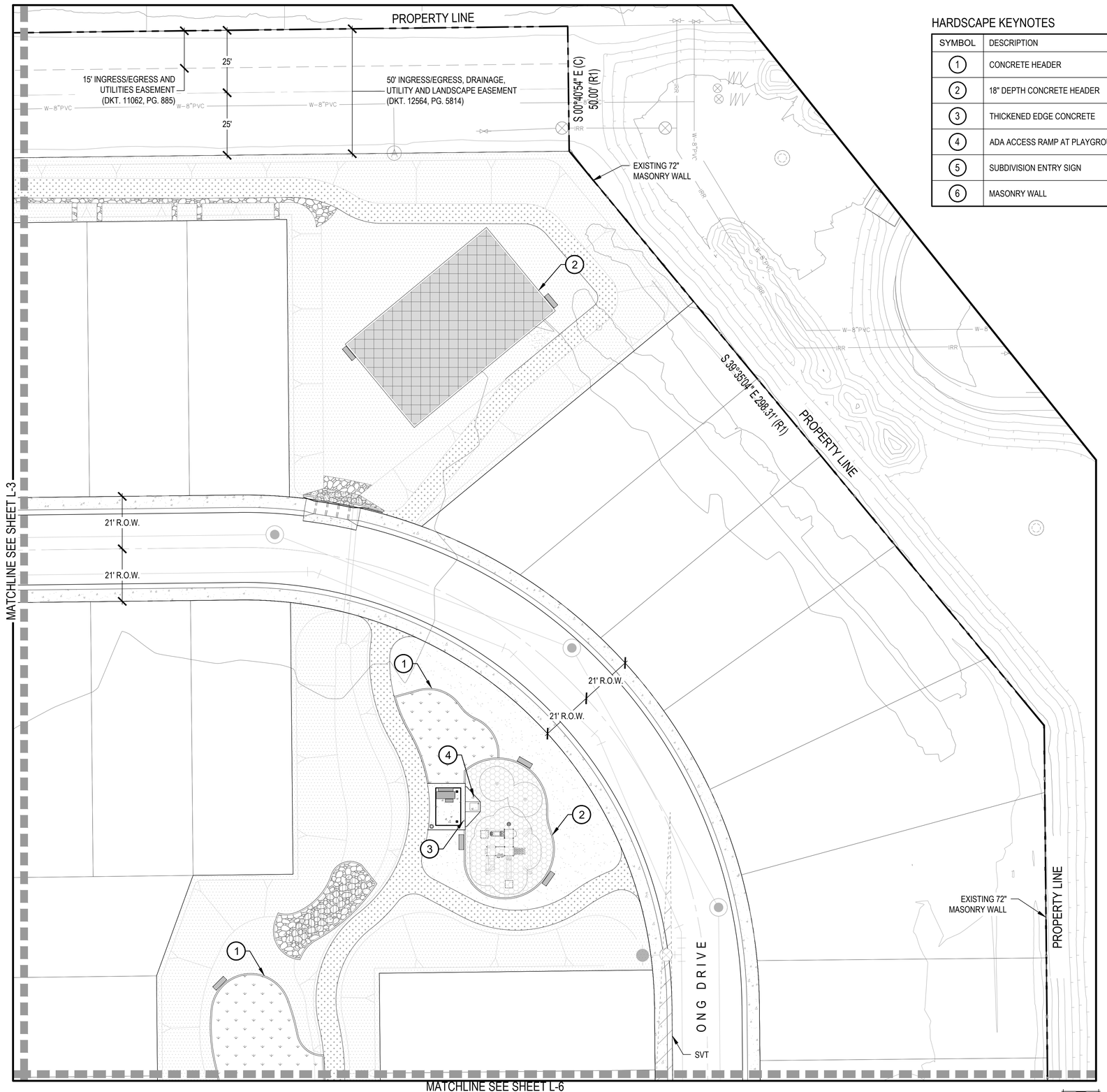
LANDSCAPE PLAN FOR SC RANCH

LOTS 1-54 AND COMMON AREAS "A" (RECREATION) AND "B" (DRAINAGE AND LANDSCAPE)

BEING A PORTION OF THE SW ¼ OF THE SW ¼ OF SECTION 28, T11S, R11E, GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

REFERENCE: PCZ-02065, PCM1904-001, PVR2002-001

SHT. 04 OF 20



NORTH

SCALE: 1"=20'

0 10 20 40

HARDSCAPE KEYNOTES

SYMBOL	DESCRIPTION	DETAIL	QTY.
1	CONCRETE HEADER	2/L-16	340 LF
2	18" DEPTH CONCRETE HEADER	3/L-16	365 LF
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6	MASONRY WALL	8/L-17	1387 LF

SURFACING SCHEDULE

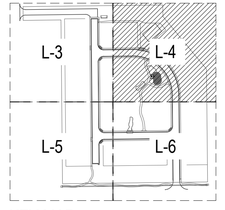
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	TURF GRASS TIFWAY 419 OR APPROVED EQUAL	7/L-15	4,278 SF
	ENGINEERED WOOD FIBER SAFETY SURFACING DEPTH: 18"	5/L-16	90 CY
	MORTAR SAND VOLLEYBALL COURT SURFACE DEPTH: 12"	5,6/L-17	112 CY
	DECORATIVE GRAVEL DEPTH: 2" COLOR: APACHE RED SIZE: 1/2" SCREENED SUPPLIER: KALAMAZOO MATERIALS INC.	5/L-15	76,038 SF
	DECORATIVE GRAVEL DEPTH: 2" COLOR: APACHE RED SIZE: 1" SCREENED SUPPLIER: KALAMAZOO MATERIALS INC.	5/L-15	34,668 SF
	STABILIZED DECOMPOSED GRANITE COLOR: APACHE BROWN SIZE: 3/8" MINUS SUPPLIER: KALAMAZOO MATERIALS INC.	4/L-16	11,254 SF
	RIP RAP REFER TO CIVIL PLAN COLOR: STANDARD GRAY	SEE CIVIL	

SITE AMENITIES SCHEDULE

SYMBOL	DESCRIPTION	DETAIL	QTY.
	ADA CONCRETE PICNIC TABLE MODEL: CMT84H MANUFACTURER: KAY PARK	2/L-17	1
	TRASH RECEPTACLE MODEL: L1439 MFR: ANOVA RECEPTACLE COLOR: SAGE, LID COLOR: GRAY	3/L-17	1
	10'X15' RAMADA MODEL: MARANA MFR: CLASSIC RECREATION	4/L-17	1
	BENCH MODEL: L1441 MFR: ANOVA FRAME COLOR: SILVER, SEAT COLOR: SAGE	1/L-17	8
	PLAYGROUND STRUCTURE MODEL: 718-S166 MFR: MIRACLE RECREATION	-	1
	SPINNERS MODEL: 945-1 MFR: MIRACLE RECREATION	-	2
	FIBAR WEAR MAT 36"X36"X1.5" MFR: THE FIBAR GROUP LLC	-	2

SITE AMENITY NOTES

1. INSTALL ALL SITE AMENITIES PER MANUFACTURER'S SPECIFICATIONS / INSTRUCTIONS.
2. ALL SITE AMENITIES ARE TO BE AS SPECIFIED OR APPROVED EQUAL AT THE DISCRETION OF THE OWNER.
3. UNDER NO CIRCUMSTANCES SHALL ANY OBSTRUCTIONS, PLAY EQUIPMENT, ETC BE LOCATED IN THE FALL ZONE OR USE CLEAR ZONE.
4. IT IS RECOMMENDED THAT A N.P.S.I. CERTIFIED PLAYGROUND INSPECTOR PROVIDE A POST INSPECTION OF THE INSTALLATION OF ALL PLAY EQUIPMENT AND SHADE CANOPIES SPECIFIED HEREIN. CONTACT YOUR LOCAL MIRACLE REPRESENTATIVE AT 888-458-2752 FOR A LIST OF NATIONAL PLAYGROUND SAFETY INSTITUTE CERTIFIED INSPECTORS.



KEY MAP NTS

L-4 HARDSCAPE PLAN

LPR2002-001

NORRIS DESIGN
Planning | Landscape Architecture | Branding
418 North Toole Avenue
Tucson, AZ 85701
P 520.622.9565
www.norris-design.com

REGISTERED LANDSCAPE ARCHITECT 50617 JASON ROBERT KUKLINSKI Date Signed 04/08/22 ARIZONA, USA EXPIRES 3/31/23

MARUM & ASSOCIATES ENGINEERING, LLC
2730 E. BROADWAY BLVD., STE. 250
TUCSON ARIZONA 85716 (520) 448-4440

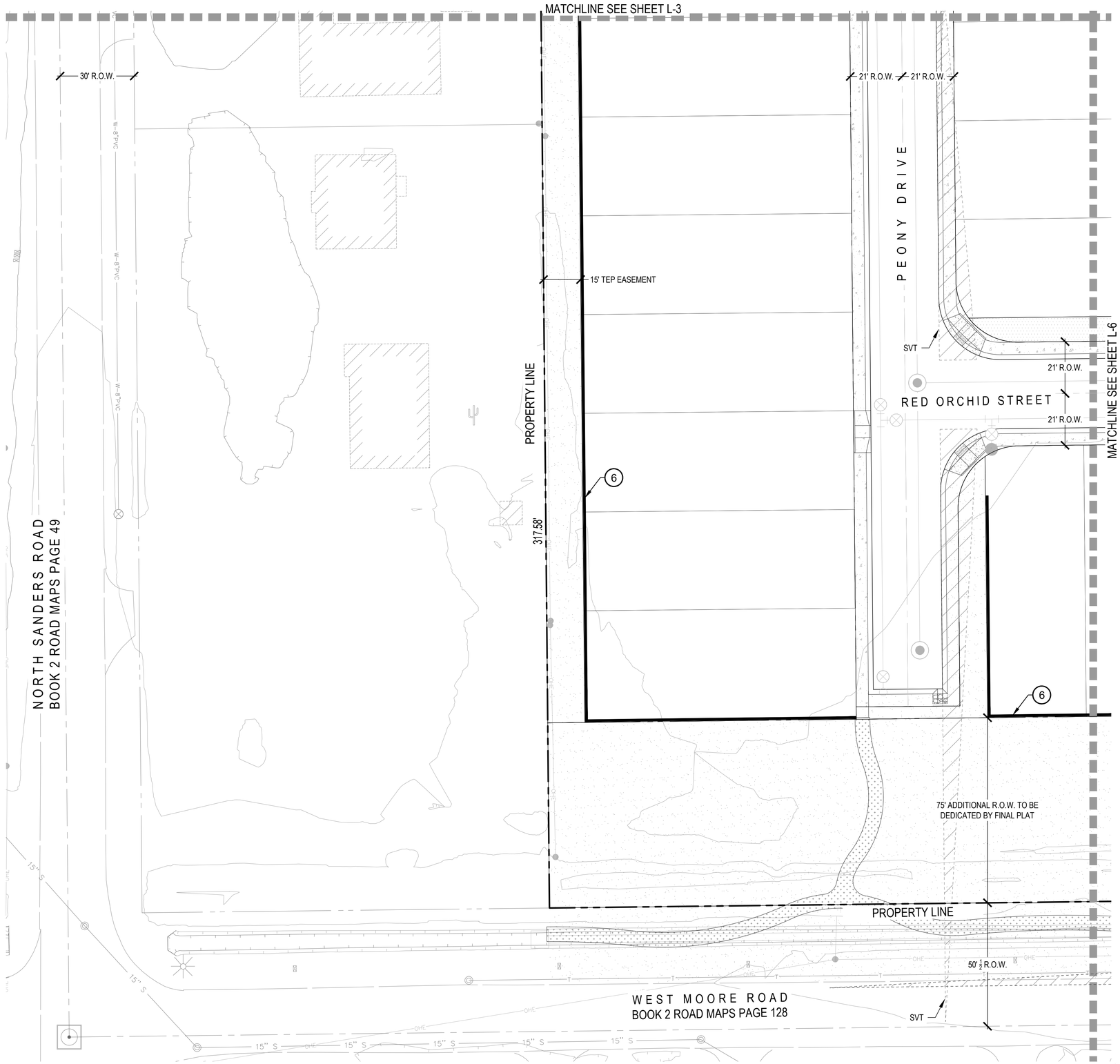
PROJECT NO: LPR2002-001 | DSGN: AW,MS,TP | DRWN: AW,MS,TP | APPV: JO | DATE: 4/7

LANDSCAPE PLAN
FOR
SC RANCH
LOTS 1-54 AND
COMMON AREAS "A" (RECREATION) AND "B" (DRAINAGE AND LANDSCAPE)

BEING A PORTION OF THE SW ¼ OF THE SW ¼ OF SECTION 28, T11S, R11E, GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

REFERENCE: PCZ-02065, PCM1904-001, PVR2002-001

SHT. 05 OF 20

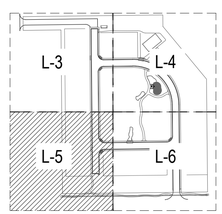


SURFACING SCHEDULE

SYMBOL	DESCRIPTION	DETAIL	QTY.
	CONCRETE COLOR: STANDARD GRAY FINISH: MEDIUM BROOM	1/L-16	270 SF
	TURF GRASS TIFWAY 419 OR APPROVED EQUAL	7/L-15	4,278 SF
	ENGINEERED WOOD FIBER SAFETY SURFACING DEPTH: 18"	5/L-16	90 CY
	MORTAR SAND VOLLEYBALL COURT SURFACE DEPTH: 12"	5,6/L-17	112 CY
	DECORATIVE GRAVEL DEPTH: 2" COLOR: APACHE RED SIZE: 1/2" SCREENED SUPPLIER: KALAMAZOO MATERIALS INC.	5/L-15	76,038 SF
	DECORATIVE GRAVEL DEPTH: 2" COLOR: APACHE RED SIZE: 1" SCREENED SUPPLIER: KALAMAZOO MATERIALS INC.	5/L-15	34,668 SF
	STABILIZED DECOMPOSED GRANITE COLOR: APACHE BROWN SIZE: 3/8" MINUS SUPPLIER: KALAMAZOO MATERIALS INC.	4/L-16	11,254 SF
	RIP RAP REFER TO CIVIL PLAN COLOR: STANDARD GRAY	SEE CIVIL	

HARDSCAPE KEYNOTES

SYMBOL	DESCRIPTION	DETAIL	QTY.
1	CONCRETE HEADER	2/L-16	340 LF
2	18" DEPTH CONCRETE HEADER	3/L-16	365 LF
3	THICKENED EDGE CONCRETE	5/L-16	19 LF
4	ADA ACCESS RAMP AT PLAYGROUND	6/L-16	1
5	SUBDIVISION ENTRY SIGN	7/L-17	1
6	MASONRY WALL	8/L-17	1387 LF



KEY MAP NTS

NORTH

0 10 20 40

SCALE: 1"=20'

L-5 HARDSCAPE PLAN

LPR2002-001

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418 North Toole Avenue
Tucson, AZ 85701
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50617
JASON ROBERT KUKLINSKI
Date Signed 03/31/22
ARIZONA, U.S.A.
REGISTERED LANDSCAPE ARCHITECT
EXPIRES 3/31/22

MARUM & ASSOCIATES ENGINEERING, LLC
2730 E. BROADWAY BLVD., STE. 250
TUCSON ARIZONA 85716 (520) 448-4440

PROJECT NO: LPR2002-001 | DSGN: AW,MS,TP | DRWN: AW,MS,TP | APPV: JO | DATE: 4/7

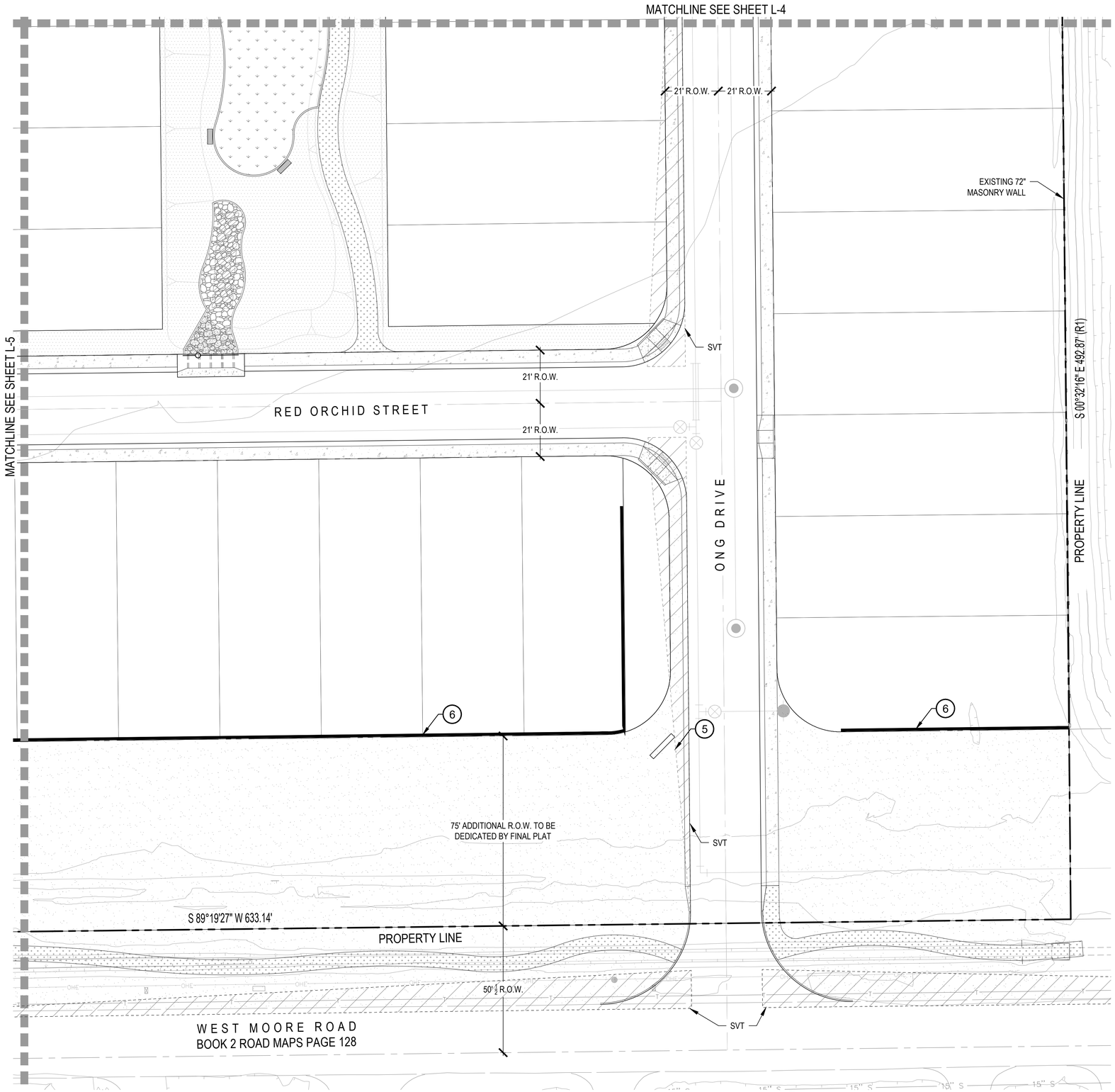
LANDSCAPE PLAN
FOR
SC RANCH

LOTS 1-54 AND
COMMON AREAS "A" (RECREATION) AND "B" (DRAINAGE AND LANDSCAPE)

BEING A PORTION OF THE SW¼ OF THE SW¼ OF SECTION 28, T11S, R11E, GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

REFERENCE: PCZ-02065, PCM1904-001, PVR2002-001

SHT: 06 OF 20

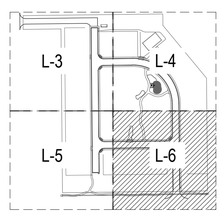


SURFACING SCHEDULE

SYMBOL	DESCRIPTION	DETAIL	QTY.
	CONCRETE COLOR: STANDARD GRAY FINISH: MEDIUM BROOM	1/L-16	270 SF
	TURF GRASS TIFWAY 419 OR APPROVED EQUAL	7/L-15	4,278 SF
	ENGINEERED WOOD FIBER SAFETY SURFACING DEPTH: 18"	5/L-16	90 CY
	MORTAR SAND VOLLEYBALL COURT SURFACE DEPTH: 12"	5,6/L-17	112 CY
	DECORATIVE GRAVEL DEPTH: 2" COLOR: APACHE RED SIZE: 1/2" SCREENED SUPPLIER: KALAMAZOO MATERIALS INC.	5/L-15	76,038 SF
	DECORATIVE GRAVEL DEPTH: 2" COLOR: APACHE RED SIZE: 1" SCREENED SUPPLIER: KALAMAZOO MATERIALS INC.	5/L-15	34,668 SF
	STABILIZED DECOMPOSED GRANITE COLOR: APACHE BROWN SIZE: 3/8" MINUS SUPPLIER: KALAMAZOO MATERIALS INC.	4/L-16	11,254 SF
	RIP RAP REFER TO CIVIL PLAN COLOR: STANDARD GRAY	SEE CIVIL	

HARDSCAPE KEYNOTES

SYMBOL	DESCRIPTION	DETAIL	QTY.
1	CONCRETE HEADER	2/L-16	340 LF
2	18" DEPTH CONCRETE HEADER	3/L-16	365 LF
3	THICKENED EDGE CONCRETE	5/L-16	19 LF
4	ADA ACCESS RAMP AT PLAYGROUND	6/L-16	1
5	SUBDIVISION ENTRY SIGN	7/L-17	1
6	MASONRY WALL	8/L-17	1387 LF



KEY MAP NTS

NORTH

0 10 20 40

SCALE: 1"=20'

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Tucson, AZ 85701
P 520.622.9565
www.norris-design.com

L-6 HARDSCAPE PLAN

LPR2002-001

PROFESSIONAL LANDSCAPE ARCHITECT
50617
JASON ROBERT KUKLINSKI
Date Signed 03/31/20
ARIZONA, USA
EXPIRES 3/31/22

MARUM & ASSOCIATES ENGINEERING, LLC
2730 E. BROADWAY BLVD., STE. 250
TUCSON ARIZONA 85716 (520) 448-4440

PROJECT NO: LPR2002-001 | DSGN: AW,MS,TP | DRWN: AW,MS,TP | APPV: JO | DATE: 4/7

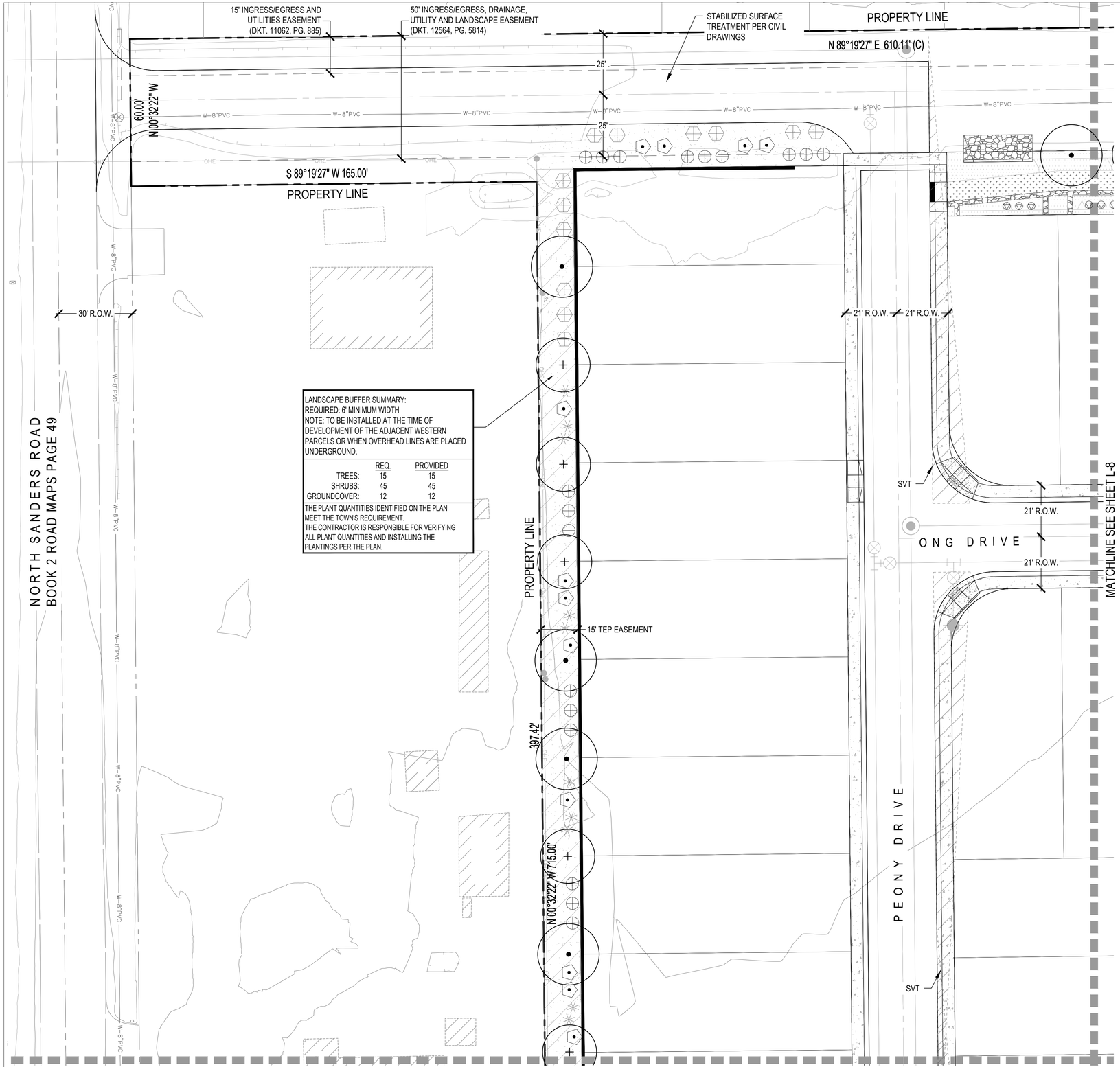
LANDSCAPE PLAN FOR SC RANCH

LOTS 1-54 AND COMMON AREAS "A" (RECREATION) AND "B" (DRAINAGE AND LANDSCAPE)

BEING A PORTION OF THE SW 1/4 OF THE SW 1/4 OF SECTION 28, T11S, R11E, GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

REFERENCE: PCZ-02065, PCM1904-001, PVR2002-001

SHT. 07 OF 20



SURFACING SCHEDULE

SYMBOL	DESCRIPTION
	CONCRETE COLOR: STANDARD GRAY FINISH: MEDIUM BROOM
	TURF GRASS TIFWAY 419 OR APPROVED EQUAL
	ENGINEERED WOOD FIBER SAFETY SURFACING DEPTH: 18"
	MORTAR SAND VOLLEYBALL COURT SURFACE DEPTH: 12"
	DECORATIVE GRAVEL DEPTH: 2" COLOR: APACHE RED SIZE: 1/2" SCREENED SUPPLIER: KALAMAZOO MATERIALS INC.
	DECORATIVE GRAVEL DEPTH: 2" COLOR: APACHE RED SIZE: 1" SCREENED SUPPLIER: KALAMAZOO MATERIALS INC.
	STABILIZED DECOMPOSED GRANITE COLOR: APACHE BROWN SIZE: 3/8" MINUS SUPPLIER: KALAMAZOO MATERIALS INC.
	RIP RAP REFER TO CIVIL PLAN COLOR: STANDARD GRAY

LANDSCAPE CALCULATIONS

20' BUFFER ALONG MOORE ROAD REQUIREMENT

601 LF OF FRONTAGE = 12,020 SF
.6 PLANTS (SHRUBS/TREES) PER 100 SF
1 15G TREE PER 3 SHRUBS
20% OF TOTAL PLANTS TO BE 1G GROUNDCOVER

REQUIRED	PROVIDED
18 TREES	18 TREES
54 SHRUBS	54 SHRUBS
15 GROUNDCOVER	17 GROUNDCOVER

6' BUFFER ALONG WESTERN PARCELS REQUIREMENT

645 LF OF FRONTAGE = 3,870 SF
1.5 PLANTS (SHRUBS/TREES) PER 100 SF
1 15G TREE PER 3 SHRUBS
20% OF TOTAL PLANTS TO BE 1G GROUNDCOVER

REQUIRED	PROVIDED
15 TREES	15 TREES
45 SHRUBS	45 SHRUBS
12 GROUNDCOVER	12 GROUNDCOVER

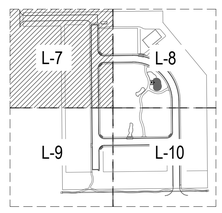
NOTE: THE LANDSCAPING FOR THIS BUFFER TO BE INSTALLED AT THE TIME OF DEVELOPMENT OF THE ADJACENT WESTERN PARCELS OR WHEN THE OVERHEAD LINES ARE PLACED UNDERGROUND.

LANDSCAPE SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
TREES - DETAIL 1,2/L-15				
	Chilopsis linearis 'Bubba'	Bubba Desert Willow	15 GAL. MULTI	14
	Parkinsonia x 'Desert Museum'	Desert Museum Palo Verde	15 GAL. MULTI	35
	Prosopis hybrid 'Leslie Roy' PP23360	Leslie Roy Thornless Mesquite	15 GAL. MULTI	19
SHRUBS - DETAIL 3/L-15				
	Calliandra californica	Baja Fairyduster	5 GAL.	58
	Encelia farinosa	Brittlebush	5 GAL.	32
	Justicia californica	Chuparosa	5 GAL.	9
	Leucophyllum langmaniae 'Lynn's Legacy'	Lynn's Legacy Texas Ranger	5 GAL.	59
	Simmondsia chinensis	Jojoba	5 GAL.	8
ACCENTS - DETAIL 4/L-15				
	Dasylirion wheeleri	Desert Spoon	5 GAL.	12
	Hesperaloe parviflora 'Perpa'	Brakelights® Red Yucca	5 GAL.	28
	Muhlenbergia rigens	Deer Grass	5 GAL.	39
GROUNDCOVER - DETAIL 3/L-15				
	Dalea greggii	Trailing Indigo Bush	1 GAL.	30
BOULDERS - DETAIL 6/L-15				
	1.5' x 1.5' Apache Brown Boulders or Approved Equal from Kalamazoo Materials			7
	2' x 2' Apache Brown Boulders or Approved Equal from Kalamazoo Materials			11
	3' x 3' Apache Brown Boulders or Approved Equal from Kalamazoo Materials			22

LANDSCAPE SCHEDULE FOR WESTERN BUFFER

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
TREES - DETAIL 1,2/L-15				
	Parkinsonia x 'Desert Museum'	Desert Museum Palo Verde	15 GAL. MULTI	9
	Prosopis hybrid 'Leslie Roy' PP23360	Leslie Roy Thornless Mesquite	15 GAL. MULTI	6
SHRUBS - DETAIL 3/L-15				
	Calliandra californica	Baja Fairyduster	5 GAL.	12
	Leucophyllum langmaniae 'Lynn's Legacy'	Lynn's Legacy Texas Ranger	5 GAL.	18
ACCENTS - DETAIL 4/L-15				
	Dasylirion wheeleri	Desert Spoon	5 GAL.	15
GROUNDCOVER - DETAIL 3/L-15				
	Dalea greggii	Trailing Indigo Bush	1 GAL.	12



KEY MAP NTS

NORTH

0 10 20 40
SCALE: 1"=20'

NORRIS DESIGN
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418 North Toole Avenue
Tucson, AZ 85701
P 520.622.9565
www.norris-design.com

L-7 LANDSCAPE PLAN

LPR2002-001

REGISTERED LANDSCAPE ARCHITECT
50617
JASON ROBERT KUKLINSKI
Date Signed 03/31/23
ARIZONA, USA
EXPIRES 3/31/23

MARUM & ASSOCIATES ENGINEERING, LLC
2730 E. BROADWAY BLVD., STE. 250
TUCSON ARIZONA 85716 (520) 448-4440

PROJECT NO: LPR2002-001 | DSGN: AW,MS,TP | DRWN: AW,MS,TP | APPV: JO | DATE: 4/7

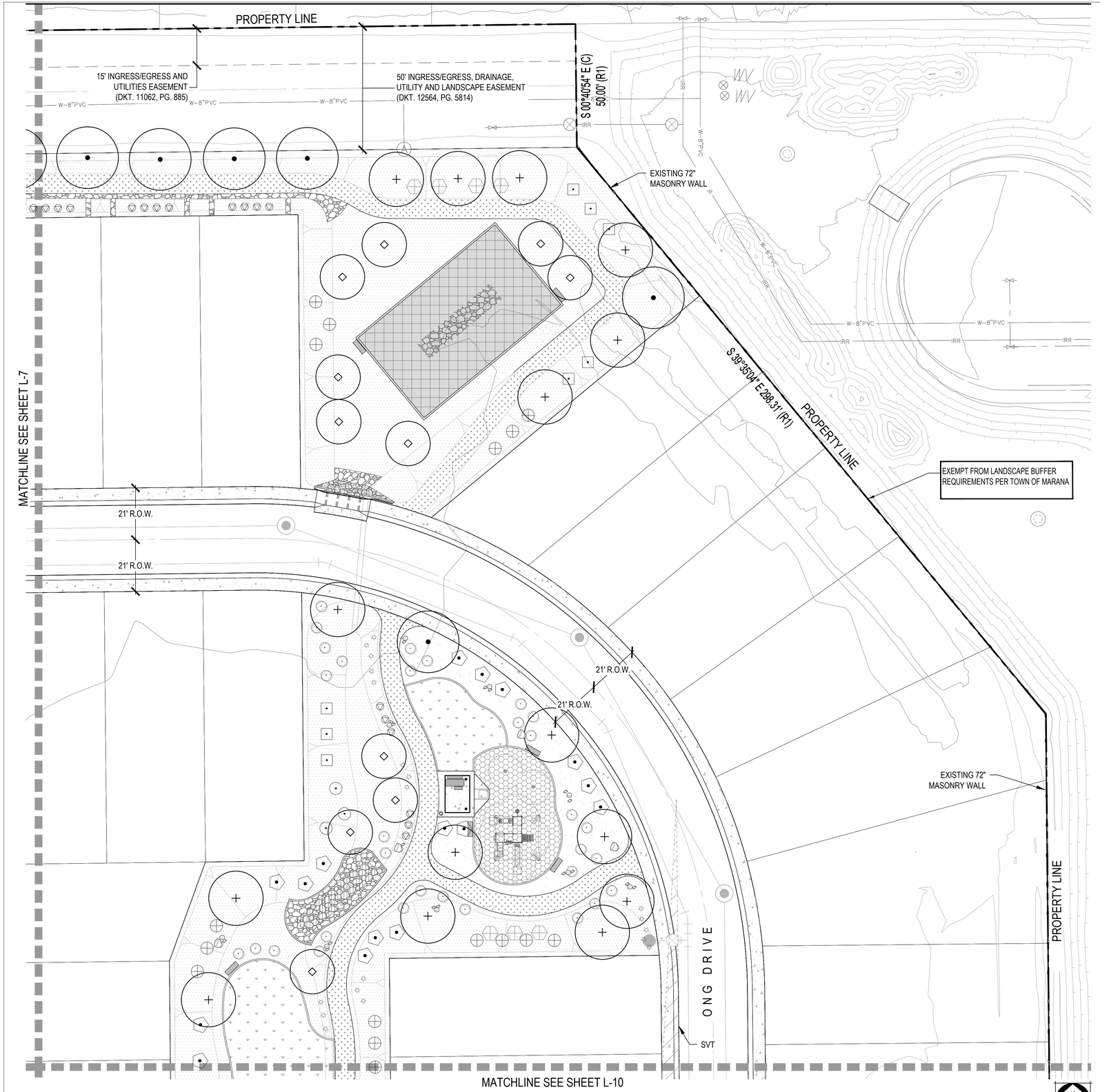
LANDSCAPE PLAN FOR SC RANCH

LOTS 1-54 AND COMMON AREAS "A" (RECREATION) AND "B" (DRAINAGE AND LANDSCAPE)

BEING A PORTION OF THE SW ¼ OF THE SW ¼ OF SECTION 28, T11S, R11E, GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

REFERENCE: PCZ-02065, PCM1904-001, PVR2002-001

SHT. 08 OF 20



SURFACING SCHEDULE

SYMBOL	DESCRIPTION
	CONCRETE COLOR: STANDARD GRAY FINISH: MEDIUM BROOM
	TURF GRASS TIFWAY 419 OR APPROVED EQUAL
	ENGINEERED WOOD FIBER SAFETY SURFACING DEPTH: 18"
	MORTAR SAND VOLLEYBALL COURT SURFACE DEPTH: 12"
	DECORATIVE GRAVEL DEPTH: 2" COLOR: APACHE RED SIZE: 1/2" SCREENED SUPPLIER: KALAMAZOO MATERIALS INC.
	DECORATIVE GRAVEL DEPTH: 2" COLOR: APACHE RED SIZE: 1" SCREENED SUPPLIER: KALAMAZOO MATERIALS INC.
	STABILIZED DECOMPOSED GRANITE COLOR: APACHE BROWN SIZE: 3/8" MINUS SUPPLIER: KALAMAZOO MATERIALS INC.
	RIP RAP REFER TO CIVIL PLAN COLOR: STANDARD GRAY

LANDSCAPE CALCULATIONS

20' BUFFER ALONG MOORE ROAD REQUIREMENT

601 LF OF FRONTAGE = 12,020 SF
.6 PLANTS (SHRUBS/TREES) PER 100 SF
1 15G TREE PER 3 SHRUBS
20% OF TOTAL PLANTS TO BE 1G GROUNDCOVER

REQUIRED	PROVIDED
18 TREES	18 TREES
54 SHRUBS	54 SHRUBS
15 GROUNDCOVER	17 GROUNDCOVER

6' BUFFER ALONG WESTERN PARCELS REQUIREMENT

645 LF OF FRONTAGE = 3,870 SF
1.5 PLANTS (SHRUBS/TREES) PER 100 SF
1 15G TREE PER 3 SHRUBS
20% OF TOTAL PLANTS TO BE 1G GROUNDCOVER

REQUIRED	PROVIDED
15 TREES	15 TREES
45 SHRUBS	45 SHRUBS
12 GROUNDCOVER	12 GROUNDCOVER

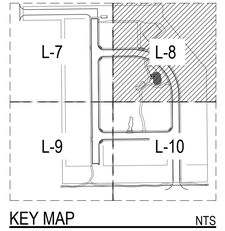
NOTE: THE LANDSCAPING FOR THIS BUFFER TO BE INSTALLED AT THE TIME OF DEVELOPMENT OF THE ADJACENT WESTERN PARCELS OR WHEN THE OVERHEAD LINES ARE PLACED UNDERGROUND.

LANDSCAPE SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
TREES - DETAIL 1,2/L-15				
	Chilopsis linearis 'Bubba'	Bubba Desert Willow	15 GAL. MULTI	14
	Parkinsonia x 'Desert Museum'	Desert Museum Palo Verde	15 GAL. MULTI	35
	Prosopis hybrid 'Leslie Roy' PP23360	Leslie Roy Thornless Mesquite	15 GAL. MULTI	19
SHRUBS - DETAIL 3/L-15				
	Calliandra californica	Baja Fairyduster	5 GAL.	58
	Encelia farinosa	Brittlebush	5 GAL.	32
	Justicia californica	Chuparosa	5 GAL.	9
	Leucophyllum langmaniae 'Lynn's Legacy'	Lynn's Legacy Texas Ranger	5 GAL.	59
	Simmondsia chinensis	Jojoba	5 GAL.	8
ACCENTS - DETAIL 4/L-15				
	Dasylirion wheeleri	Desert Spoon	5 GAL.	12
	Hesperaloe parviflora 'Perpa'	Brakelights® Red Yucca	5 GAL.	28
	Muhlenbergia rigens	Deer Grass	5 GAL.	39
GROUNDCOVER - DETAIL 3/L-15				
	Dalea greggii	Trailing Indigo Bush	1 GAL.	30
BOULDERS - DETAIL 6/L-15				
	1.5' x 1.5' Apache Brown Boulders or Approved Equal from Kalamazoo Materials			7
	2' x 2' Apache Brown Boulders or Approved Equal from Kalamazoo Materials			11
	3' x 3' Apache Brown Boulders or Approved Equal from Kalamazoo Materials			22

LANDSCAPE SCHEDULE FOR WESTERN BUFFER

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
TREES - DETAIL 1,2/L-15				
	Parkinsonia x 'Desert Museum'	Desert Museum Palo Verde	15 GAL. MULTI	9
	Prosopis hybrid 'Leslie Roy' PP23360	Leslie Roy Thornless Mesquite	15 GAL. MULTI	6
SHRUBS - DETAIL 3/L-15				
	Calliandra californica	Baja Fairyduster	5 GAL.	12
	Leucophyllum langmaniae 'Lynn's Legacy'	Lynn's Legacy Texas Ranger	5 GAL.	18
ACCENTS - DETAIL 4/L-15				
	Dasylirion wheeleri	Desert Spoon	5 GAL.	15
GROUNDCOVER - DETAIL 3/L-15				
	Dalea greggii	Trailing Indigo Bush	1 GAL.	12



KEY MAP NTS

NORTH

0 10 20 40

SCALE: 1"=20'

NORRIS DESIGN
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L-8 LANDSCAPE PLAN

LPR2002-001

REGISTERED LANDSCAPE ARCHITECT 50617 JASON ROBERT KUKLINSKI Date Signed 04/18/22 ARIZONA, U.S.A. EXPIRES 3/31/22

MARUM & ASSOCIATES ENGINEERING, LLC
2730 E. BROADWAY BLVD., STE. 250
TUCSON ARIZONA 85716 (520) 448-4440

PROJECT NO: LPR2002-001 | DSGN: AW,MS,TP | DRWN: AW,MS,TP | APPV: JO | DATE: 4/7

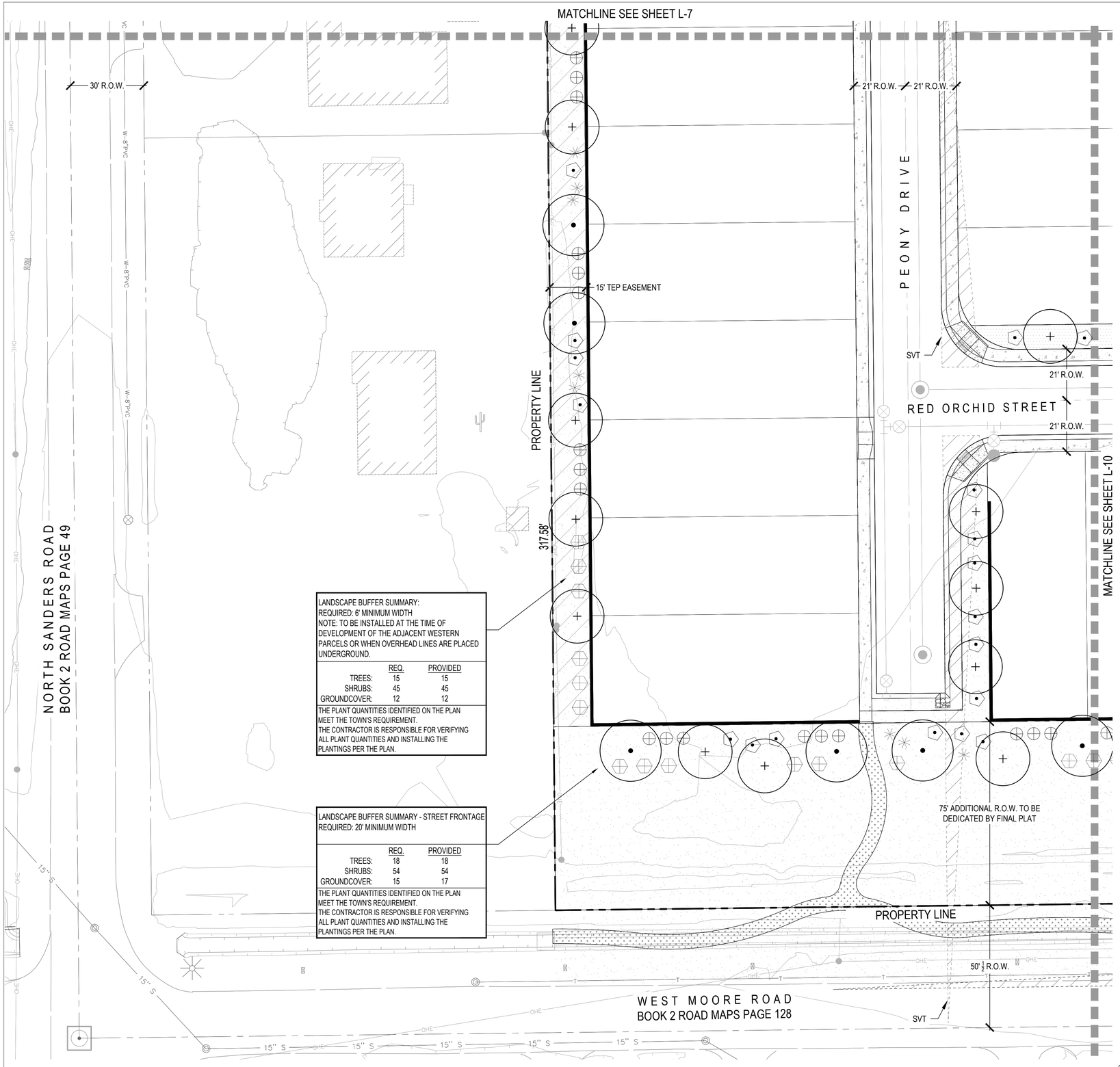
LANDSCAPE PLAN FOR SC RANCH

LOTS 1-54 AND COMMON AREAS "A" (RECREATION) AND "B" (DRAINAGE AND LANDSCAPE)

BEING A PORTION OF THE SW¼ OF THE SW¼ OF SECTION 28, T11S, R11E, GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

REFERENCE: PCZ-02065, PCM1904-001, PVR2002-001

SHT. 09 OF 20



SURFACING SCHEDULE

SYMBOL	DESCRIPTION
	CONCRETE COLOR: STANDARD GRAY FINISH: MEDIUM BROOM
	TURF GRASS TIFWAY 419 OR APPROVED EQUAL
	ENGINEERED WOOD FIBER SAFETY SURFACING DEPTH: 18"
	MORTAR SAND VOLLEYBALL COURT SURFACE DEPTH: 12"
	DECORATIVE GRAVEL DEPTH: 2" COLOR: APACHE RED SIZE: 1/2" SCREENED SUPPLIER: KALAMAZOO MATERIALS INC.
	DECORATIVE GRAVEL DEPTH: 2" COLOR: APACHE RED SIZE: 1" SCREENED SUPPLIER: KALAMAZOO MATERIALS INC.
	STABILIZED DECOMPOSED GRANITE COLOR: APACHE BROWN SIZE: 3/8" MINUS SUPPLIER: KALAMAZOO MATERIALS INC.
	RIP RAP REFER TO CIVIL PLAN COLOR: STANDARD GRAY

LANDSCAPE CALCULATIONS

20' BUFFER ALONG MOORE ROAD REQUIREMENT

601 LF OF FRONTAGE = 12,020 SF
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1 15G TREE PER 3 SHRUBS
20% OF TOTAL PLANTS TO BE 1G GROUNDCOVER

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18 TREES	18 TREES
54 SHRUBS	54 SHRUBS
15 GROUNDCOVER	17 GROUNDCOVER

6' BUFFER ALONG WESTERN PARCELS REQUIREMENT

645 LF OF FRONTAGE = 3,870 SF
1.5 PLANTS (SHRUBS/TREES) PER 100 SF
1 15G TREE PER 3 SHRUBS
20% OF TOTAL PLANTS TO BE 1G GROUNDCOVER

REQUIRED	PROVIDED
15 TREES	15 TREES
45 SHRUBS	45 SHRUBS
12 GROUNDCOVER	12 GROUNDCOVER

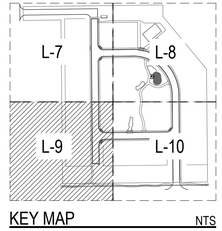
NOTE: THE LANDSCAPING FOR THIS BUFFER TO BE INSTALLED AT THE TIME OF DEVELOPMENT OF THE ADJACENT WESTERN PARCELS OR WHEN THE OVERHEAD LINES ARE PLACED UNDERGROUND.

LANDSCAPE SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
TREES - DETAIL 1,2/L-15				
◇	Chilopsis linearis 'Bubba'	Bubba Desert Willow	15 GAL. MULTI	14
+	Parkinsonia x 'Desert Museum'	Desert Museum Palo Verde	15 GAL. MULTI	35
•	Prosopis hybrid 'Leslie Roy' PP23360	Leslie Roy Thornless Mesquite	15 GAL. MULTI	19
SHRUBS - DETAIL 3/L-15				
⬡	Calliandra californica	Baja Fairyduster	5 GAL.	58
▽	Encelia farinosa	Brittlebush	5 GAL.	32
•	Justicia californica	Chuparosa	5 GAL.	9
⊕	Leucophyllum langmaniae 'Lynn's Legacy'	Lynn's Legacy Texas Ranger	5 GAL.	59
▪	Simmondsia chinensis	Jojoba	5 GAL.	8
ACCENTS - DETAIL 4/L-15				
✳	Dasylirion wheeleri	Desert Spoon	5 GAL.	12
✲	Hesperaloe parviflora 'Perpa'	Brakelights® Red Yucca	5 GAL.	28
⊙	Muhlenbergia rigens	Deer Grass	5 GAL.	39
GROUNDCOVER - DETAIL 3/L-15				
⊕	Dalea greggii	Trailing Indigo Bush	1 GAL.	30
BOULDERS - DETAIL 6/L-15				
◬	1.5' x 1.5' Apache Brown Boulders or Approved Equal from Kalamazoo Materials			7
○	2' x 2' Apache Brown Boulders or Approved Equal from Kalamazoo Materials			11
○	3' x 3' Apache Brown Boulders or Approved Equal from Kalamazoo Materials			22

LANDSCAPE SCHEDULE FOR WESTERN BUFFER

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
TREES - DETAIL 1,2/L-15				
+	Parkinsonia x 'Desert Museum'	Desert Museum Palo Verde	15 GAL. MULTI	9
•	Prosopis hybrid 'Leslie Roy' PP23360	Leslie Roy Thornless Mesquite	15 GAL. MULTI	6
SHRUBS - DETAIL 3/L-15				
⬡	Calliandra californica	Baja Fairyduster	5 GAL.	12
⊕	Leucophyllum langmaniae 'Lynn's Legacy'	Lynn's Legacy Texas Ranger	5 GAL.	18
ACCENTS - DETAIL 4/L-15				
✳	Dasylirion wheeleri	Desert Spoon	5 GAL.	15
GROUNDCOVER - DETAIL 3/L-15				
⊕	Dalea greggii	Trailing Indigo Bush	1 GAL.	12



KEY MAP NTS

NORTH

0 10 20 40
SCALE: 1"=20'

NORRIS DESIGN
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418 North Toole Avenue
Tucson, AZ 85701
P 520.622.9565
www.norris-design.com

L-9 LANDSCAPE PLAN

LPR2002-001

REGISTERED LANDSCAPE ARCHITECT
50617
JASON ROBERT KUKLINSKI
Date Signed 04/08/22
ARIZONA, USA
EXPIRES 3/31/23

MARUM & ASSOCIATES ENGINEERING, LLC
2730 E. BROADWAY BLVD., STE. 250
TUCSON ARIZONA 85716 (520) 448-4440

PROJECT NO: LPR2002-001 | DSGN: AW,MS,TP | DRWN: AW,MS,TP | APPV: JO | DATE: 4/7

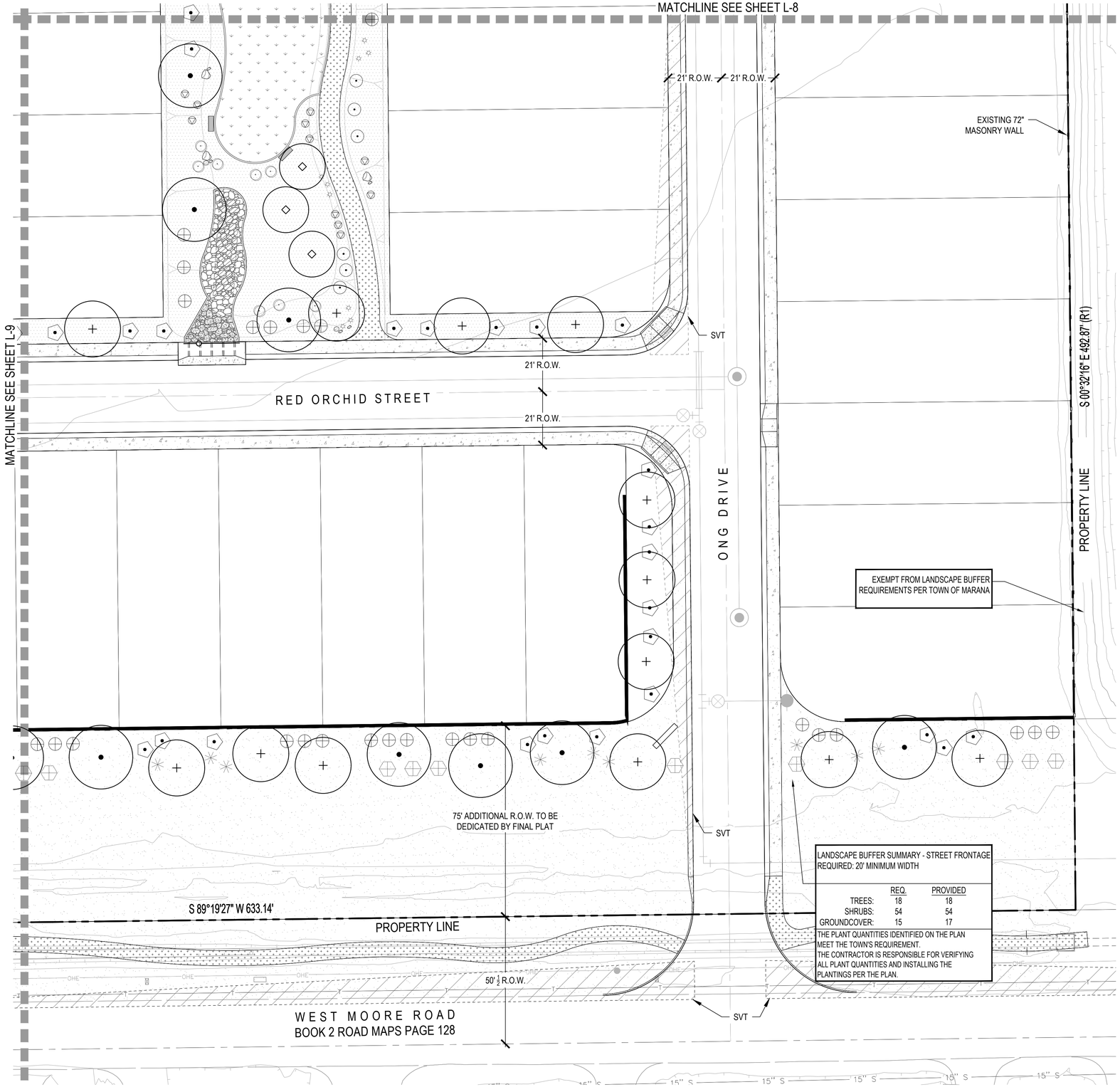
LANDSCAPE PLAN FOR SC RANCH

LOTS 1-54 AND COMMON AREAS "A" (RECREATION) AND "B" (DRAINAGE AND LANDSCAPE)

BEING A PORTION OF THE SW 1/4 OF THE SW 1/4 OF SECTION 28, T11S, R11E, GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

REFERENCE: PCZ-02065, PCM1904-001, PVR2002-001

SHT. 10 OF 20



SURFACING SCHEDULE

SYMBOL	DESCRIPTION
	CONCRETE COLOR: STANDARD GRAY FINISH: MEDIUM BROOM
	TURF GRASS TIFWAY 419 OR APPROVED EQUAL
	ENGINEERED WOOD FIBER SAFETY SURFACING DEPTH: 18"
	MORTAR SAND VOLLEYBALL COURT SURFACE DEPTH: 12"
	DECORATIVE GRAVEL DEPTH: 2" COLOR: APACHE RED SIZE: 1/2" SCREENED SUPPLIER: KALAMAZOO MATERIALS INC.
	DECORATIVE GRAVEL DEPTH: 2" COLOR: APACHE RED SIZE: 1" SCREENED SUPPLIER: KALAMAZOO MATERIALS INC.
	STABILIZED DECOMPOSED GRANITE COLOR: APACHE BROWN SIZE: 3/8" MINUS SUPPLIER: KALAMAZOO MATERIALS INC.
	RIP RAP REFER TO CIVIL PLAN COLOR: STANDARD GRAY

LANDSCAPE CALCULATIONS

20' BUFFER ALONG MOORE ROAD REQUIREMENT

601 LF OF FRONTAGE = 12,020 SF
.6 PLANTS (SHRUBS/TREES) PER 100 SF
1 15G TREE PER 3 SHRUBS
20% OF TOTAL PLANTS TO BE 1G GROUNDCOVER

REQUIRED	PROVIDED
18 TREES	18 TREES
54 SHRUBS	54 SHRUBS
15 GROUNDCOVER	17 GROUNDCOVER

6' BUFFER ALONG WESTERN PARCELS REQUIREMENT

645 LF OF FRONTAGE = 3,870 SF
1.5 PLANTS (SHRUBS/TREES) PER 100 SF
1 15G TREE PER 3 SHRUBS
20% OF TOTAL PLANTS TO BE 1G GROUNDCOVER

REQUIRED	PROVIDED
15 TREES	15 TREES
45 SHRUBS	45 SHRUBS
12 GROUNDCOVER	12 GROUNDCOVER

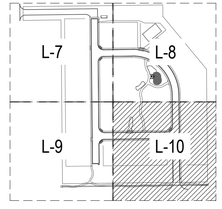
NOTE: THE LANDSCAPING FOR THIS BUFFER TO BE INSTALLED AT THE TIME OF DEVELOPMENT OF THE ADJACENT WESTERN PARCELS OR WHEN THE OVERHEAD LINES ARE PLACED UNDERGROUND.

LANDSCAPE SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
TREES - DETAIL 1,2/L-15				
◇	Chilopsis linearis 'Bubba'	Bubba Desert Willow	15 GAL. MULTI	14
+	Parkinsonia x 'Desert Museum'	Desert Museum Palo Verde	15 GAL. MULTI	35
•	Prosopis hybrid 'Leslie Roy' PP23360	Leslie Roy Thornless Mesquite	15 GAL. MULTI	19
SHRUBS - DETAIL 3/L-15				
⬢	Calliandra californica	Baja Fairyduster	5 GAL.	58
⊛	Encelia farinosa	Brittlebush	5 GAL.	32
⊙	Justicia californica	Chuparosa	5 GAL.	9
⊕	Leucophyllum langmaniae 'Lynn's Legacy'	Lynn's Legacy Texas Ranger	5 GAL.	59
▪	Simmondsia chinensis	Jojoba	5 GAL.	8
ACCENTS - DETAIL 4/L-15				
✳	Dasylirion wheeleri	Desert Spoon	5 GAL.	12
✲	Hesperaloe parviflora 'Perpa'	Brakelights® Red Yucca	5 GAL.	28
⊙	Muhlenbergia rigens	Deer Grass	5 GAL.	39
GROUNDCOVER - DETAIL 3/L-15				
⊕	Dalea greggii	Trailing Indigo Bush	1 GAL.	30
BOULDERS - DETAIL 6/L-15				
	1.5' x 1.5' Apache Brown Boulders or Approved Equal from Kalamazoo Materials			7
	2' x 2' Apache Brown Boulders or Approved Equal from Kalamazoo Materials			11
	3' x 3' Apache Brown Boulders or Approved Equal from Kalamazoo Materials			22

LANDSCAPE SCHEDULE FOR WESTERN BUFFER

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
TREES - DETAIL 1,2/L-15				
+	Parkinsonia x 'Desert Museum'	Desert Museum Palo Verde	15 GAL. MULTI	9
•	Prosopis hybrid 'Leslie Roy' PP23360	Leslie Roy Thornless Mesquite	15 GAL. MULTI	6
SHRUBS - DETAIL 3/L-15				
⬢	Calliandra californica	Baja Fairyduster	5 GAL.	12
⊕	Leucophyllum langmaniae 'Lynn's Legacy'	Lynn's Legacy Texas Ranger	5 GAL.	18
ACCENTS - DETAIL 4/L-15				
✳	Dasylirion wheeleri	Desert Spoon	5 GAL.	15
GROUNDCOVER - DETAIL 3/L-15				
⊕	Dalea greggii	Trailing Indigo Bush	1 GAL.	12



KEY MAP NTS

NORTH

0 10 20 40

SCALE: 1"=20'

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L-10 LANDSCAPE PLAN

LPR2002-001

REGISTERED LANDSCAPE ARCHITECT 50617 JASON ROBERT KUKLINSKI Date Signed 04/08/20 ARIZONA, USA EXPIRES 3/31/22

MARUM & ASSOCIATES ENGINEERING, LLC
2730 E. BROADWAY BLVD., STE. 250
TUCSON ARIZONA 85716 (520) 448-4440

PROJECT NO: LPR2002-001 | DSGN: AW,MS,TP | DRWN: AW,MS,TP | APPV: JO | DATE: 4/7

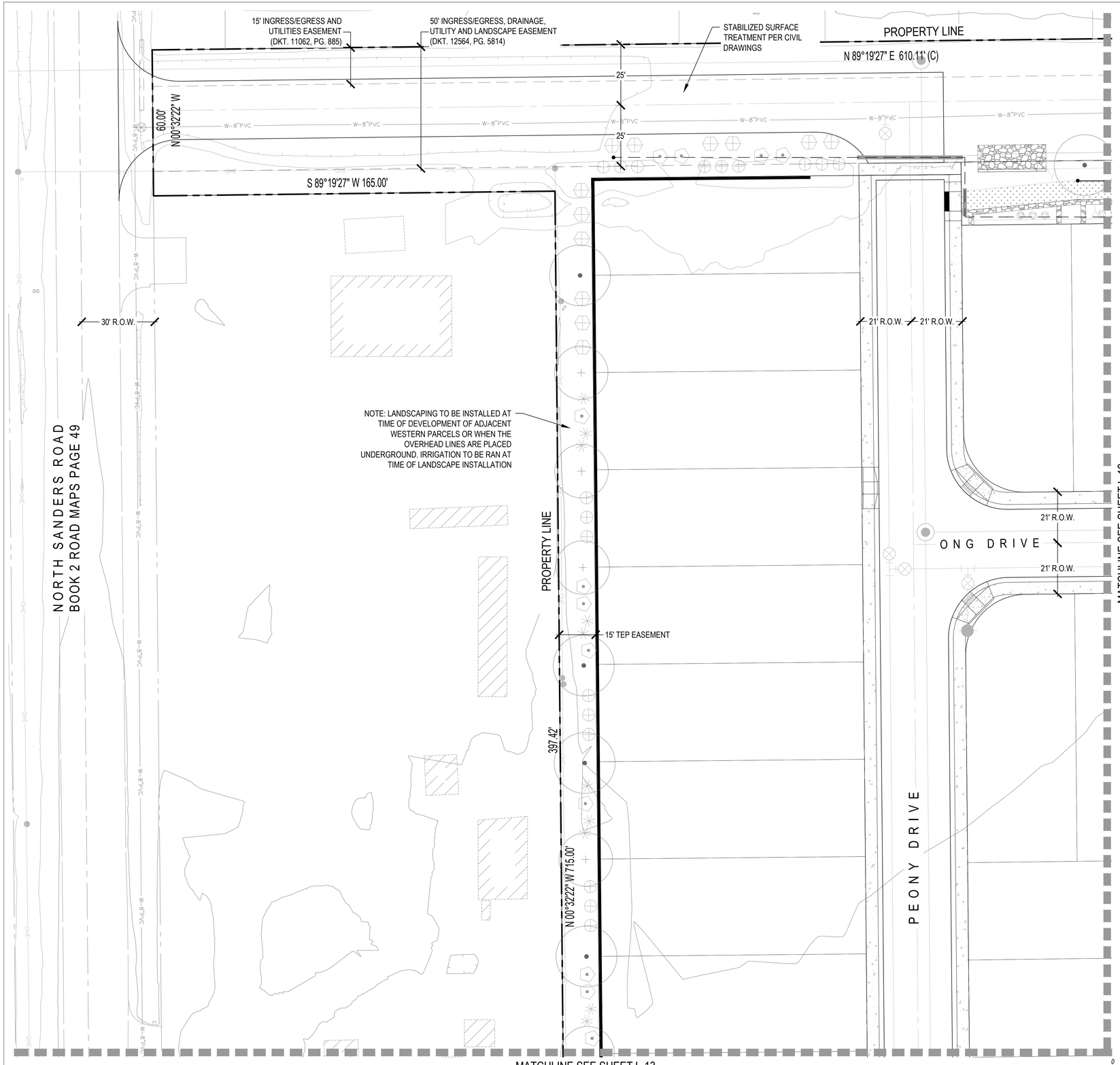
LANDSCAPE PLAN FOR SC RANCH

LOTS 1-54 AND COMMON AREAS "A" (RECREATION) AND "B" (DRAINAGE AND LANDSCAPE)

BEING A PORTION OF THE SW ¼ OF THE SW ¼ OF SECTION 28, T11S, R11E, GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

REFERENCE: PCZ-02065, PCM1904-001, PVR2002-001

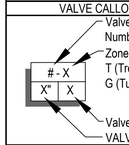
SHT. 11 OF 20



IRRIGATION SCHEDULE

SYMBOL	DESCRIPTION	MFR	MODEL NO.	COMMENTS	DETAIL
POC	IRRIGATION POINT OF CONNECTION	NA	CONNECT TO EXISTING 1" DEDICATED IRRIGATION METER (BY OTHERS)	COORDINATE LOCATION WITH OWNER'S REPRESENTATIVE	
M	IRRIGATION METER	NA	1" DEDICATED IRRIGATION METER (BY OTHERS)	SEE CIVIL AND UTILITY PLANS	
	BACKFLOW PREVENTER	FEBCO	1" 825YA REDUCED PRESSURE BACKFLOW PREVENTER	IN GUARDSHACK ENCLOSURE	L-18 / D1
NOT SHOWN	BACKFLOW ENCLOSURE	GUARD SHACK	LIFTOFF ENCLOSURE (GS-1) 10"WX24"HX22"L WITH FROST BLANKET	COLOR: TAN FROST BLANKET: (FS-1)	L-18 / D2
C	IRRIGATION CONTROLLER	HUNTER	CONTROLLER (I-CORE) EXPANSION MODULE (ICM-600) PEDESTAL MOUNT (ACC-PED)	METAL CABINET ROAM-XL REMOTE 11 VALVES	L-18 / D3
	SENSOR	HUNTER	WIRELESS RAIN SENSOR (WSS-SEN)	POLE MOUNT	L-18 / D4
	GATE VALVE	MATCO	CARSON ROUND VALVE BOX (910) BRASS GATE VALVE (500)	SIZE PER LINE SIZE. THREADED ENDS	L-19 / D1
	QUICK COUPLER	HUNTER	CARSON ROUND VALVE BOX (910) 1" COUPLER (HQ-44LRC) LOCKING COVER	PROVIDE KEY AND HOSE SWIVEL	L-18 / D8
M	MASTER VALVE & FLOW METER	HUNTER & CREATIVE SENSOR	(2) CARSON VALVE BOX (1220) 1" BRASS BALL VALVE 1" MASTER VALVE (ICV-101G) 1" PVC FLOW SENSOR (FSI-T10)	MIN. 0.86 GPM - MAX. 50.0 GPM FLOW	L-18 / D7
	VALVE ASSEMBLY TURF	HUNTER	CARSON JUMBO VALVE BOX (1220) 1" SCH. 80 PVC BALL VALVE 1" CONTROL VALVE (ICV-101G)		L-19 / D2
	VALVE ASSEMBLY DRIP	HUNTER	CARSON JUMBO VALVE BOX (1220) 1" SCH. 80 PVC BALL VALVE 1" IRRIGATION CONTROL ZONE KIT (ICZ-101-LF)		L-19 / D3
R-14 R-VAN 1318 R-1318 R-VAN 1724 R-1724	TURF ROTARY	RAIN BIRD	R-VAN 1804-SAM-P45-NP TURF ROTARY 8`-24` 45°-270° AND 360° HAND ADJUSTABLE MULTI-STREAM ROTARY /1800 TURF SPRAY BODY ON 4.0" POP-UP. CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	.6" MATCHED PRECIPITATION RATE @ 45 PSI	L-19 / D4
	PVC SLEEVING	NA	SCH. 40 PVC	SEE IRRIGATION NOTES FOR SIZING INFO	L-18 / D5
	PVC MAINLINE	NA	1-1/2" SCH. 40 PVC ALL MAINLINE TO HAVE TRACER WIRE AND TAPE	UNLESS OTHERWISE NOTED ON PLAN	L-18 / D6
TREE SHRUB TURF	PVC LATERALS	NA	3/4" SCH 40 PVC PIPE	UNLESS OTHERWISE NOTED ON PLAN	L-18 / D6
	END CAP	NA	CARSON ROUND VALVE BOX (910). HOSE END FLUSH CAP		L-19 / D8

VALVE CALLOUTS

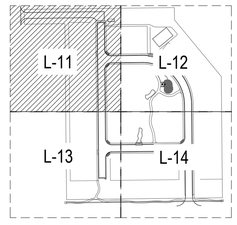


EMITTER SCHEDULE

PLANT TYPE	EMITTER	OUTLET
ACCENTS	Rain Bird XBT-10-6	1-1 GPH Outlet
GROUNDCOVER	Rain Bird XBT-10-6	1-1 GPH Outlet
SHRUBS	Rain Bird XBT-10-6	2-1 GPH Outlets
TREES	Rain Bird XBT-20-6	6-2 GPH Outlets

NOTES

1. EMITTER SCHEDULE IS FOR REFERENCE ONLY. THE CONTRACTOR SHALL ADJUST EMITTER SIZE AND NUMBER OF EMITTERS BASED ON THE NEEDS OF INDIVIDUAL PLANTS OR PLANT HYDROZONES.
2. ALL PLANT MATERIAL SHALL BE IRRIGATED W/ RAIN BIRD XBT SERIES THREADED RISER MULTI-PORT EMITTERS.
3. 1/4" DISTRIBUTION TUBING NOT TO EXCEED 8' IN LENGTH.
4. RAIN BIRD DBC-025 DIFFUSER BUG CAP ON ALL 1/4" DISTRIBUTION TUBING.



KEY MAP NTS

NORTH

0 10 20 40

SCALE: 1"=20'

L-11 IRRIGATION PLAN

LPR2002-001

NORRIS DESIGN
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www.norris-design.com

REGISTERED LANDSCAPE ARCHITECT 50617 JASON ROBERT KUKLINSKI Date Signed 04/08/20 ARIZONA, USA EXPIRES 3/31/22

MARUM & ASSOCIATES ENGINEERING, LLC
2730 E. BROADWAY BLVD., STE. 250
TUCSON ARIZONA 85716 (520) 448-4440

PROJECT NO: LPR2002-001 | DSGN: AW,MS,TP | DRWN: AW,MS,TP | APPV: JO | DATE: 4/7

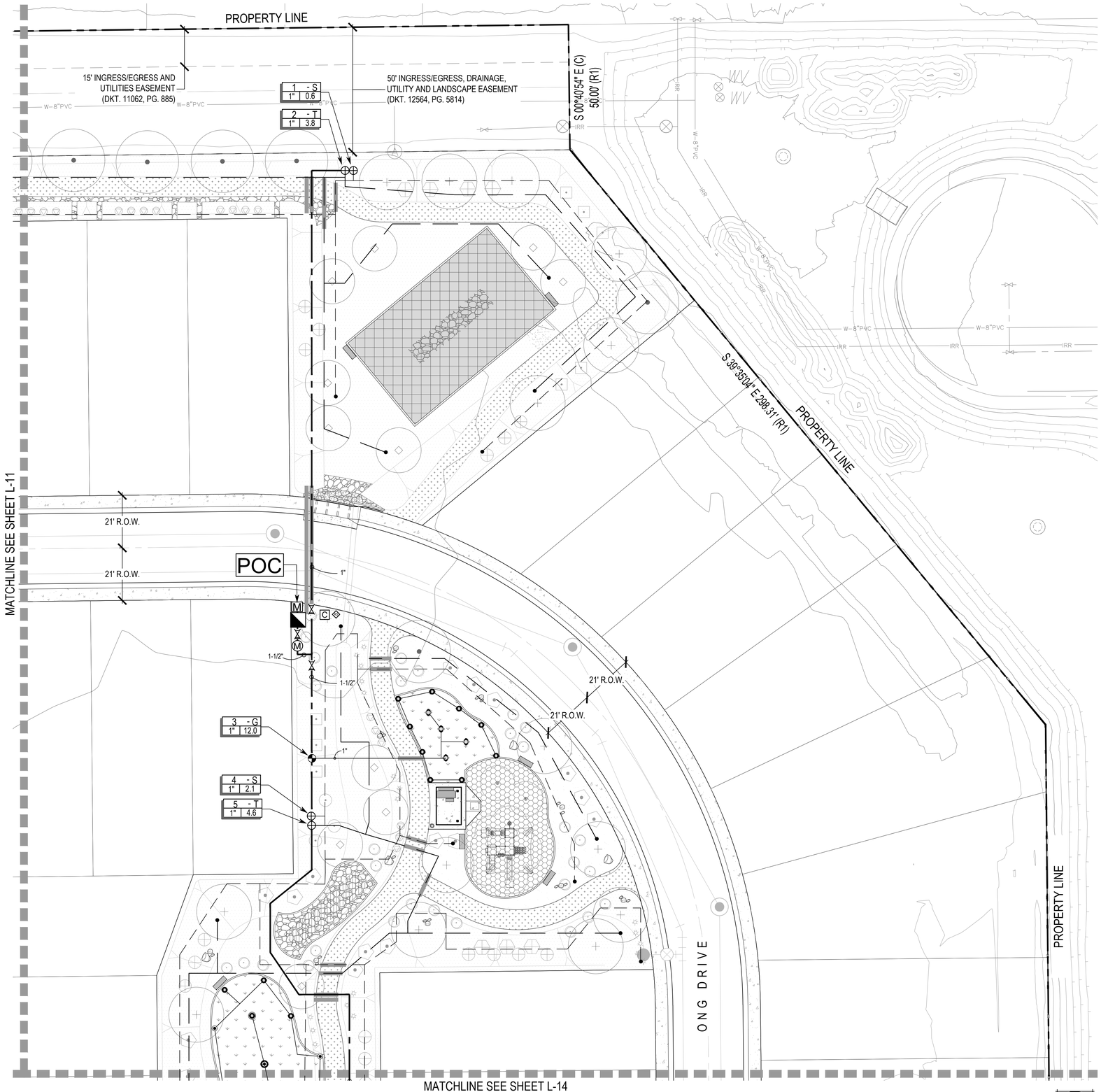
LANDSCAPE PLAN FOR SC RANCH

LOTS 1-54 AND COMMON AREAS "A" (RECREATION) AND "B" (DRAINAGE AND LANDSCAPE)

BEING A PORTION OF THE SW¼ OF THE SW¼ OF SECTION 28, T11S, R11E, GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

REFERENCE: PCZ-02065, PCM1904-001, PVR2002-001

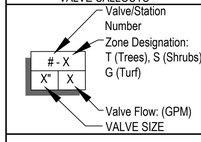
SHT: 12 OF 20



IRRIGATION SCHEDULE

SYMBOL	DESCRIPTION	MFR	MODEL NO.	COMMENTS	DETAIL
POC	IRRIGATION POINT OF CONNECTION	NA	CONNECT TO EXISTING 1" DEDICATED IRRIGATION METER (BY OTHERS)	COORDINATE LOCATION WITH OWNER'S REPRESENTATIVE	
M	IRRIGATION METER	NA	1" DEDICATED IRRIGATION METER (BY OTHERS)	SEE CIVIL AND UTILITY PLANS	
	BACKFLOW PREVENTER	FEBCO	1" 825YA REDUCED PRESSURE BACKFLOW PREVENTER	IN GUARDSHACK ENCLOSURE	L-18 / D1
NOT SHOWN	BACKFLOW ENCLOSURE	GUARD SHACK	LIFTOFF ENCLOSURE (GS-1) 10"WX24"HX22"L WITH FROST BLANKET	COLOR: TAN FROST BLANKET: (FS-1)	L-18 / D2
C	IRRIGATION CONTROLLER	HUNTER	CONTROLLER (I-CORE) EXPANSION MODULE (ICM-600) PEDESTAL MOUNT (ACC-PED)	METAL CABINET ROAM-XL REMOTE 11 VALVES	L-18 / D3
	SENSOR	HUNTER	WIRELESS RAIN SENSOR (WSS-SEN)	POLE MOUNT	L-18 / D4
	GATE VALVE	MATCO	CARSON ROUND VALVE BOX (910) BRASS GATE VALVE (500)	SIZE PER LINE SIZE. THREADED ENDS	L-19 / D1
	QUICK COUPLER	HUNTER	CARSON ROUND VALVE BOX (910) 1" COUPLER (HQ-44LRC) LOCKING COVER	PROVIDE KEY AND HOSE SWIVEL	L-18 / D8
M	MASTER VALVE & FLOW METER	HUNTER & CREATIVE SENSOR	(2) CARSON VALVE BOX (1220) 1" BRASS BALL VALVE 1" MASTER VALVE (ICV-101G) 1" PVC FLOW SENSOR (FSI-T10)	MIN. 0.86 GPM - MAX. 50.0 GPM FLOW	L-18 / D7
	VALVE ASSEMBLY TURF	HUNTER	CARSON JUMBO VALVE BOX (1220) 1" SCH. 80 PVC BALL VALVE 1" CONTROL VALVE (ICV-101G)		L-19 / D2
	VALVE ASSEMBLY DRIP	HUNTER	CARSON JUMBO VALVE BOX (1220) 1" SCH. 80 PVC BALL VALVE 1" IRRIGATION CONTROL ZONE KIT (ICZ-101-LF)		L-19 / D3
R-14 R-VAN 1318 R-1318 R-VAN 1724 R-1724	TURF ROTARY	RAIN BIRD	R-VAN 1804-SAM-P45-NP TURF ROTARY 8`-24` 45°-270° AND 360° HAND ADJUSTABLE MULTI-STREAM ROTARY /1800 TURF SPRAY BODY ON 4.0" POP-UP. CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	.6" MATCHED PRECIPITATION RATE @ 45 PSI	L-19 / D4
	PVC SLEEVING	NA	SCH. 40 PVC	SEE IRRIGATION NOTES FOR SIZING INFO	L-18 / D5
	PVC MAINLINE	NA	1-1/2" SCH. 40 PVC ALL MAINLINE TO HAVE TRACER WIRE AND TAPE	UNLESS OTHERWISE NOTED ON PLAN	L-18 / D6
TREE SHRUB TURF	PVC LATERALS	NA	3/4" SCH 40 PVC PIPE	UNLESS OTHERWISE NOTED ON PLAN	L-18 / D6
	END CAP	NA	CARSON ROUND VALVE BOX (910). HOSE END FLUSH CAP		L-19 / D8

VALVE CALLOUTS

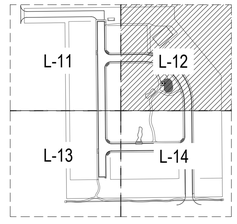


EMITTER SCHEDULE

PLANT TYPE	EMITTER	OUTLET
ACCENTS	Rain Bird XBT-10-6	1-1 GPH Outlet
GROUNDCOVER	Rain Bird XBT-10-6	1-1 GPH Outlet
SHRUBS	Rain Bird XBT-10-6	2-1 GPH Outlets
TREES	Rain Bird XBT-20-6	6-2 GPH Outlets

NOTES

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2. ALL PLANT MATERIAL SHALL BE IRRIGATED W/ RAIN BIRD XBT SERIES THREADED RISER MULTI-PORT EMITTERS.
3. 1/4" DISTRIBUTION TUBING NOT TO EXCEED 8' IN LENGTH.
4. RAIN BIRD DBC-025 DIFFUSER BUG CAP ON ALL 1/4" DISTRIBUTION TUBING.



KEY MAP NTS

SCALE: 1"=20'

L-12 IRRIGATION PLAN

LPR2002-001

NORRIS DESIGN
Planning | Landscape Architecture | Branding
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www.norris-design.com

REGISTERED LANDSCAPE ARCHITECT 50617 JASON ROBERT KUKLINSKI Date Signed 08/31/20 ARIZONA, U.S.A. EXPIRES 3/31/22

MARUM & ASSOCIATES ENGINEERING, LLC
2730 E. BROADWAY BLVD., STE. 250
TUCSON ARIZONA 85716 (520) 448-4440

PROJECT NO: LPR2002-001 | DSGN: AW,MS,TP | DRWN: AW,MS,TP | APPV: JO | DATE: 4/7

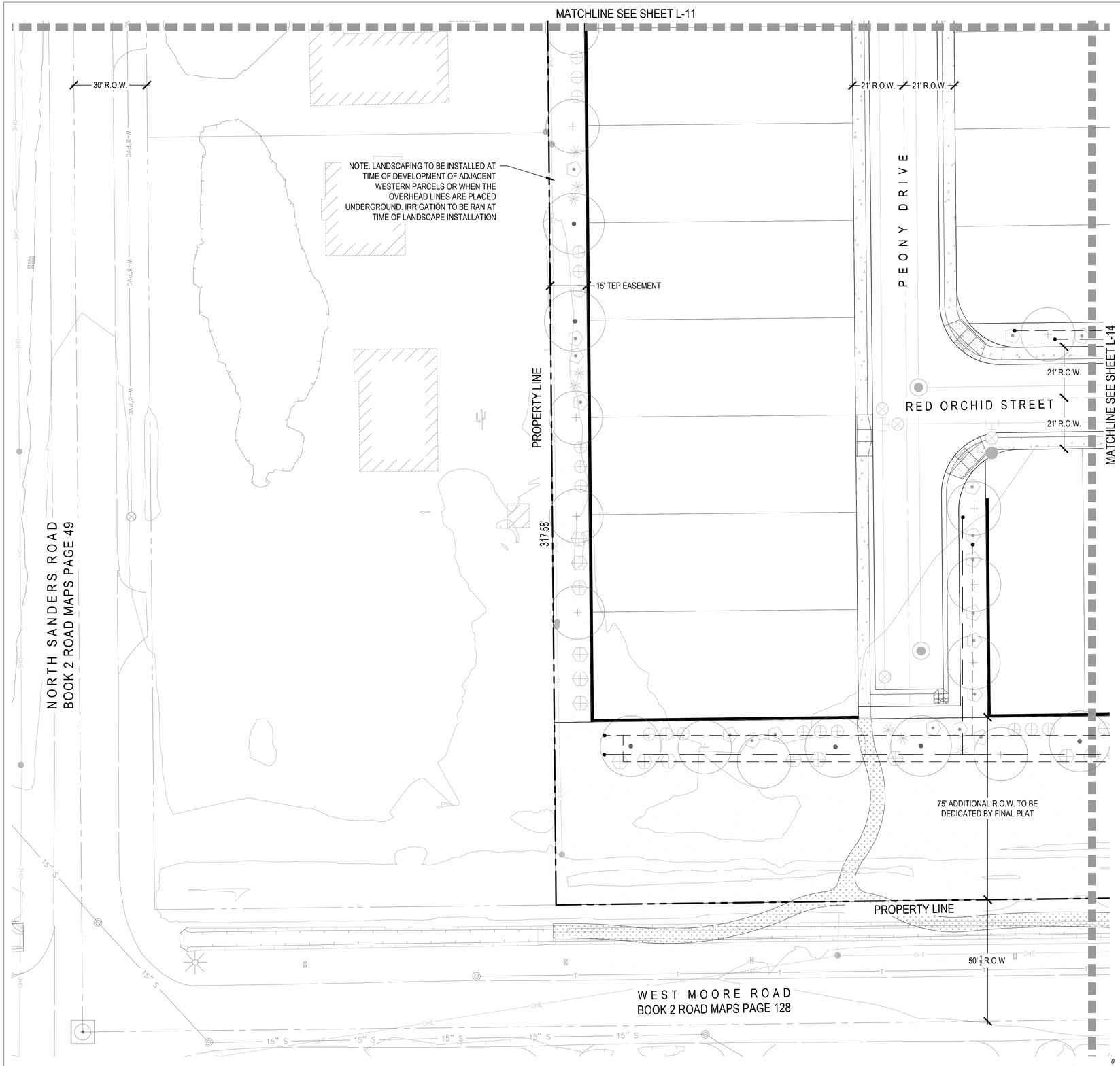
LANDSCAPE PLAN FOR SC RANCH

LOTS 1-54 AND COMMON AREAS "A" (RECREATION) AND "B" (DRAINAGE AND LANDSCAPE)

BEING A PORTION OF THE SW ¼ OF THE SW ¼ OF SECTION 28, T11S, R11E, GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

REFERENCE: PCZ-02065, PCM1904-001, PVR2002-001

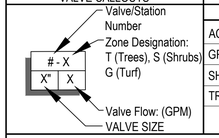
SHT. 13 OF 20



IRRIGATION SCHEDULE

SYMBOL	DESCRIPTION	MFR	MODEL NO.	COMMENTS	DETAIL
POC	IRRIGATION POINT OF CONNECTION	NA	CONNECT TO EXISTING 1" DEDICATED IRRIGATION METER (BY OTHERS)	COORDINATE LOCATION WITH OWNER'S REPRESENTATIVE	
M	IRRIGATION METER	NA	1" DEDICATED IRRIGATION METER (BY OTHERS)	SEE CIVIL AND UTILITY PLANS	
	BACKFLOW PREVENTER	FEBCO	1" 825YA REDUCED PRESSURE BACKFLOW PREVENTER	IN GUARDSHACK ENCLOSURE	L-18 / D1
NOT SHOWN	BACKFLOW ENCLOSURE	GUARD SHACK	LIFTOFF ENCLOSURE (GS-1) 10"WX24"HX22"L WITH FROST BLANKET	COLOR: TAN FROST BLANKET: (FS-1)	L-18 / D2
C	IRRIGATION CONTROLLER	HUNTER	CONTROLLER (I-CORE) EXPANSION MODULE (ICM-600) PEDESTAL MOUNT (ACC-PED)	METAL CABINET ROAM-XL REMOTE 11 VALVES	L-18 / D3
	SENSOR	HUNTER	WIRELESS RAIN SENSOR (WSS-SEN)	POLE MOUNT	L-18 / D4
	GATE VALVE	MATCO	CARSON ROUND VALVE BOX (910) BRASS GATE VALVE (500)	SIZE PER LINE SIZE. THREADED ENDS	L-19 / D1
	QUICK COUPLER	HUNTER	CARSON ROUND VALVE BOX (910) 1" COUPLER (HQ-44LRC) LOCKING COVER	PROVIDE KEY AND HOSE SWIVEL	L-18 / D8
M	MASTER VALVE & FLOW METER	HUNTER & CREATIVE SENSOR	(2) CARSON VALVE BOX (1220) 1" BRASS BALL VALVE 1" MASTER VALVE (ICV-101G) 1" PVC FLOW SENSOR (FSI-T10)	MIN. 0.86 GPM - MAX. 50.0 GPM FLOW	L-18 / D7
	VALVE ASSEMBLY TURF	HUNTER	CARSON JUMBO VALVE BOX (1220) 1" SCH. 80 PVC BALL VALVE 1" CONTROL VALVE (ICV-101G)		L-19 / D2
	VALVE ASSEMBLY DRIP	HUNTER	CARSON JUMBO VALVE BOX (1220) 1" SCH. 80 PVC BALL VALVE 1" IRRIGATION CONTROL ZONE KIT (ICZ-101-LF)		L-19 / D3
R-14 R-VAN 1318 R-1318 R-VAN 1724 R-1724	TURF ROTARY	RAIN BIRD	R-VAN 1804-SAM-P45-NP TURF ROTARY 8`-24` 45°-270° AND 360° HAND ADJUSTABLE MULTI-STREAM ROTARY /1800 TURF SPRAY BODY ON 4.0" POP-UP. CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	.6" MATCHED PRECIPITATION RATE @ 45 PSI	L-19 / D4
	PVC SLEEVING	NA	SCH. 40 PVC	SEE IRRIGATION NOTES FOR SIZING INFO	L-18 / D5
	PVC MAINLINE	NA	1-1/2" SCH. 40 PVC ALL MAINLINE TO HAVE TRACER WIRE AND TAPE	UNLESS OTHERWISE NOTED ON PLAN	L-18 / D6
TREE SHRUB TURF	PVC LATERALS	NA	3/4" SCH 40 PVC PIPE	UNLESS OTHERWISE NOTED ON PLAN	L-18 / D6
	END CAP	NA	CARSON ROUND VALVE BOX (910). HOSE END FLUSH CAP		L-19 / D8

VALVE CALLOUTS

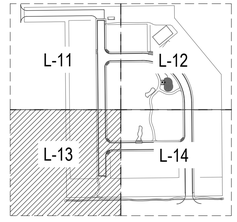


EMITTER SCHEDULE

PLANT TYPE	EMITTER	OUTLET
ACCENTS	Rain Bird XBT-10-6	1-1 GPH Outlet
GROUNDCOVER	Rain Bird XBT-10-6	1-1 GPH Outlet
SHRUBS	Rain Bird XBT-10-6	2-1 GPH Outlets
TREES	Rain Bird XBT-20-6	6-2 GPH Outlets

NOTES

1. EMITTER SCHEDULE IS FOR REFERENCE ONLY. THE CONTRACTOR SHALL ADJUST EMITTER SIZE AND NUMBER OF EMITTERS BASED ON THE NEEDS OF INDIVIDUAL PLANTS OR PLANT HYDROZONES.
2. ALL PLANT MATERIAL SHALL BE IRRIGATED W/ RAIN BIRD XBT SERIES THREADED RISER MULTI-PORT EMITTERS.
3. 1/4" DISTRIBUTION TUBING NOT TO EXCEED 8' IN LENGTH.
4. RAIN BIRD DBC-025 DIFFUSER BUG CAP ON ALL 1/4" DISTRIBUTION TUBING.



KEY MAP NTS

L-13 IRRIGATION PLAN

LPR2002-001

NORRIS DESIGN
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REGISTERED LANDSCAPE ARCHITECT 50617 JASON ROBERT KUKLINSKI 04th STATE OF ARIZONA USA EXPIRES 3/31/22

MARUM & ASSOCIATES ENGINEERING, LLC
2730 E. BROADWAY BLVD., STE. 250
TUCSON ARIZONA 85716 (520) 448-4440

PROJECT NO: LPR2002-001 | DSGN: AW,MS,TP | DRWN: AW,MS,TP | APPV: JO | DATE: 4/7

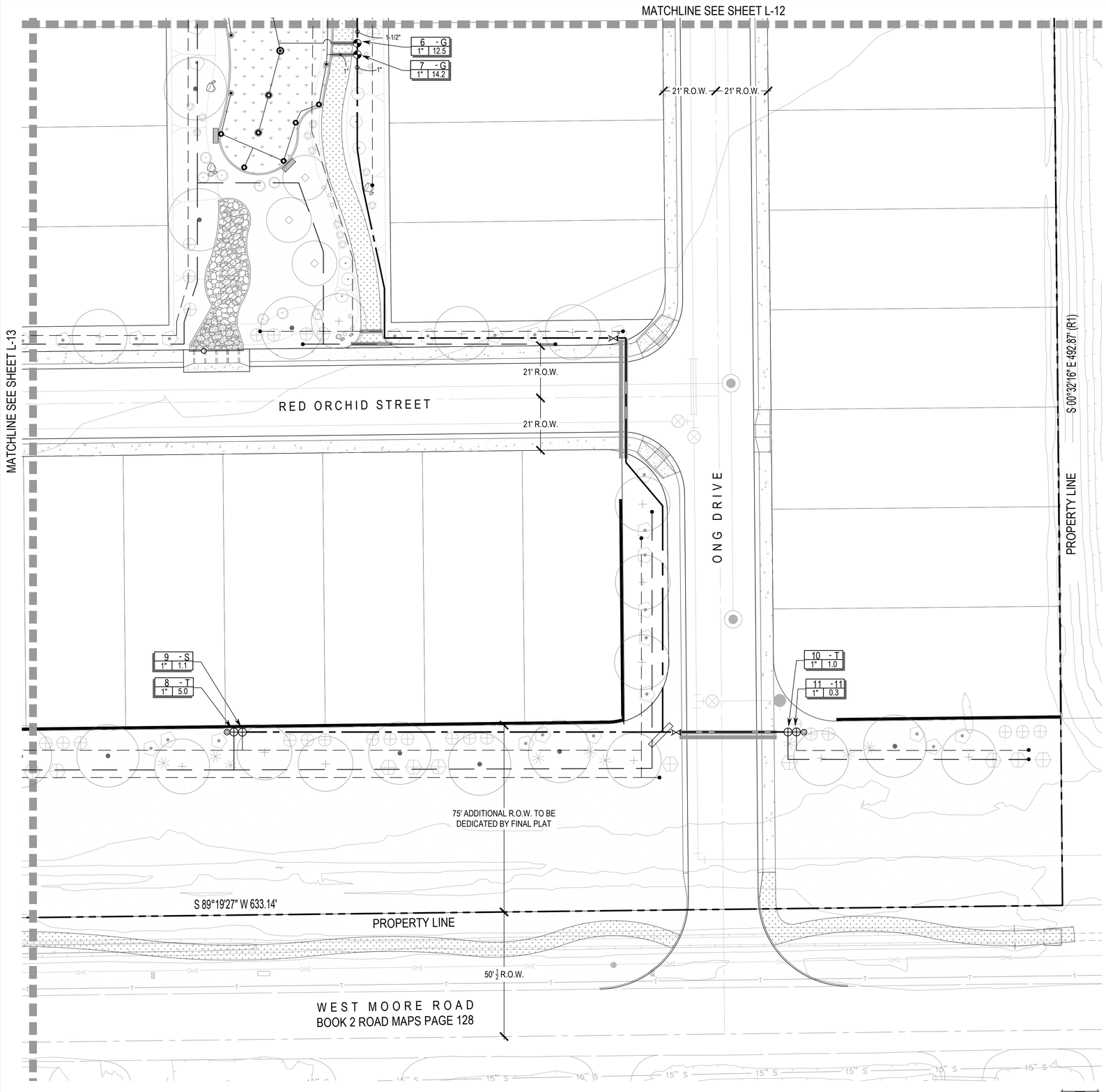
LANDSCAPE PLAN FOR SC RANCH

LOTS 1-54 AND COMMON AREAS "A" (RECREATION) AND "B" (DRAINAGE AND LANDSCAPE)

BEING A PORTION OF THE SW ¼ OF THE SW ¼ OF SECTION 28, T11S, R11E, GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

REFERENCE: PCZ-02065, PCM1904-001, PVR2002-001

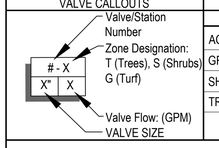
SHT. 14 OF 20



IRRIGATION SCHEDULE

SYMBOL	DESCRIPTION	MFR	MODEL NO.	COMMENTS	DETAIL
POC	IRRIGATION POINT OF CONNECTION	NA	CONNECT TO EXISTING 1" DEDICATED IRRIGATION METER (BY OTHERS)	COORDINATE LOCATION WITH OWNER'S REPRESENTATIVE	
M	IRRIGATION METER	NA	1" DEDICATED IRRIGATION METER (BY OTHERS)	SEE CIVIL AND UTILITY PLANS	
	BACKFLOW PREVENTER	FEBCO	1" 825YA REDUCED PRESSURE BACKFLOW PREVENTER	IN GUARDSHACK ENCLOSURE	L-18 / D1
NOT SHOWN	BACKFLOW ENCLOSURE	GUARD SHACK	LIFTOFF ENCLOSURE (GS-1) 10"WX24"HX22"L WITH FROST BLANKET	COLOR: TAN FROST BLANKET: (FS-1)	L-18 / D2
C	IRRIGATION CONTROLLER	HUNTER	CONTROLLER (I-CORE) EXPANSION MODULE (ICM-600) PEDESTAL MOUNT (ACC-PED)	METAL CABINET ROAM-XL REMOTE 11 VALVES	L-18 / D3
	SENSOR	HUNTER	WIRELESS RAIN SENSOR (WSS-SEN)	POLE MOUNT	L-18 / D4
	GATE VALVE	MATCO	CARSON ROUND VALVE BOX (910) BRASS GATE VALVE (500)	SIZE PER LINE SIZE. THREADED ENDS	L-19 / D1
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	VALVE ASSEMBLY TURF	HUNTER	CARSON JUMBO VALVE BOX (1220) 1" SCH. 80 PVC BALL VALVE 1" CONTROL VALVE (ICV-101G)		L-19 / D2
	VALVE ASSEMBLY DRIP	HUNTER	CARSON JUMBO VALVE BOX (1220) 1" SCH. 80 PVC BALL VALVE 1" IRRIGATION CONTROL ZONE KIT (ICZ-101-LF)		L-19 / D3
R-14 R-VAN 1318 R-1318 R-VAN 1724 R-1724	TURF ROTARY	RAIN BIRD	R-VAN 1804-SAM-P45-NP TURF ROTARY 8`-24` 45°-270° AND 360° HAND ADJUSTABLE MULTI-STREAM ROTARY /1800 TURF SPRAY BODY ON 4.0" POP-UP. CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	.6" MATCHED PRECIPITATION RATE @ 45 PSI	L-19 / D4
	PVC SLEEVING	NA	SCH. 40 PVC	SEE IRRIGATION NOTES FOR SIZING INFO	L-18 / D5
	PVC MAINLINE	NA	1-1/2" SCH. 40 PVC ALL MAINLINE TO HAVE TRACER WIRE AND TAPE	UNLESS OTHERWISE NOTED ON PLAN	L-18 / D6
TREE SHRUB TURF	PVC LATERALS	NA	3/4" SCH 40 PVC PIPE	UNLESS OTHERWISE NOTED ON PLAN	L-18 / D6
	END CAP	NA	CARSON ROUND VALVE BOX (910). HOSE END FLUSH CAP		L-19 / D8

VALVE CALLOUTS

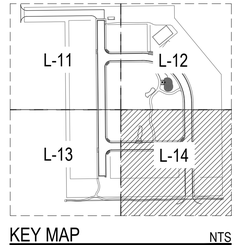


EMITTER SCHEDULE

PLANT TYPE	EMITTER	OUTLET
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GROUNDCOVER	Rain Bird XBT-10-6	1-1 GPH Outlet
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NOTES

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3. 1/4" DISTRIBUTION TUBING NOT TO EXCEED 8' IN LENGTH.
4. RAIN BIRD DBC-025 DIFFUSER BUG CAP ON ALL 1/4" DISTRIBUTION TUBING.



KEY MAP NTS

SCALE: 1"=20'

L-14 IRRIGATION PLAN

LPR2002-001

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www.norris-design.com

REGISTERED LANDSCAPE ARCHITECT
50617
JASON ROBERT KUKLINSKI
Date Signed 03/31/22
ARIZONA, USA
EXPIRES 3/31/23

MARUM & ASSOCIATES ENGINEERING, LLC
2730 E. BROADWAY BLVD., STE. 250
TUCSON ARIZONA 85716 (520) 448-4440

PROJECT NO: LPR2002-001 | DSGN: AW,MS,TP | DRWN: AW,MS,TP | APPV: JO | DATE: 4/7

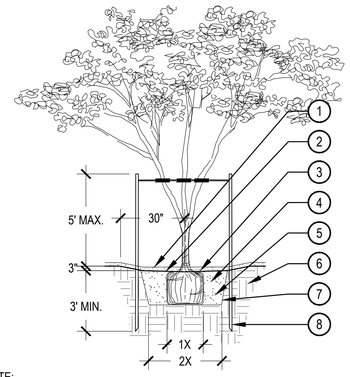
LANDSCAPE PLAN FOR SC RANCH

LOTS 1-54 AND COMMON AREAS "A" (RECREATION) AND "B" (DRAINAGE AND LANDSCAPE)

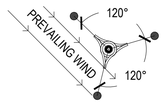
BEING A PORTION OF THE SW ¼ OF THE SW ¼ OF SECTION 28, T11S, R11E, GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

REFERENCE: PCZ-02065, PCM1904-001, PVR2002-001

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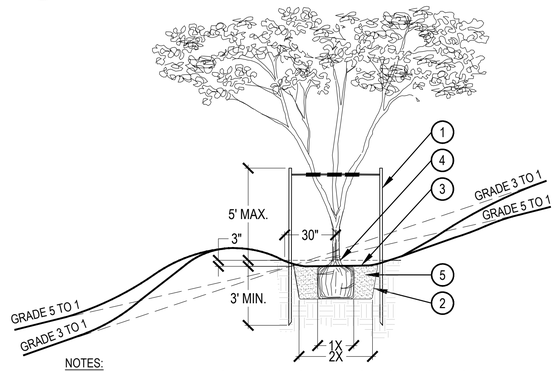
1. TOP OF D.G.
2. FINISH GRADE
3. 3" DEEP TREE WELL, BLEND TO FINAL GRADE
4. BACKFILL WITH NATIVE SOIL AND WATER SETTLE.
5. HOLE SIZE: 2X WIDTH OF ROOTBALL.
6. LOOSEN SOIL 3X WIDTH OF ROOTBALL.
7. SIDES OF PLANT PIT SHALL BE SCARIFIED AND SLOPING
8. 2" DIA. PRESSURE TREATED 8'-0" LODGEPOLE PINE TREE STAKES. (SEE NOTE 2)



NOTE:
1. SET TOP OF ROOTBALL 4" BELOW TOP OF TREE WELL. ORGANIC MULCH AS REQUIRED.
2. DRIVE TREE STAKES 3' MIN. INTO GROUND TO FIRM BEARING, TAKE CARE NOT TO DAMAGE ROOTBALL. SAW STAKES ABOVE TIE TO PREVENT ABRASION TO OTHER BRANCHES.
3. INSTALL BERM ON DOWNSIDE OF SLOPES FOR TREES ON GRADE OF 5:1 OR GREATER.

1 MULTI-TRUNK TREE PLANTING

SCALE: NTS

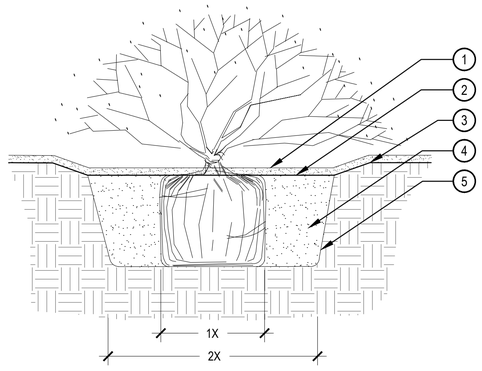


1. 2" DIA. PRESSURE TREATED 8'-0" LODGEPOLE PINE. SEE NOTE 3.
2. SIDES OF PLANT PIT SHALL BE SCARIFIED AND SLOPING.
3. 3" DEEP TREE WELL, BLEND TO FINISH GRADE.
4. FINISH GRADE
5. HOLE SIZE: 2X WIDTH OF ROOTBALL. LOOSEN SOIL 3X WIDTH OF ROOTBALL. WATER SETTLE. BACKFILL HOLE - SEE NOTE 4.

NOTES:
1. INSTALL BERM ON DOWNSIDE OF SLOPES FOR TREES ON GRADE OF 5:1 OR GREATER.
2. SET TOP OF ROOTBALL 4" BELOW TOP OF TREE WELL. ORGANIC MULCH AS REQUIRED.
3. DRIVE TREE STAKES 3' MIN. INTO GROUND TO FIRM BEARING, TAKE CARE NOT TO DAMAGE ROOTBALL. SAW STAKES ABOVE TIE TO PREVENT ABRASION TO OTHER BRANCHES. SEE MULTI-TRUNK TREE STAKING DETAIL.
4. INSTALL BERM ON DOWNSIDE OF SLOPES FOR TREES ON GRADE OF 5:1 OR GREATER.

2 TREE PLANTING ON SLOPE

SCALE: NTS

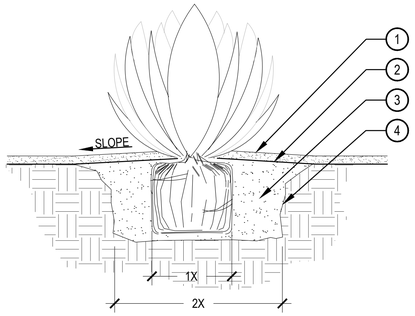


1. TOP OF DECOMPOSED GRANITE
2. FINISH GRADE
3. 3" DEEP WELL, BLEND TO FINISHED GRADE.
4. BACKFILL NATIVE SOIL, THOROUGHLY INCORPORATE 0.25 LBS. OF SOIL SULFUR INTO BACKFILL. WATER SETTLE AND TAMP BACKFILL BELOW ROOT SYSTEM.
5. SIDES OF PLANT PIT SHALL BE SCARIFIED AND SLOPING

NOTE:
1. DO NOT DAMAGE THE SHRUB OR ROOT- BALL WHEN REMOVING IT FROM ITS CONTAINER.
2. BROKEN OR CRUMBLING ROOT BALLS WILL BE REJECTED.
3. PRUNE ALL DEAD OR DAMAGED WOOD PRIOR TO PLANTING.

3 SHRUB / GROUNDCOVER PLANTING

SCALE: NTS

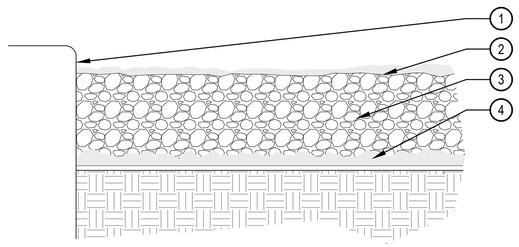


1. TOP OF D.G.
2. FINISH GRADE
3. BACKFILL NATIVE SOIL, THOROUGHLY INCORPORATE 0.25 LBS. OF SOIL SULFUR INTO BACKFILL. WATER, SETTLE AND TAMP BACKFILL BELOW ROOT SYSTEM.
4. SIDES OF PLANT PIT SHALL BE SCARIFIED AND SLOPING

NOTE:
1. DO NOT CREATE BASIN AT BASE OF ACCENT.
2. SLOPE BACKFILL AWAY FROM PLANT.
3. USE DRY SITE SOIL ONLY IN PIT -- NO MULCH.

4 ACCENT / CACTI PLANTING

SCALE: NTS

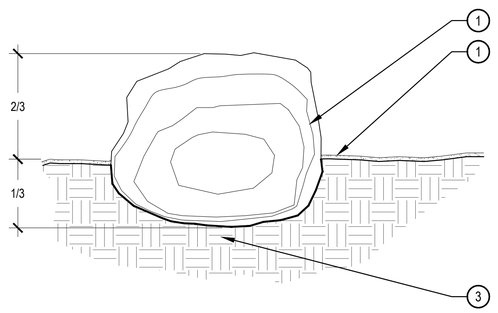


1. MIN. 1" REVEAL ON ALL PAVED SURFACES - GRADE FOR MATERIAL DEPTH AND REVEAL
2. FINAL APPLICATION OF PRE-EMERGENT HERBICIDE.
3. DECOMPOSED GRANITE / DECORATIVE ROCK PER SCHEDULE
4. APPLY PRE-EMERGENT HERBICIDE TO SUBGRADE

NOTE:
1. APPLY PRE-EMERGENT HERBICIDE PER LABEL DIRECTIONS AND RATE

5 INERT GROUND COVER

SCALE: 1/2" = 1'-0"

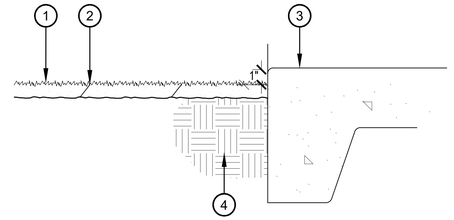


1. BOULDER - REFER TO LANDSCAPE SCHEDULE FOR SIZE AND TYPE
2. FINISH GRADE
3. COMPACTED SUBGRADE TO 95% STANDARD PROCTOR DENSITY

NOTE:
1. PLACE BOULDER INTO GROUND SO THAT 1/3 OF THE BOULDER IS BELOW FINISH GRADE.
2. DO NOT PLACE BOULDER DIRECTLY ONTO GRADE LEVEL, NOR SHOULD TOPSOIL OR ROCK MULCH BE ADDED TO BASE OF BOULDER TO ACHIEVE SETTING DEPTH.
3. WATER SETTLE AND COMPACT BACKFILL.

6 BOULDER PLACEMENT

SCALE: NTS



1. SOD PER SCHEDULE
2. TIGHT BUTTED JOINTS
3. HEADER OR SIDEWALK
4. 12" DEPTH AMENDED SOIL

7 SOD INSTALLATION

SCALE: NTS

L-15 LANDSCAPE DETAILS

LPR2002-001

50617 JASON ROBERT KUKLINSKI — Date Signed (MM/DD/YY) — ARIZONA, USA — EXPIRES 3/31/22

MARUM & ASSOCIATES ENGINEERING, LLC
2730 E. BROADWAY BLVD., STE. 250
TUCSON ARIZONA 85716 (520) 448-4440

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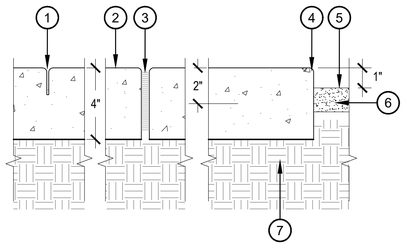
LANDSCAPE PLAN
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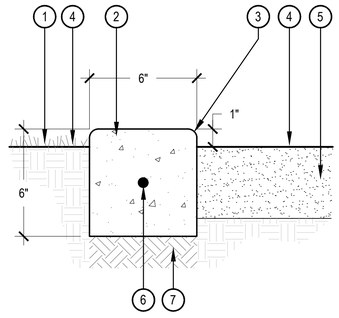


1. SCORE JOINT, RADIUS TO MATCH EXISTING SPACE EQUAL TO WIDTH OF WALK UNLESS NOTED OTHERWISE. DEPTH TO 1/3" CONCRETE THICKNESS MIN
2. CONCRETE PAVING. REFER TO SURFACING SCHEDULE FOR COLOR AND FINISH.
3. FIBER EXPANSION JOINT WITH TRAFFIC SEALANT
4. 1/4" RADIUS TOOL EDGE
5. FINISH GRADE
6. INERT GROUNDCOVER REFER TO SURFACING SCHEDULE.
7. SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY

NOTE:
1. C.I.P. CONCRETE PER PLANS AND SPECS. CONTROL JOINTS AS SHOWN ON PLANS WITH EXPANSION JOINTS @ 24' O.C. MAX. OR WHERE NOTED.
2. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2,500 PSI. AT 28 DAYS.

1 CONCRETE PAVING

SCALE: 3" = 1'-0"

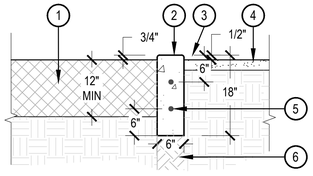


1. SOD REFER TO DETAIL 7/L-15
2. CAST IN PLACE CONCRETE. COLOR: NATURAL GREY FINISH: FINE BROOM
3. 1/2" TOOLED RADIUS ON ALL EXPOSED EDGES
4. FINISHED GRADE
5. INERT GROUNDCOVER PER PLAN AND SURFACING SCHEDULE.
6. #4 REBAR CONTINUOUS, CENTERED IN HEADER. 2 1/2" MINIMUM BURY DEPTH.
7. SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY

NOTE:
1. PROVIDE CONTINUOUS, TOOLED CONTROL JOINTS ON ALL EXPOSED SIDES OF CONCRETE HEADER. JOINTS SHALL BE 10' ON CENTER ALONG THE LENGTH OF THE RISER.
2. CONCRETE HEADER SHALL BE INSTALLED SO HORIZONTAL LAYOUT IS SMOOTH AND FREE-FLOWING AS SHOWN ON PLANS.
3. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS.

2 CONCRETE HEADER

SCALE: 3" = 1'-0"

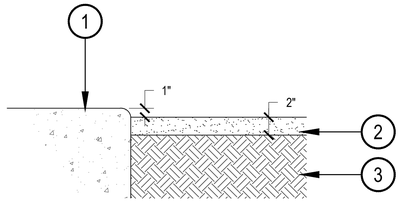


1. SURFACING - SEE SURFACING SCHEDULE
2. CONCRETE HEADER ADJACENT TO SAFETY SURFACES COLOR: NATURAL GREY
3. 1/2" RADIUS BOTH SIDES OF CURB, CONTINUOUS
4. INERT GOUNDCOVER REFER TO HARDSCAPE PLAN AND SURFACING SCHEDULE
5. 2-#4 REBAR CENTERED IN CURB CONTINUOUS, BURY DEPTH 6" FROM TOP AND BOTTOM OF CURB
6. COMPACT SUBGRADE TO 95% STANDARD PROCTOR DENSITY

NOTES:
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2. CONCRETE HEADER SHALL BE INSTALLED SO HORIZONTAL LAYOUT IS SMOOTH AND FREE-FLOWING AS SHOWN ON PLANS.
3. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS.
4. PLAYGROUND SHALL BE AS LEVEL AS POSSIBLE, NO MORE THAN 1-2% SLOPE.

3 18" DEPTH HEADER CURB

SCALE: 3/4" = 1'-0"

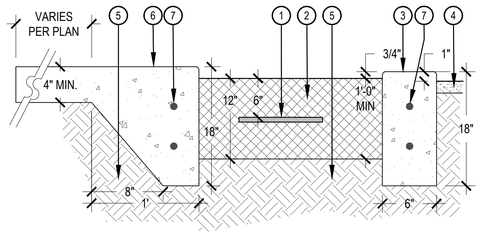


1. ADJACENT SURFACING PER HARDSCAPE PLAN AND SURFACING SCHEDULE
2. 2" THICK COMPACTED DECOMPOSED GRANITE PER SURFACING SCHEDULE
3. COMPACTED SUBGRADE, APPLY PRE-EMERGENT HERBICIDE PER MANUFACTURER'S RECOMMENDATIONS

NOTES:
1. ORGANIC STABILIZED GRANITE SHALL BE SCREENED TO 1/4" MINUS AND MIXED WITH ORGANIC AGGREGATE STABILIZER.
2. 95% COMPACTION, INSTALL IN 1" LIFTS
3. STABILIZED DECOMPOSED GRANITE TO BE RAKED SMOOTH.
4. PROVIDE FINAL APPLICATION OF WEED CONTROL UPON FINAL RAKING.
5. CONTRACTOR TO SUBMIT COLOR SAMPLE TO OWNER'S REPRESENTATIVE FOR APPROVAL.

4 STABILIZED DECOMPOSED GRANITE

SCALE: 1-1/2" = 1'-0"

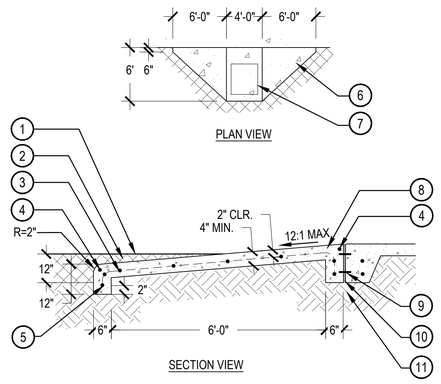


1. WEAR MATS
2. WOOD CHIP SURFACING PER HARDSCAPE PLAN AND SURFACING SCHEDULE
3. CONCRETE HEADER ADJACENT TO SAFETY SURFACES REFER TO DETAIL 3/L-16
4. GROUNDCOVER PER SCHEDULE
5. COMPACT SUBGRADE TO 95% STANDARD PROCTOR DENSITY
6. THICKENED EDGE CONCRETE SIDEWALK AND/OR SLAB ADJACENT TO SAFETY SURFACE
7. 2 #4 REBAR CONTINUOUS ALONG EDGE

NOTES:
1. WOOD CHIP SURFACING TO BE INSTALLED OVER ENTIRE PLAYGROUND AREA.
2. WEAR MATS TO BE INSTALLED UNDER ALL SWINGS AND SLIDE EXITS PER MANUFACTURER'S SPECIFICATIONS.
3. SEE SPECIFICATIONS FOR ADDITIONAL SAFETY SURFACING REQUIREMENTS.
4. IT IS RECOMMENDED THAT A N.P.S.I. CERTIFIED PLAYGROUND INSPECTOR PROVIDE A POST INSPECTION OF THE INSTALLATION OF ALL PLAY EQUIPMENT SPECIFIED HEREIN, INCLUDING WOOD CHIP SURFACING. CONTACT YOUR LOCAL REPRESENTATIVE FOR A LIST OF NATIONAL PLAYGROUND SAFETY INSTITUTE CERTIFIED INSPECTORS.
5. CONTRACTOR TO CONFIRM REQUIRED DEPTH OF WOOD CHIP SURFACING FOR EQUIPMENT INSTALLED WITH MANUFACTURER AND SHALL INCREASE DEPTH IF REQUIRED.
6. COMPRESSIVE STRENGTH OF CONCRETE PER PAG 2015 STANDARDS AND SPECIFICATIONS.

5 WOOD CHIP SURFACING AT PLAYGROUND

SCALE: 1/8" = 1'-0"

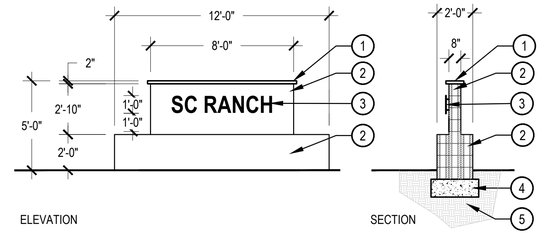


1. FINISHED GRADE OF SAFETY SURFACE
2. ENGINEERED WOOD FIBER SURFACING PER SCHEDULE
3. #3 REBAR @ 18" O.C. CONTINUOUS BOTH WAYS
4. (1) #3 HORIZONTAL REBAR CONTINUOUS AT NOSE
5. #3 HORIZONTAL REBAR, CONTINUOUS, TYP.
6. CURB RAMP
7. TACTILE WARNING DEVICE. PLACE GROOVES IN CONCRETE 2" APART, 1/4" WIDE, 1/8" DEEP. GROOVES MAY BE SAWCUT OR TOOLED
8. CONCRETE - SEE NOTE
9. EXPANSION JOINT, TYP.
10. (2) #4 DOWELS 16" O.C. ALONG EDGE TO CONNECT RAMP TO THICKENED EDGE OF ADJACENT CONCRETE
11. COMPACT SUBGRADE TO 95% OF STANDARD PROCTOR DENSITY

NOTE:
1. ALL CONCRETE SHALL HAVE A MIN. COMPRESSIVE STRENGTH OF 3,000 PSI. AT 28 DAYS.

6 ADA ACCESS RAMP AT PLAYGROUND

SCALE: NTS

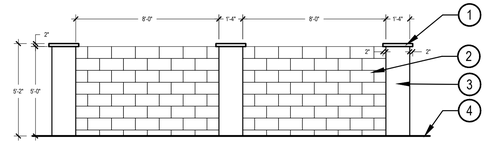


1. 2" THICK CAP TO MATCH WALL COLUMN CAP, CAP TO OVERHANG 2" ON ALL SIDES. REFER TO MATERIALS SCHEDULE FOR FINISH AND COLOR
2. SIGN FACE AND BASE TO BE CONSTRUCTED WITH CMU CORE AND STUCCO FINISH. REFER TO MATERIALS SCHEDULE FOR FINISH AND COLOR
3. 12" H PIN MOUNTED METAL LETTERS WITH WEATHERED STEEL FINISH, SINGLE SIDED. CENTER ON MASONRY
4. CONCRETE FOOTING PER STRUCTURAL ENGINEER
5. COMPACT SUBGRADE TO 95% STANDARD PROCTOR DENSITY

NOTES:
1. CONTRACTOR TO SUPPLY SHOP DRAWINGS FOR APPROVAL PRIOR TO CONSTRUCTION.
2. NORRIS DESIGN IS NOT RESPONSIBLE FOR STRUCTURAL DESIGN AND CALCULATIONS.
3. COMPRESSIVE STRENGTH OF CONCRETE PER STRUCTURAL ENGINEER'S SPECIFICATIONS.
4. A SEPARATE BUILDING PERMIT IS REQUIRED FOR SIGN.

7 SUBDIVISION ENTRY SIGN

SCALE: 1/4" = 1'-0"



1. 20" SQ. COLUMN CAP, 2" THICK. REFER TO THE MATERIALS SCHEDULE FOR COLOR AND TYPE
2. 60"H FENCE BLOCK WALL. REFER TO MATERIALS SCHEDULE FOR COLOR AND TYPE
3. 16" SQ. x 60"H BLOCK COLUMN. REFER TO MATERIALS SCHEDULE FOR COLOR AND TYPE
4. FINISHED GRADE

NOTES:
1. CONTRACTOR TO SUPPLY SHOP DRAWINGS FOR APPROVAL PRIOR TO CONSTRUCTION.
2. NORRIS DESIGN IS NOT RESPONSIBLE FOR STRUCTURAL DESIGN AND CALCULATIONS.
3. COMPRESSIVE STRENGTH OF CONCRETE PER STRUCTURAL ENGINEER'S SPECIFICATIONS.
4. PLACE CONTROL JOINT EVERY 20'

8 MASONRY WALL

SCALE: 1/4" = 1'-0"

L-16 HARDSCAPE DETAILS

LPR2002-001

50617
JASON ROBERT KUKLINSKI
Date Signed 06/08
ARIZONA, USA
EXPIRES 3/31/22

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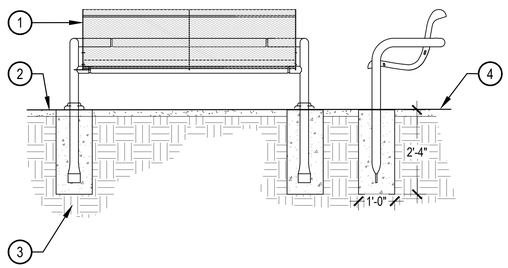
PROJECT NO: LPR2002-001 | DSGN: AW,MS,TP | DRWN: AW,MS,TP | APPV: JO | DATE: 4/7

LANDSCAPE PLAN
FOR
SC RANCH
LOTS 1-54 AND
COMMON AREAS "A" (RECREATION) AND "B" (DRAINAGE AND LANDSCAPE)

BEING A PORTION OF THE SW 1/4 OF THE SW 1/4 OF SECTION 28, T11S, R11E, GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

REFERENCE: PCZ-02065, PCM1904-001, PVR2002-001

SHT. 17 OF 20

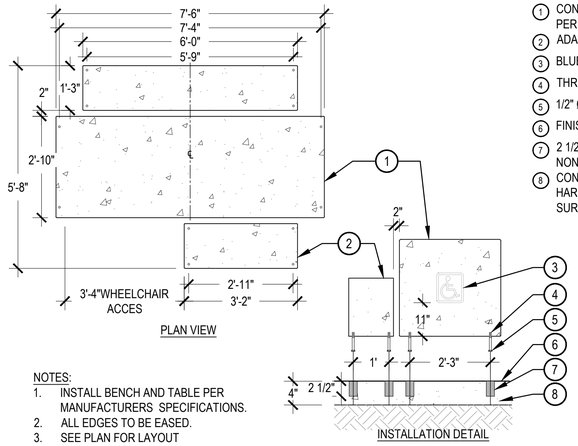


1. BACKED BENCH PER SITE AMENITIES SCHEDULE
2. ADJACENT SURFACE PER SURFACING SCHEDULE
3. COMPACT SUBGRADE TO 95% STANDARD PROCTOR DENSITY
4. FINISH GRADE

NOTE:
1. GROUND MOUNT INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.

1 BENCH

SCALE: NTS

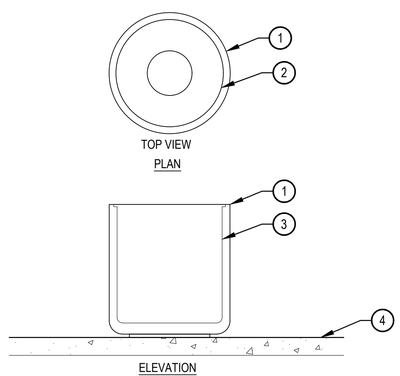


1. CONCRETE ADA PICNIC TABLE PER SITE AMENITY SCHEDULE
2. ADA ACCESSIBLE BENCH
3. BLUE AND WHITE ADA LOGO
4. THREADED INSERTS FOR BOLTS
5. 1/2" Ø X 4 1/2" LENGTH BOLTS
6. FINISH GRADE
7. 2 1/2" DEEP CELL GROUTED WITH NON SHRINK GROUT
8. CONCRETE PAVING REFER TO HARDSCAPE PLAN AND SURFACING SCHEDULE

NOTES:
1. INSTALL BENCH AND TABLE PER MANUFACTURERS SPECIFICATIONS.
2. ALL EDGES TO BE EASED.
3. SEE PLAN FOR LAYOUT

2 ADA CONCRETE PICNIC TABLE

SCALE: 1/2" = 1'-0"

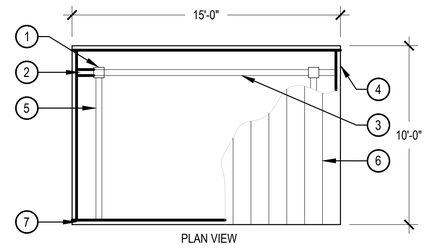


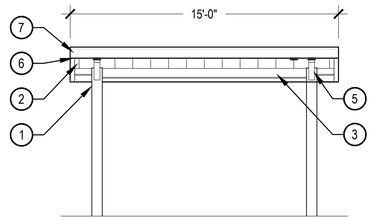
1. TRASH RECEPTACLE REFER TO SITE AMENITIES SCHEDULE
2. LID REFER TO MANUFACTURER'S RECOMMENDATIONS
3. POLY LINER REFER TO MANUFACTURER'S RECOMMENDATIONS
4. ADJACENT SURFACING PER HARDSCAPE PLAN AND SURFACING SCHEDULE

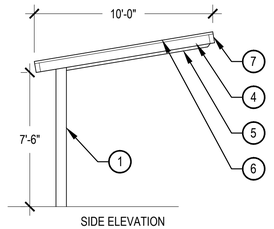
NOTE
1. SURFACE MOUNT PER MANUFACTURER'S INSTRUCTIONS

3 TRASH RECEPTACLE

SCALE: NTS





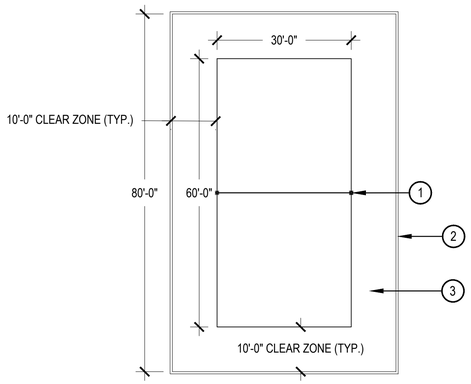


1. 7"X7" COLUMN
2. EXTENSION BEAM
3. PERIMETER BEAM
4. BARGE BEAM
5. RAFTER BEAM
6. 24 GA 12" O.C. STANDING SEAM STEEL ROOF
7. FASCIA BEAM

NOTES:
1. INSTALL PER MANUFACTURER'S SPECIFICATIONS
2. DRAWINGS NOT INTENDED FOR USE IN CONSTRUCTION, CONSULT MANUFACTURER FOR DETAILED SHOP DRAWINGS
3. REINFORCE & POUR FOOTING AS TO SATISFY LOCAL BUILDING CODES
4. OWNER TO VERIFY SOIL CONDITIONS AT JOB SITE
5. DETAILS SHOWN HERE MAY NOT REFLECT ACTUAL DELIVERY
6. SHELTER STRUCTURE TO BE UNDER A SEPARATE PERMIT

4 10'X15' RAMADA

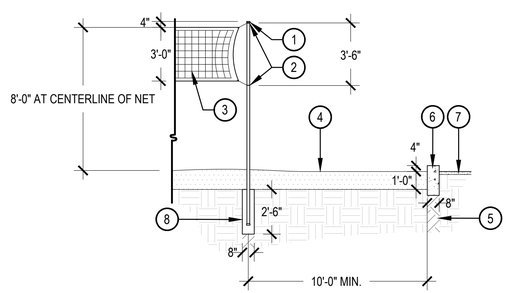
SCALE: 1/4" = 1'-0"



1. VOLLEYBALL POSTS AND NET PER DETAIL 6/L-17
2. 18" DEPTH HEADER CURB PER DETAIL 3/L-16
3. SURFACING PER HARDSCAPE PLAN AND SURFACING SCHEDULE

5 VOLLEYBALL COURT LAYOUT

SCALE: NTS



1. 3 1/2" O.D. ALUMINUM POSTS, PW ATHLETIC MODEL #2216-21A WITH POST EXTENSION MODEL, #2216-EXT AND SLEEVE, MODEL #8303-24-1
2. 1/2" GALVANIZED EYE BOLT W/ NUT
3. TOP CABLE NET, PW ATHLETIC MODEL #8361-10
4. SAND PLAY SURFACE
5. COMPACT SUBGRADE TO 95% STANDARD PROCTOR DENSITY
6. 18" HEADER CURB PER DETAIL 3/L-16
7. FINISH GRADE
8. CONCRETE FOOTER (REF. MANUFACTURER'S RECOMMENDATIONS)

NOTES:
1. CENTER POSTS OF LENGTH OF COURT

6 SAND VOLLEYBALL COURT

SCALE: 1/4" = 1'-0"

L-17 HARDSCAPE DETAILS

LPR2002-001

REGISTERED LANDSCAPE ARCHITECT
50617
JASON ROBERT KUKLINSKI
Date Signed 04/18/22
ARIZONA, USA
EXPIRES 3/31/22

MARUM & ASSOCIATES ENGINEERING, LLC
2730 E. BROADWAY BLVD., STE. 250
TUCSON ARIZONA 85716 (520) 448-4440

PROJECT NO: LPR2002-001 | DSGN: AW,MS,TP | DRWN: AW,MS,TP | APPV: JO | DATE: 4/7

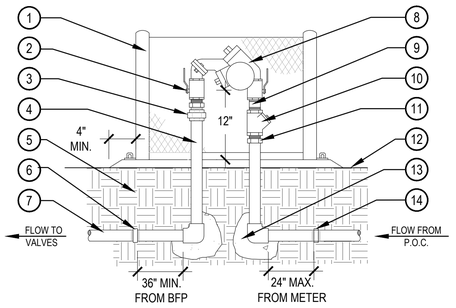
LANDSCAPE PLAN
FOR
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LOTS 1-54 AND
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BEING A PORTION OF THE SW¼ OF THE SW¼ OF SECTION 28, T11S, R11E, GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

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REFERENCE: PCZ-02065, PCM1904-001, PVR2002-001

SHT: 18 OF 20

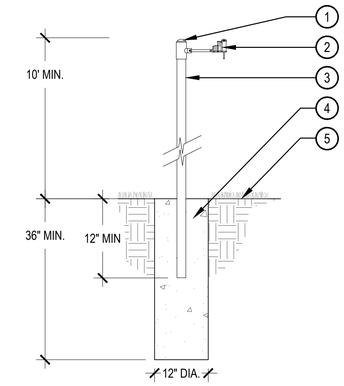


1. BACKFLOW ENCLOSURE # GS-1
2. BALL VALVE
3. BRASS UNION
4. TYPE K COPPER PIPE
5. COMPACTED SUBGRADE
6. PVC ADAPTOR 30" BEYOND UNIT
7. PVC MAINLINE
8. REDUCED PRESSURE BACKFLOW PREVENTER WITH BALL VALVES
9. BRASS NIPPLE
10. BRASS WYE STRAINER (100 MESH)
11. COPPER ADAPTER
12. FINISH GRADE
13. THRUST BLOCKING (IF REQUIRED)
14. PVC ADAPTOR 30" BEYOND UNIT

NOTE:
1. INSTALL PER LOCAL CODES AND MANUFACTURER'S SPECIFICATIONS.
2. PROVIDE PVC PIPE PROTECTION AROUND COPPER SUPPLY LINES AS THEY GO THROUGH THE CONCRETE SLAB BASE.
3. BACKFLOW PREVENTION DEVICES SHALL BE PLACED A MINIMUM OF TWO (2') FEET FROM THE WATER METER AND BE THE SAME SIZE AS THE METER SERVICE LINE.
4. PROVIDE THRUST BLACKS FOR LINES 2-1/12" OR LARGER.

1 BACKFLOW PREVENTER

SCALE: NTS

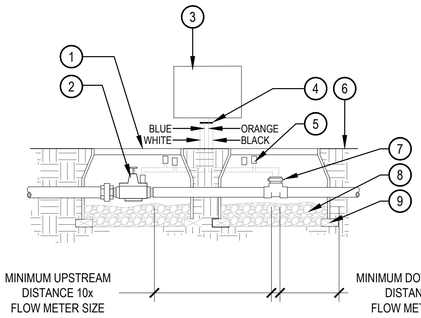


1. SCH. 40 GALVANIZED TEE WITH 1-1/2" PLUG AT TOP.
2. HUNTER RAIN / FREEZE SENSOR.
3. 1-1/2" DIAMETER SCH. 40 GALVANIZED STEEL POST.
4. 12" DIA. CONCRETE BASE-FORM WITH SONA-TUBE OR EQ. POST SHALL BE CENTERED WITHIN BASE.
5. FINISH GRADE

NOTE:
1. INSTALL PER LOCAL CODES AND MANUFACTURER'S SPECIFICATIONS.

4 POLE MOUNT RAIN/FREEZE SENSOR

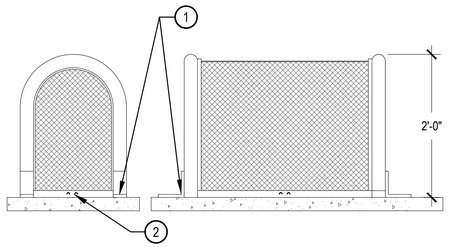
SCALE: NTS



1. PLASTIC LOCKING VALVE BOX PER SCHEDULE. TOP OF BOX TO BE FLUSH WITH FINISH GRADE
2. MASTER VALVE PER SCHEDULE
3. CONTROLLER
4. WIRE HARNESS PER MANUFACTURER SPECIFICATION
5. WATERPROOF ELECTRICAL CONNECTIONS. PER MANUFACTURER SPECIFICATION
6. FINISH GRADE
7. FLOW METER PER SCHEDULE
8. 3/4" GRAVEL SUMP 8" DEPTH
9. BRICK SUPPORTS 2 MIN.

7 MASTER VALVE / FLOW SENSOR INSTALLATION

SCALE: NTS

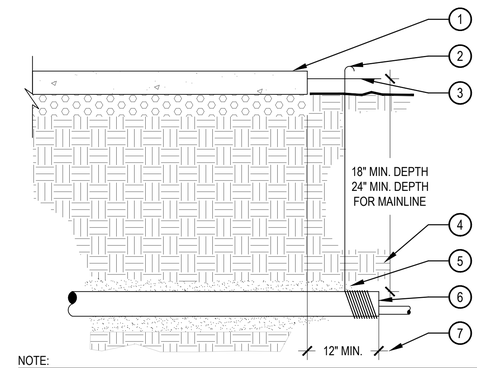


1. WELDED BRACKETS - BOTH ENDS
2. DRILL TWO 5/16" HOLES CENTERED ON SIDE OPPOSITE OF HINGED END FOR LOCKING BRACKET

NOTE:
1. INSTALL GUARDSHACK GS0.5 = 10" W x 18" H x 12" L LIFT-OFF UNIT 51 POWDER COATED STEEL GUARD SHACK PER MANUFACTURER'S SPECIFICATIONS.
2. ALL BOLTS FOR MOUNTING BRACKETS SHALL BE ZINC PLATED TAMPER PROOF.
3. PRODUCT AVAILABLE FROM GUARDSHACK 3831 E. GROVE ST. PHOENIX, AZ 85040 PH: (602) 426-1102 EXT. 422 FX: (602) 426-1005
4. PROVIDE KEYED PADLOCK, MASTER LOCK MODEL #957 W/ (2) TWO KEYS FOR LOCKING SECURITY ENCLOSURE.

2 GUARDSHACK LIFT-OFF BACKFLOW ENCLOSURE

SCALE: NTS

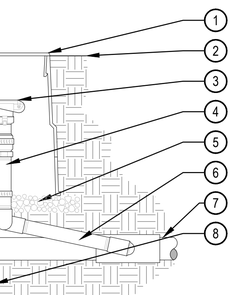


1. PAVING
2. WRAP 12 GAUGE GALVANIZED WIRE AROUND EACH END OF SLEEVE (10 WRAPS MIN.) AND EXTEND TO SURFACE AS A LOCATING DEVICE.
3. FINISH GRADE / TOP OF DG.
4. COMPACT SOIL AROUND SLEEVE TO SAME DENSITY AS ADJACENT UNDISTURBED SOIL.
5. WASHED AND GRADED MORTAR SAND BACKFILL IN ROCKY SOIL CONDITIONS.
6. PVC SLEEVE PER SCHEDULE. TWICE DIAMETER OF THE SUM OF THE PIPES/ WIRES
7. EXTEND SLEEVES 12" BEYOND EDGES OF PAVING

NOTE:
1. ALL SLEEVES SHALL BE INSPECTED PRIOR TO BACKFILLING.
2. CAP SLEEVES UNTIL USE.
3. MULTIPLE SLEEVES REQUIRE 4" HORIZONTAL SEPARATION WITHIN SAME SLEEVE TRENCH.
4. IRRIGATION PIPE AND WIRE SHALL NOT SHARE THE SAME SLEEVE.
5. MARK / STAMP - 'X' AND/OR INSTALL PLACARD AT BACK OF CURB.

5 IRRIGATION SLEEVE

SCALE: NTS

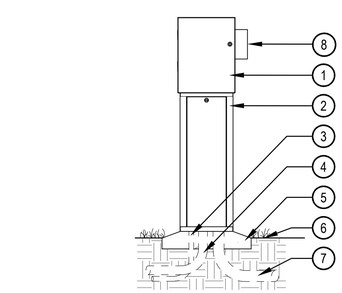


1. 6" ROUND BOX & COVER PER SCHEDULE. TOP OF BOX TO FLUSH WITH FINISH GRADE
2. FINISH GRADE
3. QUICK COUPLING VALVE W/ LOCKING COVER PER SCHEDULE
4. SCH. 80 NIPPLE
5. 3" DEPTH 3/4" GRAVEL BASE EXTEND 6" BEYOND EDGE OF BOX
6. 1" PVC SWING JOINT
7. PVC MAINLINE
8. 24" #4 REBAR TO HOLD COUPLER IN PLACE W/ (2) STAINLESS STEEL CLAMPS

NOTE:
1. EACH QUICK COUPLER SHALL BE IN A SEPARATE VALVE BOX
2. PROVIDE (1) QUICK COUPLER KEY FOR EACH QUICK COUPLER VALVE.
3. QUICK COUPLER SHALL HAVE YELLOW LOCKING RUBBER COVER
4. COMPACT SOIL AROUND GATE VALVE ASSEMBLY TO THE SAME DENSITY AS ADJACENT UNDISTURBED SUBGRADE.
5. ALL THREADED CONNECTIONS SHALL BE COATED WITH TEFLON TAPE.

8 QUICK COUPLER

SCALE: NTS

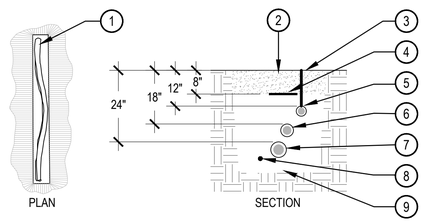


1. METAL ENCLOSURE CONTROLLER PER SCHEDULE
2. METAL PEDESTAL MOUNT ENCLOSURE PER SCHEDULE
3. 1" ELECTRICAL SUPPLY CONDUIT: SIZE, TYPE, DEPTH PER LOCAL CODE
4. GROUND WIRE CONDUIT MIN. 1-1/2". GROUND PER ASIC GUIDELINES.
5. 6" THICK CONCRETE BASE WITH SLEEVES FOR CONDUIT
6. FINISH GRADE
7. CONDUIT FOR DIRECT BURY CONTROL WIRES. EXTEND CONDUIT 5' FROM CONTROLLER
8. SENSOR RECEIVER MOUNTED ON SIDE OF CONTROLLER.

NOTE:
1. ALL ELECTRICAL AND CONTROLLER WIRE TO BE INSTALLED PER LOCAL CODE AND MANUFACTURER'S SPECIFICATIONS.
2. PROVIDE LOCK AND KEY FOR ENCLOSURE.
3. GROUND CONTROLLER PER LOCAL CODE, MANUFACTURER AND ASIC SPECIFICATIONS.
4. PROVIDE WATERPROOF SEALANT FOR ALL CONDUIT AND WIRE ACCESS POINTS.

3 PEDESTAL CONTROLLER INSTALLATION

SCALE: NTS



1. SNAKE ALL PIPE IN TRENCH
2. EXCAVATED COVER MATERIAL (SEE NOTES)
3. FINISH GRADE
4. INDICATOR TAPE (MAIN LINE)
5. POLYETHYLENE DRIP LATERAL (12" MIN. COVERAGE, 18" MIN. COVERAGE BELOW PEDESTRIAN WALKS. SEE IRRIGATION SLEEVE DETAIL.)
6. PVC SUB-MAIN
7. IRRIGATION MAINLINE
8. VALVE WIRING
9. BEDDING MATERIAL (SEE NOTES)

NOTES:
1. ALL MAINLINES TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER' SPECIFICATIONS.
2. ALL PVC PIPING TO BE SNAKED IN TRENCHES AS SHOWN IN PLAN VIEW ABOVE.
3. ALL 120 VOLT WIRING IN CONDUIT TO BE INSTALLED AS PER LOCAL CODES.
4. ALL ELECTRICAL WIRE CONNECTIONS TO VALVES AND SPLICES TO BE INSTALLED WITHIN A VALVE BOX AND MADE WITH DBY WATERPROOF CONNECTORS, OR APPROVED EQUAL.
5. BUNDLE AND TAPE WIRING AT 10' INTERVALS
6. VALVE WIRES TO BE INSTALLED WITHIN MAINLINE TRENCH WHEREVER POSSIBLE.
7. BEDDING MATERIAL SHALL BE 1/4" MINUS SAND, AND SHALL BE 3" BELOW LOWEST PIPE OR WIRE AND 3" ABOVE HIGHEST PIPE OR WEIR WITHIN TRENCH.
8. BEDDING MATERIAL SHALL BE IN MAINLINE TRENCH ONLY.
9. BEDDING IS NOT REQUIRED IN DRIP LATERAL TRENCHES.
10. EXCAVATED COVER MATERIAL SHALL BE FREE FROM DEBRIS AND ROCKS 1/2" OR GREATER.
11. PIPE BEDDING MATERIAL TO BE ROCK AND DEBRIS FREE, BACKFILL IN 6" LIFTS, PUDDLE WITH WATER, BETWEEN LIFTS.

6 IRRIGATION TRENCH

SCALE: NTS

L-18 IRRIGATION DETAILS

LPR2002-001

REGISTERED LANDSCAPE ARCHITECT
50617
JASON ROBERT KUKLINSKI
Date Signed 03/31/22
ARIZONA, USA
EXPIRES 3/31/22

MARUM & ASSOCIATES ENGINEERING, LLC
2730 E. BROADWAY BLVD., STE. 250
TUCSON ARIZONA 85716 (520) 448-4440

PROJECT NO: LPR2002-001	DSGN: AW,MS,TP	DRWN: AW,MS,TP	APPV: JO	DATE: 4/7

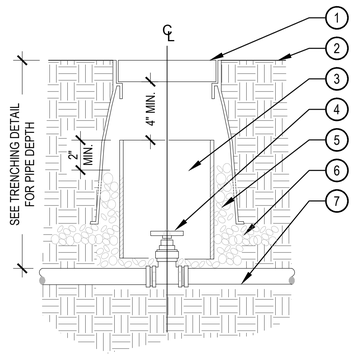
LANDSCAPE PLAN
FOR
SC RANCH
LOTS 1-54 AND
COMMON AREAS "A" (RECREATION) AND "B" (DRAINAGE AND LANDSCAPE)

BEING A PORTION OF THE SW¼ OF THE SW¼ OF SECTION 28, T11S, R11E, GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

NORRIS DESIGN
Planning | Landscape Architecture | Branding
418 North Toole Avenue
Tucson, AZ 85701
P 520.622.9565
www.norris-design.com

REFERENCE: PCZ-02065, PCM1904-001, PVR2002-001

SHT. 19 OF 20

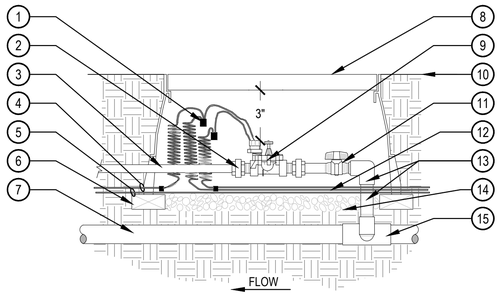


1. LOCKING ROUND BOX & COVER PER SCHEDULE. TOP OF BOX TO BE FLUSH WITH FINISH GRADE
2. FINISH GRADE
3. 2" CL160 PVC ACCESS SLEEVE LENGTH AS REQUIRED.
4. GATE VALVE W/ CROSS HANDLE AND SOLID WEDGE DISC PER SCHEDULE
5. 3/4" GRAVEL SUMP FILL IN AND AROUND BOX AS REQUIRED.
6. 3" DEPTH 3/4: GRAVEL EXTEND 6" BEYOND EDGE OF BOX
7. PVC MAINLINE AS PER PLAN

NOTE:
1. COMPACT SOIL AROUND GATE VALVE ASSEMBLY TO THE SAME DENSITY AS ADJACENT UNDISTURBED SUBGRADE.
2. DO NOT REST VALVE BOX OR ACCESS SLEEVES ON MAINLINE OR LATERAL LINE.
3. PROVIDE GATE VALVE KEY - LENGTH AS REQUIRED.

1 GATE VALVE 3" & SMALLER

SCALE: NTS

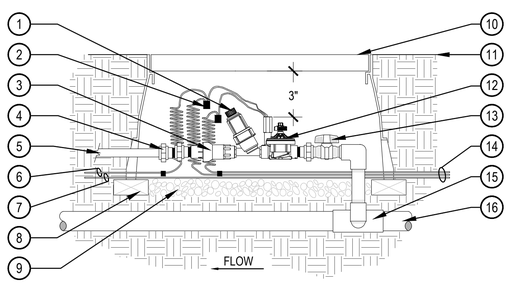


1. WATERPROOF CONNECTORS
2. SCH. 80 PVC UNION (TYP) OF 2
3. PVC LATERAL
4. COMMON WIRE TO NEXT VALVE(S)
5. CONTROL WIRE TO NEXT VALVE(S)
6. BRICK SUPPORTS 4 MIN.
7. PVC MAINLINE
8. PLASTIC LOCKING VALVE BOX PER SCHEDULE. TOP OF BOX TO BE FLUSH WITH FINISH GRADE
9. VALVE ASSEMBLY
10. FINISH GRADE
11. PVC BALL VALVE PER SCHEDULE
12. WIRES FROM CONTROLLER
13. SCH. 80 ELL AND NIPPLE
14. 3/4" GRAVEL SUMP. 4" DEPTH
15. SCH. 80 TEE

NOTE:
1. BUNDLE & TAPE WIRE EVERY 10 FT. SEAL WIRE ENDS WITH WATERPROOF SPLICING MATERIAL.
2. 30" MIN. LENGTH OF CONTROL WIRE COILED AND PLACED IN BOX AT WATERPROOF CONNECTION TO SOLENOID.

2 TURF VALVE ASSEMBLY

SCALE: NTS

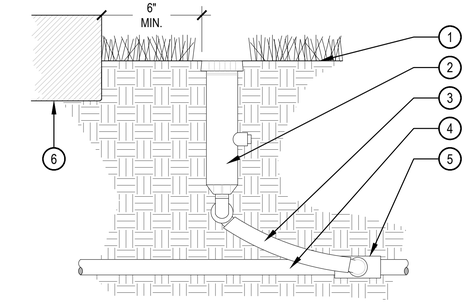


1. WYE FILTER PER SCHEDULE
2. WATERPROOF CONNECTORS
3. PRESSURE REGULATOR PER SCHEDULE
4. SCH. 80 PVC UNION (TYP)
5. 3/4" PVC LATERAL
6. COMMON WIRE TO NEXT VALVE(S)
7. CONTROL WIRE
8. BRICK SUPPORTS 4 MIN.
9. 4" DEPTH GRAVEL SUMP.
10. PLASTIC LOCKING VALVE BOX PER SCHEDULE. TOP OF BOX TO BE FLUSH WITH FINISH GRADE
11. FINISH GRADE
12. REMOTE CONTROL VALVE
13. PVC BALL VALVE PER SCHEDULE
14. WIRES FROM CONTROLLER
15. TEE
16. PVC MAINLINE

NOTE:
1. BUNDLE & TAPE WIRE EVERY 10 FT. SEAL WIRE ENDS WITH WATERPROOF SPLICING MATERIAL.
2. 30" MIN. LENGTH OF CONTROL WIRE COILED AND PLACED IN BOX AT WATERPROOF CONNECTION TO SOLENOID.

3 DRIP VALVE ASSEMBLY W/ PRES. REG. (PVC)

SCALE: NTS

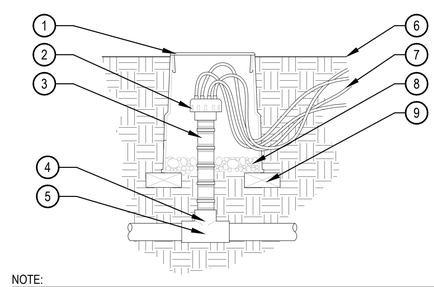


1. FINISH GRADE
2. POP-UP SPRAY SPRINKLER PER SCHEDULE
3. FLEXIBLE SWING JOINT - 18" MAX
4. PVC LATERAL PIPE
5. PVC SCH. 40 TEE OR ELL, THREADED
6. EDGE OF PAVING OR HEADER

NOTE:
1. AFTER FLUSHING HEADS, REGRADE AND COMPACT AS NEEDED TO RETURN TO FINISH GRADE CONDITION.
2. SPRINKLERS SHALL BE MIN. 6" FROM ANY WALLS, WALKS, COURTS, AND12" FROM TURF EDGE.
3. ADJUST ALL SPRINKLERS HEADS SO THAT NO OVERSPRAY OCCURS ON ANY WALLS, WALKS, COURTS, ETC.
4. ALL THREADED CONNECTIONS SHALL BE COATED WITH TEFLON TAPE.
5. COMPACT SOIL AROUND HEAD TO THE SAME DENSITY AS ADJACENT UNDISTURBED SUBGRADE.

4 POP-UP SPRAY ASSEMBLY

SCALE: NTS

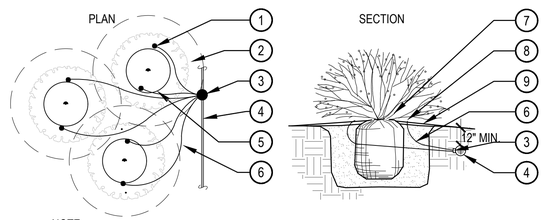


1. 6" ROUND BOX & COVER
2. MULTI-OUTLET EMITTER (6 OUTLETS)
3. PVC NIPPLE LENGTH AS REQ.
4. PVC ELL. OR TEE
5. PVC LATERAL LINE
6. FINISH GRADE
7. 1/4" DISTRIBUTION TUBING
8. 3/4" GRAVEL SUMP - 4" DEPTH
9. BRICK SUPPORTS 2 MIN.

NOTE:
1. MAXIMUM LENGTH OF ONE DISTRIBUTION TUBE SHALL BE 5'.
2. COMPACT SOIL AROUND MULTI-OUTLET EMITTER TO THE SAME DENSITY AS ADJACENT UNDISTURBED SUBGRADE.
3. WHEN SLOPING CONDITIONS OCCUR PLACE EMITTERS ON UPHILL SIDE OF PLANT MATERIAL.
4. DO NOT DISTURB ROOTBALL WITH THE INSTALLATION OF POLYETHYLENE DRIP TUBING OR DISTRIBUTION TUBING.
5. ALL THREADED CONNECTIONS SHALL BE COATED WITH TEFLON TAPE.

5 MULTI-OUTLET EMITTER

SCALE: NTS

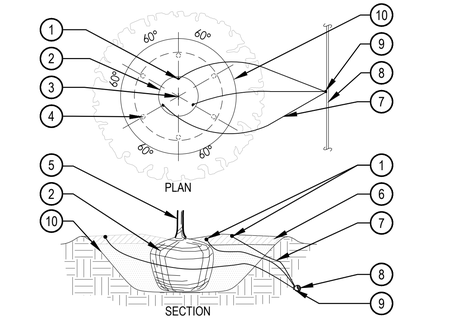


1. DIFFUSER CAP AND DRIP STAKE
2. PLANTING BACKFILL MATERIAL
3. MULTI-OUTLET EMITTER
4. PVC LATERAL
5. PLANT ROOTBALL
6. 1/4" DISTRIBUTION TUBING
7. PLANT MATERIAL
8. END CAP AND STAKE
9. FINISH GRADE

NOTE:
1. MAXIMUM LENGTH OF ONE 1/4" DISTRIBUTION TUBE SHALL BE 5'.
2. ONE EMITTER - ON TOP OF ROOTBALL. TWO EMITTERS- SPACE ON OPPOSING SIDES OF ROOT BALL. THREE OR MORE EMITTERS - SPACE EQUALLY AROUND EDGE OF ROOTBALL.
3. FLUSH ALL LINES THOROUGHLY, INCLUDING EMITTER DISTRIBUTION TUBING PRIOR TO EMITTER INSTALLATION.
4. IF PLANTING ON A 4:1 SLOPE OR STEEPER, INSTALL BOTH EMITTERS ON THE UPHILL SIDE OF ROOTBALL.
5. EMITTERS SHALL BE SELF-FLUSHING PRESSURE COMPENSATING-TYPE UNLESS NOTED OTHERWISE WITHIN TECHNICAL SPECIFICATIONS.
6. THIS IS A WATERING GUIDE ONLY. SITE, SOIL AND PLANT CONDITIONS VARY GREATLY. CONTRACTOR MUST OBSERVE THE PLANT MATERIAL AND MAKE ADJUSTMENTS AS NECESSARY FOR PROPER PLANT WATER REQUIREMENT.

6 SHRUB EMITTER PLACEMENT

NTS

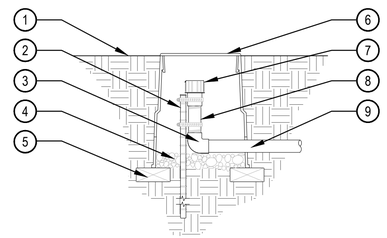


1. EMISSION POINT. DIFFUSER CAP W/ DRIP STAKE (TYP.)
2. PLANT ROOT BALL (TYP.)
3. PLANT CENTER (TYP.)
4. SECOND EMISSION POINTS SEE NOTE 3 & 4 BELOW
5. TREE TRUNK
6. MULCH LAYER
7. 1/4" DISTRIBUTION TUBING
8. 3/4" PVC DRIP LATERAL
9. MULTI-PORT OUTLET EMITTER
10. PLANT PIT

NOTE:
1. MAXIMUM LENGTH OF ONE DISTRIBUTION TUBE SHALL BE 5'.
2. FLUSH ALL LINES THOROUGHLY PRIOR TO EMITTER INSTALLATION.
3. ALL EMISSION POINTS SHALL BE LOCATED ON UPHILL SIDE OF PLANT MATERIAL. AT LEAST ONE EMISSION POINT SHALL BE DIRECTLY TO PLANT BALL AS INDICATED. ADDITIONAL EMISSION POINTS SHALL BE EQUALLY SPACED WITHIN PLANT PIT PERIMETER.
4. SECOND EMISSION POINTS (IF NEEDED) AS PER THE EMITTER SCHEDULE.
5. THIS IS A WATERING GUIDE ONLY. SITE, SOIL AND PLANT CONDITIONS VARY GREATLY. CONTRACTOR MUST OBSERVE THE PLANT MATERIAL AND MAKE ADJUSTMENTS AS NECESSARY FOR PROPER PLANT WATER DISTRIBUTION.

7 TREE EMITTER PLACEMENT

SCALE: NTS



1. FINISH GRADE
2. 24" #4 REBAR TO HOLD COUPLER IN PLACE W/ (2) STAINLESS STEEL CLAMPS
3. SCH 40 PVC SxT ELL
4. 3/4" GRAVEL SUMP - 4" DEPTH
5. BRICK (2 REQUIRED MIN.)
6. LOCKING ROUND BOX & COVER PER SCHEDULE. TOP OF BOX TO BE FLUSH WITH FINISH GRADE
7. HOSE END SELF FLUSH CAP
8. SCH 80 PVC NIPPLE
9. PVC LATERAL

NOTE:
1. DO NOT PLACE 10" LOCKING ROUND BOX ON LATERAL.
2. COMPACT SOIL AROUND GATE VALVE ASSEMBLY TO THE SAME DENSITY AS ADJACENT UNDISTURBED SUBGRADE.
3. SECURE STAKE TO FLUSH END CAP OR PVC NIPPLE WITH A MIN. OF 2 C-CLAMPS.
4. ALL THREADED CONNECTIONS SHALL BE COATED WITH TEFLON TAPE.

8 FLUSH END CAP

SCALE: NTS

L-19 IRRIGATION DETAILS

LPR2002-001

REGISTERED LANDSCAPE ARCHITECT 50617 JASON ROBERT KUKLINSKI Date signed (MM/DD/YY) ARIZONA, USA EXPIRES 3/31/22

MARUM & ASSOCIATES ENGINEERING, LLC
2730 E. BROADWAY BLVD., STE. 250
TUCSON ARIZONA 85716 (520) 448-4440

PROJECT NO: LPR2002-001	DSGN: AW,MS,TP	DRWN: AW,MS,TP	APPV: JO	DATE: 4/7

LANDSCAPE PLAN
FOR
SC RANCH
LOTS 1-54 AND
COMMON AREAS "A" (RECREATION) AND "B" (DRAINAGE AND LANDSCAPE)

BEING A PORTION OF THE SW¼ OF THE SW¼ OF SECTION 28, T11S, R11E, GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

REFERENCE: PCZ-02065, PCM1904-001, PVR2002-001

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NORRIS DESIGN
Planning | Landscape Architecture | Branding

418 North Toole Avenue
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MARANA AZ

Development Services / maranaplanning@maranaAZ.gov
11555 West Civic Center Drive / Marana, AZ 85653
Ph (520) 382-2600 / Fax (520) 382-2641 / maranaAZ.gov

PROJECT APPLICATION

APPLICATION TYPE

❑ Annexation	❑ Development Plan	❑ Development Plan Package	❑ General Plan Amendment
❑ Rezone	❑ Minor Land Division	❑ Significant Land Use Change	❑ Conditional Use Permit
❑ Specific Plan	❑ Landscape Plan	❑ Native Plant Plan/Exception	❑ SWPP
❑ Variance	❑ Hydraulic Model	❑ Sewer Capacity Assurance	❑ Sign Program
☒ Plat	❑ Improvement Plan	☒ Report (Type): Drainage	❑ Other: _____

PROJECT INFORMATION

Project Name: SC Ranch Lots 1-54 & Com. Areas "A" (Rec. & Drng. and "B" (Landscape, Drng. & Utilities)	
Description of Project: New Single-Family Home Subdivision	Number of Lots: 54
Parcel No.(s): 217-42-004H	Gross Area (Acres): 10.77
Project Address: N. Sanders Road & W. Moore Road	
Ref. Project No.: MAE 19059	

CONTACT INFORMATION

Owner: LGI Homes	Contact Name: Brandon Chafey		
Address: 2251 Douglas Blvd., #110	City: Roseville	State: CA	Zip: 95661
Email: brandon.chafey@lgihomes.com	Phone No.: (916) 926-3136		
Applicant: LGI Homes	Contact Name: Brandon Chafey		
Address: 2251 Douglas Blvd., #110	City: Roseville	State: CA	Zip: 95661
Email: brandon.chafey@lgihomes.com	Phone No.: (916) 926-3136		
Consultant/Engineer:	Contact Name: Pat Marum, P.E.		
Address: 2730 E Broadway Blvd., Suite 250	City: Tucson	State: AZ	Zip: 85716
Email: pmarum@marumeng.com	Phone No.: (520) 448-4440		

OWNER/APPLICANT AUTHORIZATION

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

Brandon Chafey	Brandon Chafey	1.31.2020
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No._____ **Date Received**_____

Revision Date 03/29/2019

Council-Regular Meeting **C4**

Meeting Date: 05/19/2020

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: May 19, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-045: Relating to Administration; designating Yiannis Kalaitzidis as the Chief Fiscal Officer for officially submitting the Fiscal Year 2021 expenditure limitation report to the Arizona Auditor General (Jane Fairall)

Discussion:

A.R.S. §41-1279.07 requires each political subdivision to provide to the auditor general by July 31 each year the name of the chief fiscal officer (CFO) designated by the governing board of the political subdivision to submit the current fiscal year's annual expenditure limitation report (AELR). In the past, the Town has accomplished this by filling out the reports requested by the auditor general. However, the auditor general is now requiring that the Town submit documentation of the Council's official designation, in the form of a resolution. The attached resolution appoints the Town's Finance Director, Yiannis Kalaitzidis, as the Town's CFO for purposes of submitting the AELR.

Staff Recommendation:

Staff recommends approval of the resolution appointing Yiannis Kalaitzidis as the Town's CFO for purposes of submitting the AELR for FY 2021.

Suggested Motion:

I move to adopt Resolution No. 2020-045, designating Yiannis Kalaitzidis as the Chief Fiscal Officer for officially submitting the Fiscal Year 2021 Expenditure Limitation Report to the Arizona Auditor General.

MARANA RESOLUTION NO. 2020-045

RELATING TO ADMINISTRATION; DESIGNATING YIANNIS KALAITZIDIS AS THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2021 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL

WHEREAS A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Auditor General by July 31 the name of the Chief Fiscal Officer the governing body has designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf; and

WHEREAS, the Town of Marana Mayor and Council desire to designate Yiannis Kalaitzidis as the Town's Chief Fiscal Officer; and

WHEREAS entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR; and

WHEREAS the Town Council finds that adopting this resolution designating the Town's Finance Director, Yiannis Kalaitzidis, as the Town's chief fiscal officer for this purpose is in the best interests of the Town and its citizens.

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Yiannis Kalaitzidis is hereby designated as the Town's Chief Fiscal Officer for purposes of submitting the fiscal year 2021 AELR to the Arizona Auditor General's Office on the governing body's behalf.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of May, 2020.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

Council-Regular Meeting **C5**

Meeting Date: 05/19/2020

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: May 19, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-046: Relating to Development; approving a Final Plat for Moonlight Canyon at Saguaro Ranch, Phase 1, Lots 39-43, Block 2, and Common Areas "B" and "D", located approximately one mile north of the north terminus of Thornydale Road (Brian D. Varney)

Discussion:

Request
Rick Engineering Company, representing the property owner, is requesting approval of the Final Plat for Moonlight Canyon at Saguaro Ranch, Phase 1, Lots 39-43, Block 2 and Common Areas "B" (recreation / open space) and "D" (private streets). The 9.41 acre subdivision consists of five lots planned for single-family residential development, 19,819 square feet of recreation / open space area, and a short segment of new private street. This is the first of two phases for the Moonlight Canyon development.

Zoning and Land Use
The zoning for the proposed subdivision is 'F' (Saguaro Ranch Specific Plan), and the land use designation is Estate Lots. The Estate Lots designation requires a minimum lot size of 36,000 square feet. This plat proposes a minimum lot size of 43,560 square feet, a maximum of 73,086 square feet, and an average lot size of 55,591 square feet. The gross density proposed is 0.53 residences per acre. Block 2 within the plat is the site of the former McClintock's restaurant and will be developed as a recreation center for the residents of the Saguaro Ranch development.

Access and Traffic Circulation
Access to the proposed subdivision shall be provided directly from W. Conrad's Way off of N. Old Ranch House Road. The streets are private and will be maintained by the

homeowner's association.

Preliminary Plat
The Preliminary plat for Moonlight Canyon was approved by the Town Council on February 19, 2019, by the adoption of Resolution No. 2019-010.

Staff Recommendation:
Staff has reviewed the proposed plat against the requirements of the Saguaro Ranch Specific Plan, the Amended and Restated Saguaro Ranch Pre-Annexation and Development Agreement, the approved preliminary plat, as well as the Marana Town Code, 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. 2020-046, approving the Final Plat for Moonlight Canyon at Saguaro Ranch, Phase 1, Lots 39-43, Block 2, and Common Areas "B" and "D".

Attachments

Resolution No. 2020-046
PRV1910-001 MCSR-1 FP
PRV 1910-001 MCSR-1 FP Map
PRV1910-001 MCSR-1 App

MARANA RESOLUTION NO. 2020-046

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR MOONLIGHT CANYON AT SAGUARO RANCH, PHASE 1, LOTS 39-43, BLOCK 2, AND COMMON AREAS "B" AND "D" LOCATED APPROXIMATELY ONE MILE NORTH OF THE NORTH TERMINUS OF THORNYDALE ROAD

WHEREAS the Saguaro Ranch Specific Plan, a minor amendment to the Marana General Plan, and the Amended and Restated Saguaro Ranch Pre-Annexation and Development Agreement were approved by the Marana Town Council on August 4, 2015 by the adoption of Ordinance No. 2015.016; and

WHEREAS an Administrative Change to the Saguaro Ranch Specific Plan allowing the addition of Transfer Parcels into the Plan was approved by the Marana Development Services Director on June 21, 2019; and

WHEREAS Rick Engineering Company, Inc., representing the property owners, has applied for approval of a Final Plat for Moonlight Canyon at Saguaro Ranch, Phase 1, Lots 39-43, Block 2, and Common Area "B" and "D", consisting of 9.41 acres and located approximately one mile north of the north terminus of Thornydale Road; and

WHEREAS the Mayor and Town Council, at its May 19, 2020 meeting, determined that the Final Plat for Moonlight Canyon at Saguaro Ranch, Phase 1, should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the Final Plat for Moonlight Canyon at Saguaro Ranch, Phase 1, Lots 39-43, Block 2, and Common Area "B" and "D" is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of May, 2020.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

BASIS OF BEARING

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

GENERAL NOTES:

1. THE GROSS AREA OF THIS DEVELOPMENT IS 9.41 AC. 409.888 SF.

2. THE EXISTING ZONING IS F - SPECIFIC PLAN.
SAGUARO RANCH SPECIFIC PLAN

3. THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS OF MARANA ORDINANCE # 2015.016 ESTABLISHING THE SAGUARO RANCH SPECIFIC PLAN AND APPROVING THE AMENDED AND RESTATED SAGUARO RANCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT AND THE ADMINISTRATIVE CHANGE TO THE SAGUARO RANCH SPECIFIC PLAN APPROVED BY THE TOWN ON JUNE 21, 2019.

4. THE TOTAL NUMBER OF RESIDENTIAL LOTS IS 5; DENSITY IS 0.53 RAC.

5. THE MINIMUM ALLOWABLE LOT SIZE: 36,000 SF.
THE MINIMUM LOT SIZE IS 43,560 SF.
THE MAXIMUM LOT SIZE IS 73,086 SF.
THE AVERAGE LOT SIZE IS 55,591 SF.

6. MAXIMUM BUILDING HEIGHT ALLOWED IS 30 FEET.

7. DEVELOPMENT STANDARDS: ESTATE LOTS
MINIMUM SITE SETBACKS:
FRONT: 30'
SIDE ENTRY GARAGE 15'
SIDE: 10'
STREET SIDE: 20'
REAR: 20'

8. ALL REQUIRED PARKING WILL BE OFF STREET, ON-SITE:
PARKING SPACES REQUIRED: 2 FOR EACH FAMILY OR UNIT = 10 SPACES.
PARKING SPACES PROVIDED: 2 PER GARAGE & 1 PER DRIVEWAY = 15 SPACES.

9. LAND USES:

BLOCK 2	108,893 SF
LOTS 39-43	279,753 SF
COMMON AREA 'B'	19,819 SF
COMMON AREA 'D'	1,423 SF

11. NO FURTHER LOT SPLITTING WILL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.

12. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH ANY DEED RESTRICTIONS OR EASEMENTS.

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

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

16. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAY AND DRAINAGE STRUCTURES PRIOR TO THE RELEASE OF ASSURANCES.

17. THE TOTAL MILES OF NEW PRIVATE STREETS 0.01

18. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF TUCSON SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER ARS 45-576

19. INTERIOR PROPERTY CORNERS SHALL BE MONUMENTED AS SOON AS COMPLETION OF THE INFRASTRUCTURE AND IMPROVEMENTS MAKE IT PRACTICAL TO DO SO. IF SUCH MONUMENTS SHOULD DIFFER FROM THE TYPE DESCRIBED ON THE FINAL PLAT, A RECORD OF SURVEY SHALL BE FILED SHOWING THOSE DIFFERENCES. ALL MONUMENTS SET SHALL BE UNDER THE DIRECT SUPERVISION OF THE SURVEYOR OF RECORD. IF FOR ANY REASON THE SURVEYOR OF RECORD IS NOT AVAILABLE TO SUPERVISE THE SETTING OF THE INTERIOR CORNER MONUMENTS, SUBSEQUENT TO THE RECORDING OF THE FINAL PLAT, THE REPLACEMENT SURVEYOR SHALL SET MONUMENTS WITH HIS/HER IDENTIFYING NUMBER AND A RECORD OF SURVEY SHALL BE RECORDED IN ACCORDANCE WITH ARIZONA STATE STATUTES.

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

21. ALL HOMES WILL BE PROVIDED WITH A FIRE SPRINKLER SYSTEM.

22. THIS SUBDIVISION IS A RESUBDIVISION OF A PORTION OF LOT 50 OF SAGUARO RANCH II, SEQ#20062170590, BOOK 61, PAGE 89 AND BOOK 57, PAGE 57 AND SUPERSEDES AND REPLACES ANY PROVISIONS OR RESTRICTIONS THEREOF AS TO THE SUBDIVISION.

DEDICATION

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

I HEREBY DEDICATE TO THE TOWN OF MARANA ALL PUBLIC EASEMENTS, UTILITY EASEMENTS AS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, PUBLIC AND PRIVATE UTILITIES.

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

THE PRIVATE TRAIL EASEMENT AS SHOWN ON THIS PLAT IS RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, THEIR GUESTS AND INVITEES.

COMMON AREAS AS SHOWN ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, THEIR GUESTS AND INVITEES. COMMON AREAS ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, UNDERGROUND PUBLIC AND PRIVATE UTILITIES AND SEWERS. PRIVATE DRAINAGEWAYS ARE ALSO RESERVED FOR THE FLOW OF WATER, WHETHER SURFACE, FLOOD, OR RAINFALL, FROM THIS SUBDIVISION AND OTHER LANDS AS APPROVED BY THE TOWN ENGINEER. TITLE TO ALL PRIVATE DRAINAGEWAYS AND COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AT SEQ #20142170119 (THE CC&R'S) BY SUPPLEMENTAL DECLARATION RECORDED AT SEQ #20201130756, IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA. EACH AND EVERY RESIDENTIAL LOT OWNER WITHIN THE SUBDIVISION SHALL BE MEMBER OF THE ASSOCIATION, WHICH IS RESPONSIBLE FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF THE PRIVATE DRAINAGEWAYS AND COMMON AREAS WITHIN THIS SUBDIVISION.

BLOCK 2 SHALL NOT BE SUBJECT TO THE CC&R'S AND BLOCK 2 SHALL CONSTITUTE "PRIVATE AMENITIES" AS THAT TERM IS DEFINED IN THE CC&R'S.

SAGUARO PROPERTY DEVELOPMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY.

BY: SAGUARO LOT MANAGEMENT, INC., AN ARIZONA CORPORATION, AS MANAGER

BY: _____
SCOTT LUNDBERG TITLE: PRESIDENT

ACKNOWLEDGEMENT

STATE OF ARIZONA }
} SS.
COUNTY OF PIMA }

ON THIS___ DAY OF_____ , 2020, BEFORE ME PERSONALLY APPEARED SCOTT LUNDBERG WHO ACKNOWLEDGED TO BE THE PRESIDENT OF SAGUARO LOT MANAGEMENT, INC. AN ARIZONA CORPORATION, AS MANAGER OF SAGUARO PROPERTY DEVELOPMENT, LLC, AN ARIZONA LIMITED LAIBILITY COMPANY, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

_____
MY COMMISSION EXPIRES NOTARY PUBLIC

ASSURANCES

THE TOWN OF MARANA DOES NOT REQUIRE THE SUBDIVIDER TO PROVIDE SUBDIVISION ASSURANCES FOR THIS SUBDIVISION. ANY SUBDIVISION IMPROVEMENTS REQUIRED BY ARIZONA REVISED STATUES SECTION 9-463.01(C)(8) AND MARANA TOWN CODE SECTION 17-5-5 HAVE BEEN PROVIDED.

BY: _____
TOWN OF MARANA DATE

RECORDING

SEQ: #2020_____

FEE: _____

STATE OF ARIZONA }
} SS.
COUNTY OF PIMA }

I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF RICK ENGINEERING COMPANY, INC.

DATE_____

TIME_____

WITNESS MY HAND AND OFFICIAL SEAL DAY AND YEAR ABOVE WRITTEN

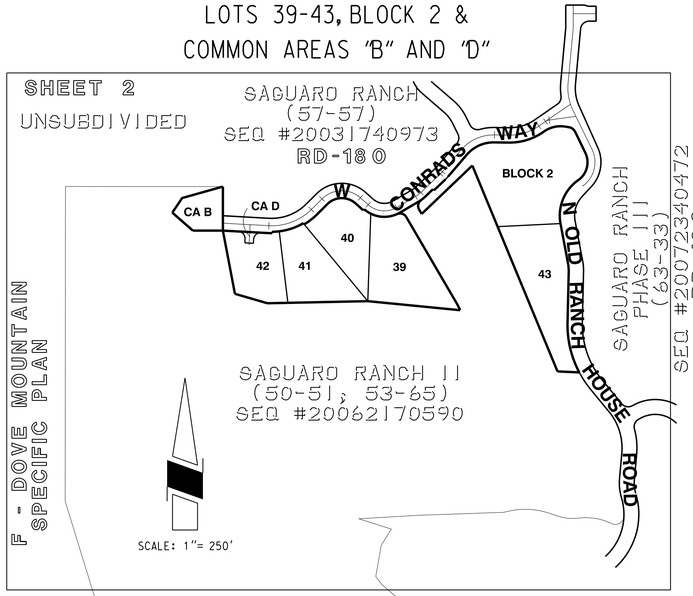
F. ANN RODRIGUEZ, COUNTY RECORDER

BY: _____
DEPUTY

RICK ENGINEERING COMPANY
Tucson
3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520-795-1000
J-4407B
rickengineering.com
San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver

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FINAL PLAT FOR
MOONLIGHT CANYON AT SAGUARO RANCH PHASE 1
LOTS 39-43, BLOCK 2 & COMMON AREAS 'B" AND 'D"



ASSURED WATER SUPPLY

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

BY: _____

ITS _____
CITY OF TUCSON WATER DEPARTMENT DATE

TOWN OF MARANA APPROVALS

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

_____
MARANA DEVELOPMENT SERVICES DIRECTOR 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.

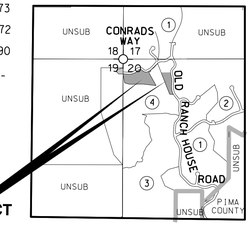
_____
CLERK OF THE TOWN OF MARANA DATE

SHEET INDEX

1. COVER SHEET
2-3. PLAN SHEETS

① SEQ #20031740973
② SEQ #20072340472
③ SEQ #20062170590
④ SEQ #2020_____

SCALE: 3"= 1 MILE



LOCATION MAP

SECTION 20, T 11 S, R 13 E
G & SRM, TOWN OF MARANA
PIMA COUNTY, ARIZONA
BOARD OF SUPERVISORS DISTRICT #1
LATITUDE: 32°27'57"
LONGITUDE: -111°02'41"
SOURCE OF DATA: PIMA COUNTY GIS

LEGEND

SYMBOL	ITEM
▲	SURVEY MONUMENT PER FINAL PLAT BK 57, PG 57 (OR AS NOTED)
○	FOUND SURVEY MONUMENT, RLS 17479 (1/2" IRON PIN OR AS NOTED)
●	LOT CORNER TO BE SET BY RLS FOLLOWING COMPLETION OF CONSTRUCTION (SEE GENERAL NOTE 19)
⊡	MARANA M-103-B SURVEY MONUMENT TO BE STAMPED BY RLS FOLLOWING COMPLETION OF CONSTRUCTION
(RAD)	INDICATES BEARING IS RADIAL
SVT	SIGHT VISIBILITY TRIANGLE
14 13 / 24 23	SECTION CORNER
14 13	QUARTER SECTION CORNER
23	LOT NUMBER
— — —	EXIST R/W
— — —	SECTION LINE
———	SUBDIVISION BOUNDARY
———	LOT LINE
— · —	CENTERLINE
— — —	EASEMENT BOUNDARY
— — BEHS — —	BUILDING EROSION HAZARD SETBACK LIMIT
———•••———	PROPOSED 100-YEAR REGULATORY FLOODPLAIN LIMIT
★	ACCESS SIDE (FOR ADDRESSING PURPOSES ONLY)

ADMINISTRATIVE ADDRESS:

14100 N. THORNYDALE ROAD, MARANA, AZ 85658

CERTIFICATIONS

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

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
17479
DOUGLAS E. SCHNEIDER
Date Signed
ARIZONA U.S.A.

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

Registered Professional Engineer (Civil)
CERTIFICATE NO.
18602
PAUL J. IEZZI
Date Signed
ARIZONA U.S.A.

PRELIMINARY

FINAL PLAT FOR
MOONLIGHT CANYON AT SAGUARO RANCH PHASE I
LOTS 39-43, BLOCK 2, & COMMON AREAS 'B" AND 'D"

COMMON AREA 'B': (RECREATION)
COMMON AREA 'D': (PRIVATE STREET)

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 19 AND A PORTION OF LOT 50, SAGUARO RANCH II, SEQ #20062170590 SECTION 20, TOWNSHIP 11 SOUTH, RANGE 13 EAST GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

PRV1809-002
PCZ1708-001
PCZ1409-001
PRV0607-003
PRV-0307-002

PRV 1910-001
SHEET 1 OF 2

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\\cp.rickeng.com\projects\T_TUC_F\3169\4407_Wildcat_Canyon\Civil\Phase 1\4407BPH1fp01.dgn 24-APR-2020 09:31

SEQUENCE #2020

SEQUENCE #2020 _____

SEQUENCE #2020

LINE DATA TABLE

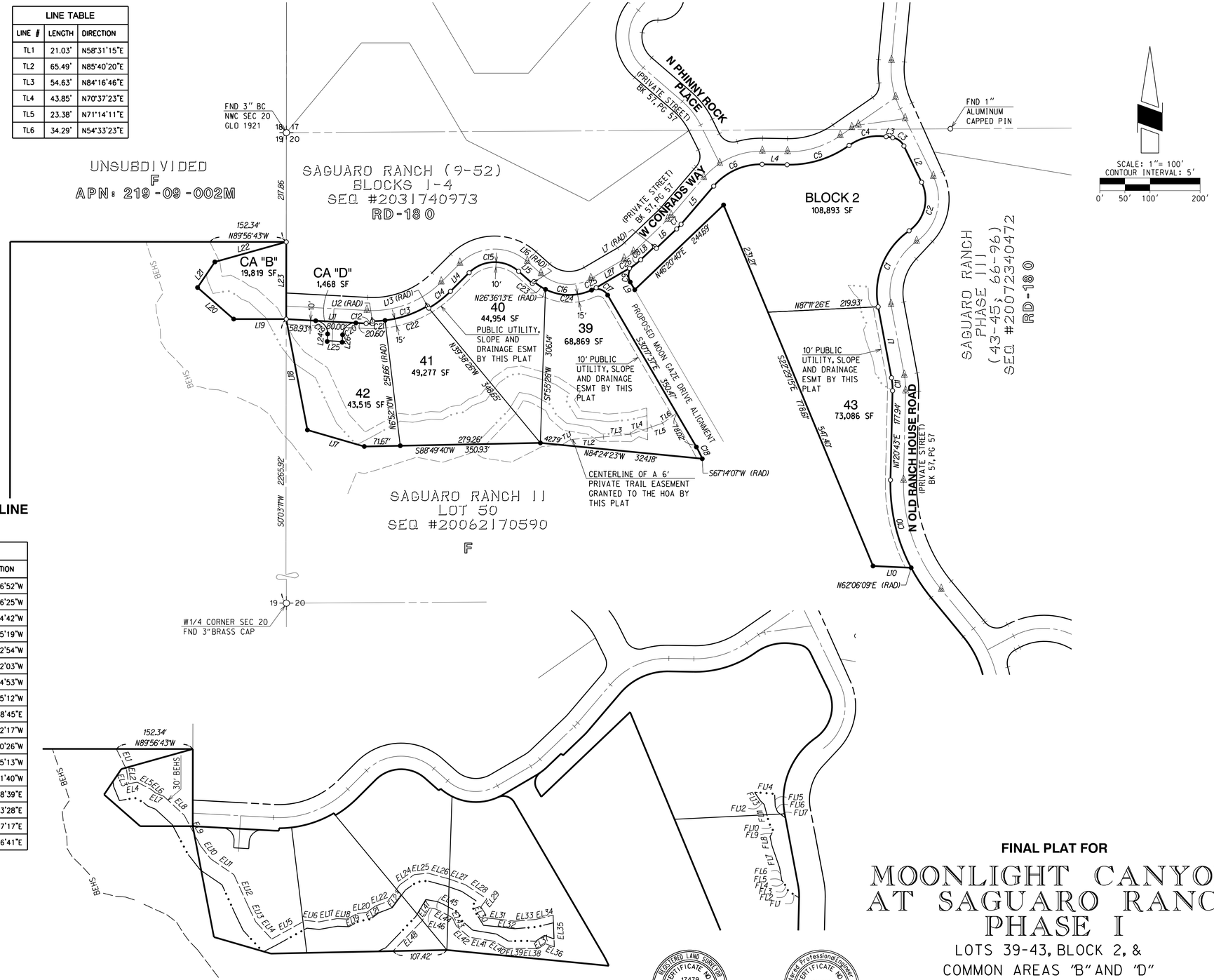
LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	143.98'	N10°38'25"W
L2	80.41'	N26°00'45"W
L3	13.32'	N81°03'25"W
L4	49.82'	N88°59'51"W
L5	100.06'	S40°30'48"W
L6	55.97'	S46°20'40"W
L7	5.00'	N43°39'20"W
L8	38.29'	S46°20'40"W
L9	17.84'	S30°17'37"E
L10	76.15'	S87°18'38"E
L11	159.53'	S86°52'19"E
L12	5.00'	N00°10'08"W
L13	5.00'	S30°39'45"E
L14	52.55'	N45°05'49"E
L15	36.59'	S48°24'59"E
L16	5.00'	N41°35'01"E
L17	118.10'	N73°48'57"W
L18	224.88'	N10°49'12"W
L19	104.67'	N89°56'49"W
L20	95.62'	N48°52'43"W
L21	61.53'	N34°05'36"E
L22	147.83'	N74°21'20"E
L23	153.80'	S00°03'11"W
L24	13.50'	S03°07'41"W
L25	30.00'	S86°52'19"E
L26	13.50'	S03°07'41"W
L27	76.81'	N59°42'23"E

CURVE DATA TABLE

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	172.78'	151.00'	65°33'29"
C2	108.76'	77.00'	80°55'49"
C3	28.82'	30.00'	55°02'40"
C4	77.76'	100.00'	44°33'16"
C5	131.64'	206.00'	36°36'50"
C6	109.27'	124.00'	50°29'21"
C7	12.82'	126.00'	5°49'53"
C8	17.82'	121.00'	8°26'10"
C9	37.12'	25.00'	85°04'27"
C10	181.70'	356.00'	29°14'34"
C11	25.94'	124.00'	11°59'08"
C12	12.72'	221.00'	3°17'49"
C13	114.96'	216.00'	30°29'37"
C14	54.93'	221.00'	14°14'27"
C15	108.68'	72.00'	86°29'12"
C16	122.72'	106.00'	66°20'10"
C17	36.85'	25.00'	84°27'32"
C18	26.15'	199.00'	7°31'44"
C19	39.27'	25.00'	90°00'00"
C20	39.27'	25.00'	90°00'00"
C21	25.26'	216.00'	6°42'02"
C22	89.70'	216.00'	23°47'35"
C23	27.71'	106.00'	14°58'48"
C24	95.01'	106.00'	51°21'22"
C25	10.25'	106.00'	5°32'28"
C26	10.40'	121.00'	4°55'33"

TRAIL LINE DATA TABLE

LINE TABLE		
LINE #	LENGTH	DIRECTION
TL1	21.03'	N58°31'15"E
TL2	65.49'	N85°40'20"E
TL3	54.63'	N84°16'46"E
TL4	43.85'	N70°37'23"E
TL5	23.38'	N71°14'11"E
TL6	34.29'	N54°33'23"E



EROSION HAZARD LINE DATA TABLE

LINE TABLE		
LINE #	LENGTH	DIRECTION
EL1	45.99'	S26°11'05"E
EL2	26.17'	S07°50'16"E
EL3	2.16'	S22°11'40"E
EL4	17.18'	N79°59'07"E
EL5	32.24'	S62°25'52"E
EL6	10.21'	S49°57'02"E
EL7	17.44'	S68°24'55"E
EL8	55.98'	S47°14'43"E
EL9	68.75'	S27°56'46"E
EL10	33.13'	S38°04'51"E
EL11	56.31'	S55°38'09"E
EL12	70.35'	S24°19'09"E
EL13	32.94'	S25°40'14"E
EL14	46.79'	S42°46'41"E
EL15	76.65'	N61°02'36"E
EL16	27.30'	S84°07'07"E
EL17	36.66'	N79°53'18"E
EL18	19.93'	S87°13'40"E
EL19	22.70'	N61°30'34"E
EL20	20.69'	N81°27'49"E
EL21	19.73'	N52°31'50"E
EL22	26.40'	N69°15'41"E
EL23	41.69'	N36°34'00"E
EL24	34.60'	N54°52'11"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
EL25	27.79'	N84°05'24"E
EL26	43.04'	S74°41'21"E
EL27	34.15'	S70°43'43"E
EL28	51.89'	S56°37'41"E
EL29	19.67'	S36°33'16"W
EL30	26.57'	S31°35'24"E
EL31	18.12'	S84°17'08"E
EL32	35.74'	S83°17'08"E
EL33	41.53'	N85°18'39"E
EL34	36.14'	N76°07'48"E
EL35	63.56'	S02°01'12"E
EL36	18.78'	N70°15'55"W
EL37	18.14'	S56°17'31"W
EL38	24.38'	N87°54'58"W
EL39	38.53'	S89°24'10"W
EL40	29.06'	N59°24'13"W
EL41	48.99'	N80°49'04"W
EL42	35.12'	N49°13'02"W
EL43	17.79'	N25°07'47"W
EL44	29.72'	N61°50'32"W
EL45	8.35'	N66°01'23"W
EL46	11.64'	N79°31'59"W
EL47	31.02'	S30°38'31"W
EL48	82.46'	S43°54'31"W

FLOODPLAIN LINE DATA TABLE

LINE TABLE		
LINE #	LENGTH	DIRECTION
FL1	24.37'	N57°46'52"W
FL2	5.03'	N38°26'25"W
FL3	12.88'	N25°24'42"W
FL4	5.13'	N43°25'19"W
FL5	2.43'	N41°42'54"W
FL6	26.10'	N09°42'03"W
FL7	45.91'	N19°04'53"W
FL8	19.11'	N12°05'12"W
FL9	13.29'	N28°28'45"E
FL10	17.18'	N29°02'17"W
FL11	38.61'	N14°30'26"W
FL12	10.62'	N46°15'13"W
FL13	20.63'	N34°01'40"W
FL14	40.12'	S85°18'39"E
FL15	24.56'	S02°43'28"E
FL16	12.58'	S21°47'17"E
FL17	19.68'	S53°06'41"E

BEHS ANNOTATION

FINAL PLAT FOR

MOONLIGHT CANYON AT SAGUARO RANCH PHASE I

LOTS 39-43, BLOCK 2, & COMMON AREAS "B" AND "D"

COMMON AREA "B": (RECREATION)
COMMON AREA "D": (PRIVATE STREET)

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 19 AND A PORTION OF LOT 50, SAGUARO RANCH II, SEQ #20062170590 SECTION 20, TOWNSHIP 11 SOUTH, RANGE 13 EAST GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

REGISTERED LAND SURVEYOR CERTIFICATE NO. 17479 DOUGLAS SCHNEIDER Date Signed ARIZONA U.S.A.

PRELIMINARY

Registered Professional Engineer CERTIFICATE NO. 18602 PAUL J. IEZZI Date Signed ARIZONA U.S.A.

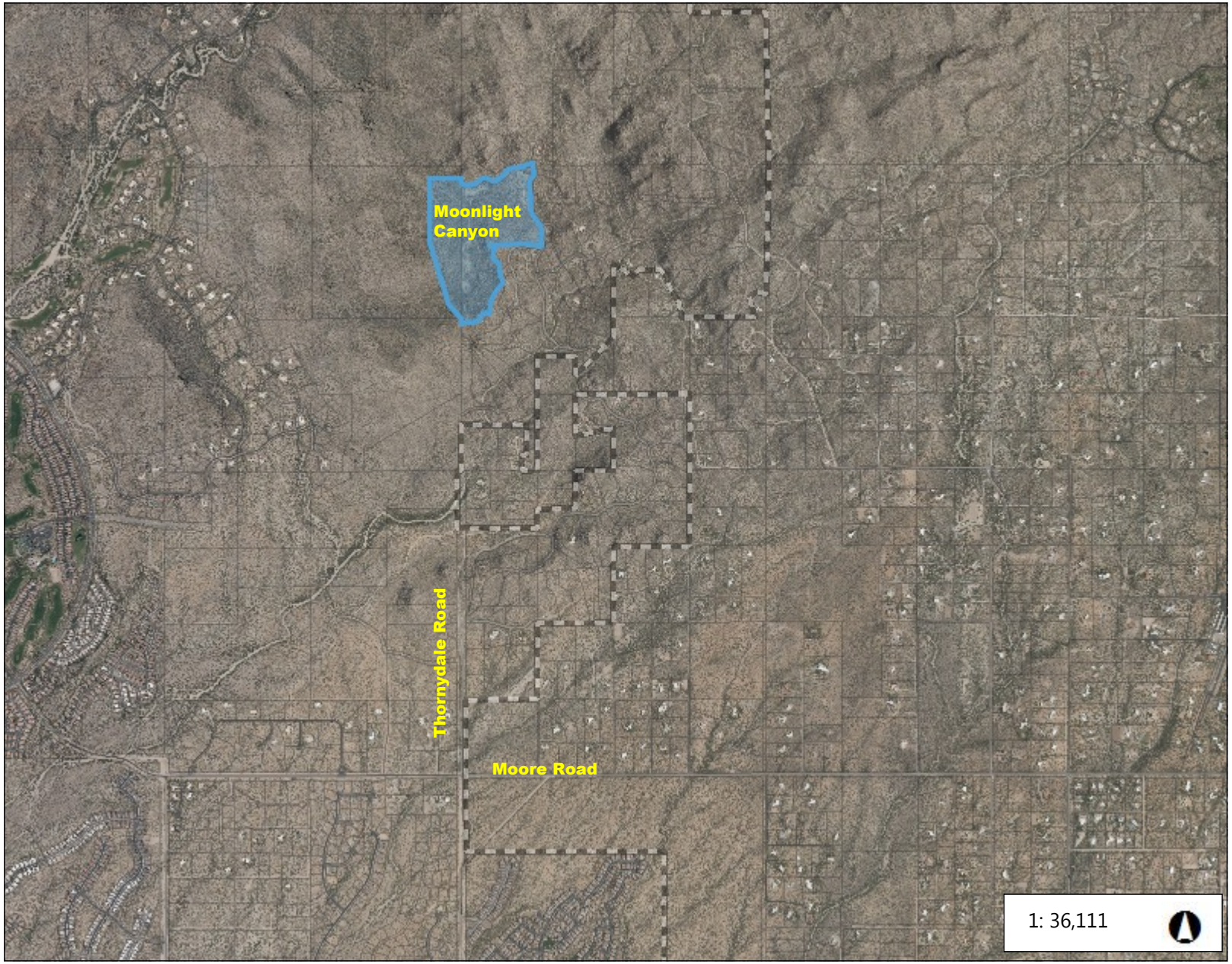
PRV1910-001
SHEET 2 OF 2

RICK ENGINEERING COMPANY
Tucson
3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520-795-1000
J-4407B
rickengineering.com
San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver

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\\cp.rickeng.com\projects\T_TUC_F\3169\4407_Wildcat_Canyon\Civil\Phase 1\TUC CorpStds 2005.dscript
\\cp.rickeng.com\projects\T_TUC_F\3169\4407_Wildcat_Canyon\Civil\Phase 1\4407BPH1fp02.dgn 24-APR-2020 09:31

Town of Marana Planning PRV1910-001 Moonlight Canyon at Saguaro Ranch, Phase 1





Legend

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

Notes

PRV1809-002 Moonlight Canyon at Saguaro Ranch

1.1 0 0.57 1.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

MARANA AZ

Development Services / maranaplanning@maranaAZ.gov
11555 West Civic Center Drive / Marana, AZ 85653
Ph (520) 382-2600 / Fax (520) 382-2641 / maranaAZ.gov

PROJECT APPLICATION

APPLICATION TYPE

❑ Annexation	❑ Development Plan	❑ Development Plan Package	❑ General Plan Amendment
❑ Rezone	❑ Minor Land Division	❑ Significant Land Use Change	❑ Conditional Use Permit
❑ Specific Plan	❑ Landscape Plan	❑ Native Plant Plan/Exception	❑ SWPP
❑ Variance	❑ Hydraulic Model	❑ Sewer Capacity Assurance	❑ Sign Program
☒ Plat	❑ Improvement Plan	❑ Report (Type): _____	❑ Other: _____

PROJECT INFORMATION

Project Name: Moonlight Canyon Phase 1, Block 2, Lots 39-43 and CA 'B' and 'D'			
Description of Project: Large Lot Subdivision			Number of Lots: 5
Parcel No.(s): 219-10-1170			Gross Area (Acres): 9.4
Project Address: 14100 North Thornydale Road			
Ref. Project No.: PRV1809-002, PCZ1708-001, PRV0607-003, PRV-0307-002			

CONTACT INFORMATION

Owner: Title Security Agency, LLC TR# 201905-S	Contact Name: Diane Sloane		
Address: 2730 E. Broadway Blvd. Suite 100	City: Tucson	State: AZ	Zip: 85716
Email: Diane.Sloane@titlesecurity.com	Phone No.: (520) 901-4439		
Applicant: Rick Engineering Company, Inc.	Contact Name: Chuck Martin		
Address: 3945 E. Ft. Lowell Rd. Suite 111	City: Tucson	State: AZ	Zip: 85712
Email: cmartin@rickengineering.com	Phone No.: (520) 795-1000		
Consultant/Engineer: Rick Engineering Company, In	Contact Name: Paul Iezzi, PE		
Address: 3945 E. Ft. Lowell Rd. Suite 111	City: Tucson	State: AZ	Zip: 85712
Email: piezzi@rickengineering.com	Phone No.: (520) 795-1000		

OWNER/APPLICANT AUTHORIZATION

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

Chuck Martin	Chuck Martin	10/8/19
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY
Revision Date 03/29/2019

Project No. PRV1910-001 **Date Received** 10/15/19

Council-Regular Meeting **C6**

Meeting Date: 05/19/2020

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: May 19, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-047: Relating to Development; approving a Final Plat for Moonlight Canyon at Saguaro Ranch, Phase 2, Lots 1-38, Block 1, and Common Areas "A", "C-1", and "C-2" located approximately one mile north of the north terminus of Thornydale Road (Brian D. Varney)

Discussion:

Request
Rick Engineering Company, Inc., representing the property owner, is requesting approval of the Final plat for Moonlight Canyon at Saguaro Ranch, Phase 2, Lots 1-38, Block 1, and Common Areas "A" (private streets), "C-1" (access and utilities), and "C-2" (access and utilities). The 65.39 acre subdivision consists of 38 lots for single-family residential development, .76 miles of new private streets, and 118,474 square feet of open space and recreation use. This is the second of two phases for the Moonlight Canyon development.

Zoning and Land Use
The zoning for the proposed subdivision is 'F' (Saguaro Ranch Specific Plan), and the land use designation is Estate Lots. The Estate Lots designation requires a minimum lot size of 36,000 square feet. This plat proposes a minimum lot size of 44,201 square feet, a maximum of 183,019 square feet, and an average lot size of 65,403 square feet. The gross density proposed is .58 residences per acre. Block 1 within the plat will be dedicated to the Town of Marana for development of a public trail segment, which will eventually tie into the larger network extending from Moore Road northward to the Tortolita Mountain Park. The Town will be responsible for the future construction of the trail at the appropriate time.

Access and Traffic Circulation
Access to the proposed subdivision shall be provided directly from W. Conrad's Way off of N. Old Ranch House Road. The existing streets and all proposed streets are private and will be maintained by the homeowner's association.

Preliminary Plat
The Preliminary Plat for Moonlight Canyon at Saguaro Ranch was approved by the Town Council on February 19, 2019, by the adoption of Resolution No. 2019-010.

Staff Recommendation:

Staff has reviewed the proposed plat against the requirements of the Saguaro Ranch Specific Plan, the Amended and Restated Saguaro Ranch Pre-Annexation and Development Agreement, the approved preliminary plat, as well as the Marana Town Code, 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. 2020-047, approving the Final Plat for Moonlight Canyon at Saguaro Ranch, Phase 2, Lots 1-38, Block 1, and Common Areas "A", "C-1", and "C-2".

Attachments

Resolution No. 2020-047
PRV1910-002 MCSR-2 FP
PRV1910-002 MCSR-2 FP Map
PRV1910-002 MCSR-2 FP App

MARANA RESOLUTION NO. 2020-047

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR MOONLIGHT CANYON AT SAGUARO RANCH, PHASE 2, LOTS 1-38, BLOCK 1, AND COMMON AREAS "A", "C-1", AND "C-2" LOCATED APPROXIMATELY ONE MILE NORTH OF THE NORTH TERMINUS OF THORNYDALE ROAD

WHEREAS the Saguaro Ranch Specific Plan, a minor amendment to the Marana General Plan, and the Amended and Restated Saguaro Ranch Pre-Annexation and Development Agreement were approved by the Marana Town Council on August 4, 2015 by the adoption of Ordinance No. 2015.016; and

WHEREAS an Administrative Change to the Saguaro Ranch Specific Plan allowing the addition of Transfer Parcels into the Plan was approved by the Marana Development Services Director on June 21, 2019; and

WHEREAS Rick Engineering Company, Inc., representing the property owners, has applied for approval of the Final Plat for Moonlight Canyon at Saguaro Ranch, Phase 2, Lots 1-38, Block 1, and Common Area "A", "C-1", and "C-2", consisting of 65.39 acres and located approximately one mile north of the north terminus of Thornydale Road; and

WHEREAS the Mayor and Town Council, at its May 19, 2020 meeting, determined that the Final Plat for Moonlight Canyon at Saguaro Ranch, Phase 2, should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the Final Plat for Moonlight Canyon at Saguaro Ranch, Phase 2, Lots 1-38, Block 1, and Common Areas "A", "C-1", and "C-2" is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of May, 2020.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

BASIS OF BEARINGS

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

GENERAL NOTES

1. THE GROSS AREA OF THIS DEVELOPMENT IS 65.39 AC, 2,848,518 SF.

2. THE EXISTING ZONING IS F - SPECIFIC PLAN.
SAGUARO RANCH SPECIFIC PLAN

3. THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS OF MARANA ORDINANCE # 2015.016 ESTABLISHING THE SAGUARO RANCH SPECIFIC PLAN AND APPROVING THE AMENDED AND RESTATED SAGUARO RANCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT AND THE ADMINISTRATIVE CHANGE TO THE SAGUARO RANCH SPECIFIC PLAN APPROVED BY THE TOWN ON JUNE 21, 2019.

4. THE TOTAL NUMBER OF RESIDENTIAL LOTS IS 38; DENSITY IS 0.58 RAC.

5. THE MINIMUM ALLOWABLE LOT SIZE: 36,000 SF.
THE MINIMUM LOT SIZE IS 44,201 SF.
THE MAXIMUM LOT SIZE IS 183,019 SF.
THE AVERAGE LOT SIZE IS 65,403 SF.

6. MAXIMUM BUILDING HEIGHT ALLOWED IS 30 FEET.

7. DEVELOPMENT STANDARDS: ESTATE LOTS
MINIMUM SITE SETBACKS:
FRONT: 30'
SIDE ENTRY GARAGE 15'
SIDE: 10'
STREET SIDE: 20'
REAR: 20'

8. ALL REQUIRED PARKING WILL BE OFF STREET, ON-SITE:
PARKING SPACES REQUIRED: 2 FOR EACH FAMILY OR UNIT = 10 SPACES.
PARKING SPACES PROVIDED: 2 PER GARAGE & 1 PER DRIVEWAY = 15 SPACES.

9. LAND USES:

BLOCK 1	118,474 SF
LOTS 1-38	2,485,309 SF
COMMON AREA 'A'	228,544 SF
COMMON AREA 'B'	16,190 SF

11. NO FURTHER LOT SPLITTING WILL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.

12. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH ANY DEED RESTRICTIONS OR EASEMENTS.

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

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

16. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAY AND DRAINAGE STRUCTURES PRIOR TO THE RELEASE OF ASSURANCES.

17. THE TOTAL MILES OF NEW PRIVATE STREETS 0.01

18. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF TUCSON SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER ARS 45-576

19. INTERIOR PROPERTY CORNERS SHALL BE MONUMENTED AS SOON AS COMPLETION OF THE INFRASTRUCTURE AND IMPROVEMENTS MAKE IT PRACTICAL TO DO SO. IF SUCH MONUMENTS SHOULD DIFFER FROM THE TYPE DESCRIBED ON THE FINAL PLAT, A RECORD OF SURVEY SHALL BE FILED SHOWING THOSE DIFFERENCES. ALL MONUMENTS SET SHALL BE UNDER THE DIRECT SUPERVISION OF THE SURVEYOR OF RECORD. IF FOR ANY REASON THE SURVEYOR OF RECORD IS NOT AVAILABLE TO SUPERVISE THE SETTING OF THE INTERIOR CORNER MONUMENTS, SUBSEQUENT TO THE RECORDING OF THE FINAL PLAT, THE REPLACEMENT SURVEYOR SHALL SET MONUMENTS WITH HIS/HER IDENTIFYING NUMBER AND A RECORD OF SURVEY SHALL BE RECORDED IN ACCORDANCE WITH ARIZONA STATE STATUTES.

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

21. ALL HOMES WILL BE PROVIDED WITH A FIRE SPRINKLER SYSTEM.

22. THIS SUBDIVISION IS A RESUBDIVISION OF A PORTION OF LOT 50 OF SAGUARO RANCH, SEQ#20162170590, BOOK 61, PAGE 89 AND BOOK 57, PAGE 57, AND SUPERSEDES AND REPLACES ANY PROVISIONS OR RESTRICTIONS THEREOF AS TO THE SUBDIVISION.

DEDICATION

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

I HEREBY DEDICATE TO THE TOWN OF MARANA ALL PUBLIC EASEMENTS, UTILITY EASEMENTS AS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, PUBLIC AND PRIVATE UTILITIES.

I HEREBY DEDICATE TO THE TOWN OF MARANA BLOCK 1 AS SHOWN ON THIS PLAT.

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

THE PRIVATE INGRESS/EGRESS AND PUBLIC UTILITY EASEMENT AS SHOWN ON LOT 14 OF THIS PLAT IS RESERVED FOR THE NON-EXCLUSIVE USE AND CONVENIENCE OF LOT 14 AND LOT 55, SAGUARO RANCH II, BOOK 61, PAGE 89, PIMA COUNTY, ARIZONA.

THE PRIVATE TRAIL EASEMENT AS SHOWN ON THIS PLAT IS RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, THEIR GUESTS AND INVITEES.

COMMON AREAS AS SHOWN ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, THEIR GUESTS AND INVITEES. COMMON AREAS ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, UNDERGROUND PUBLIC AND PRIVATE UTILITIES AND SEWERS. PRIVATE DRAINAGEWAYS ARE ALSO RESERVED FOR THE FLOW OF WATER, WHETHER SURFACE, FLOOD, OR RAINFALL, FROM THIS SUBDIVISION AND OTHER LANDS AS APPROVED BY THE TOWN ENGINEER. TITLE TO ALL PRIVATE DRAINAGEWAYS AND COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AT SEQ #20141270119 BY SUPPLEMENTAL DECLARATION RECORDED AT SEQ #20201130756, IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE MEMBER OF THE ASSOCIATION, WHICH IS RESPONSIBLE FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF THE PRIVATE DRAINAGEWAYS AND COMMON AREAS WITHIN THIS SUBDIVISION.

TITLE SECURITY AGENCY LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 201906-S, AS TRUSTEE ONLY AND NOT AND NOT IN ITS CORPORATE CAPACITY.

BY: _____
DIANE L. SLOANE, TRUST OFFICER DATE

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) SS.
COUNTY OF PIMA)

ON THIS___ DAY OF_____, 2020, BEFORE ME PERSONALLY APPEARED DIANE L. SLOANE WHO ACKNOWLEDGED TO BE THE TRUST OFFICIAL OF TITLE SECURITY AGENCY LLC, A DELEWARE LIMITED LIABILRITY COMPANY, AS TRUSTEE UNDER TRUST NO. 201906-S, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

_____
MY COMMISSION EXPIRES NOTARY PUBLIC

BENEFICIARY

* PURSUANT TO A.R.S. SECTION 33-404(B), THE NAME AND ADDRESS OF THE SOLE BENEFICIARY OF TRUST NO. 201906-S, DESCRIBED ABOVE AS DISCLOSED BY THE RECORDS OF SAID TRUST IS:

SAGUARO PROPERTY DEVELOPMENT, LLC
2601 FOURTH AVENUE, 6TH FLOOR
SEATTLE, WASHINGTON 98121
PHONE: (206) 448-1992
SCOTT LUNDBERG (sflundberg@glpattorneys.com)
BRIAN PESCHEL (bpeschel@glpattorneys.)

ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST # 201906-S FROM TITLE SECURITY LLC, A DELAWARE CORPORATION AS RECORDED AT SEQ#2020 _____IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, ELECTRIC, GAS AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS FOR DESIGN AND CONSTRUCTION.

BY: _____
TOWN OF MARANA DATE

RECORDING

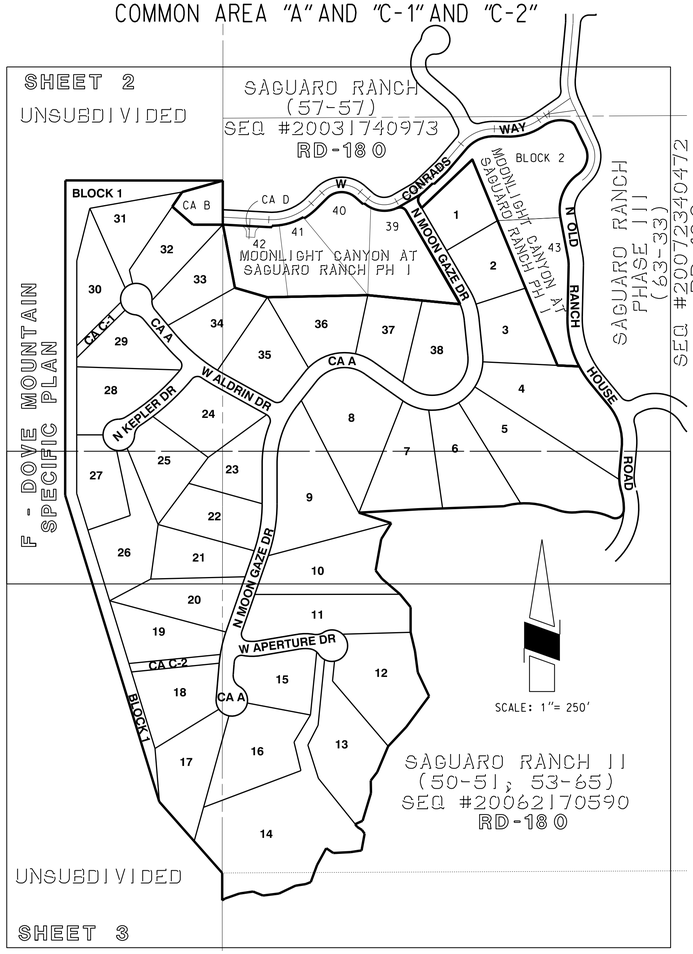
SEQ: #2020_____

FEE: _____

STATE OF ARIZONA)
) SS.
COUNTY OF PIMA)

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

FINAL PLAT FOR
MOONLIGHT CANYON AT SAGUARO RANCH PHASE 2
LOTS 1-38, BLOCK 1 & COMMON AREA "A" AND "C-1" AND "C-2"



TOWN OF MARANA APPROVALS

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

_____
MARANA DEVELOPMENT SERVICES DIRECTOR 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.

_____
CLERK OF THE TOWN OF MARANA DATE

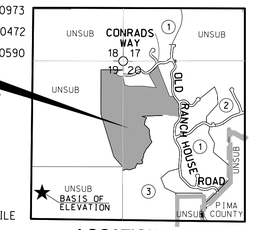
ADMINISTRATIVE ADDRESS:

14100 NORTH THORNYDALE ROAD, MARANA, ARIZONA 85658

SHEET INDEX

1. COVER SHEET
2-3. PLAT SHEETS
4-5. FLOODPLAIN SHEETS

① SEQ #20031740973
② SEQ #20072340472
③ SEQ #20062170590



SCALE: 3"= 1 MILE

LOCATION MAP

SECTIONS 19 &20, T 11 S, R 13 E
G & SRM, TOWN OF MARANA
PIMA COUNTY, ARIZONA

LEGEND

SYMBOL	ITEM
▲	SURVEY MONUMENT PER FINAL PLAT BK 57, PG 57 (OR AS NOTED)
○	FOUND SURVEY MONUMENT, RLS 17479 (1/2" IRON PIN OR AS NOTED)
●	LOT CORNER TO BE SET BY RLS FOLLOWING COMPLETION OF CONSTRUCTION (SEE GENERAL NOTE 19)
▣	MARANA M-103-B SURVEY MONUMENT TO BE STAMPED BY RLS FOLLOWING COMPLETION OF CONSTRUCTION
(RAD)	INDICATES BEARING IS RADIAL
SVT	SIGHT VISIBILITY TRIANGLE
14 13 / 24 23	SECTION CORNER
14 13	QUARTER SECTION CORNER
23	LOT NUMBER
———	EXIST R/W
———	SECTION LINE
———	SUBDIVISION BOUNDARY
———	LOT LINE
———	CENTERLINE
———	EASEMENT BOUNDARY
—— BEHS ——	BUILDING EROSION HAZARD SETBACK LIMIT
——•——	PROPOSED 100-YEAR REGULATORY FLOODPLAIN LIMIT
★	ACCESS SIDE (FOR ADDRESSING PURPOSES ONLY)

ASSURED WATER SUPPLY

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

BY: _____

ITS: _____
CITY OF TUCSON WATER DEPARTMENT DATE

CERTIFICATIONS

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

REGISTERED LAND SURVEYOR CERTIFICATE NO. 17479 DOUGLAS E. SCHNEIDER Date Signed ARIZONA U.S.A.

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

Registered Professional Engineer (Civil) CERTIFICATE NO. 18602 PAUL J. IEZZI Date Signed ARIZONA U.S.A.

FINAL PLAT FOR
MOONLIGHT CANYON AT SAGUARO RANCH PHASE 2
LOTS 1-38, BLOCK 1 & COMMON AREAS "A" AND "C-1" AND "C-2"

COMMON AREA "A": (RECREATION)
COMMON AREA "C-1" & "C-2" (ACCESS AND UTILITIES)

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 19 AND A PORTION OF LOT 50, SAGUARO RANCH II, SEQ#20062170590 SECTION 20, TOWNSHIP 11 SOUTH, RANGE 13 EAST GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

PRV1809-002
PCZ1708-001
PCZ1409-001
PRV0607-003
PRV-0307-002

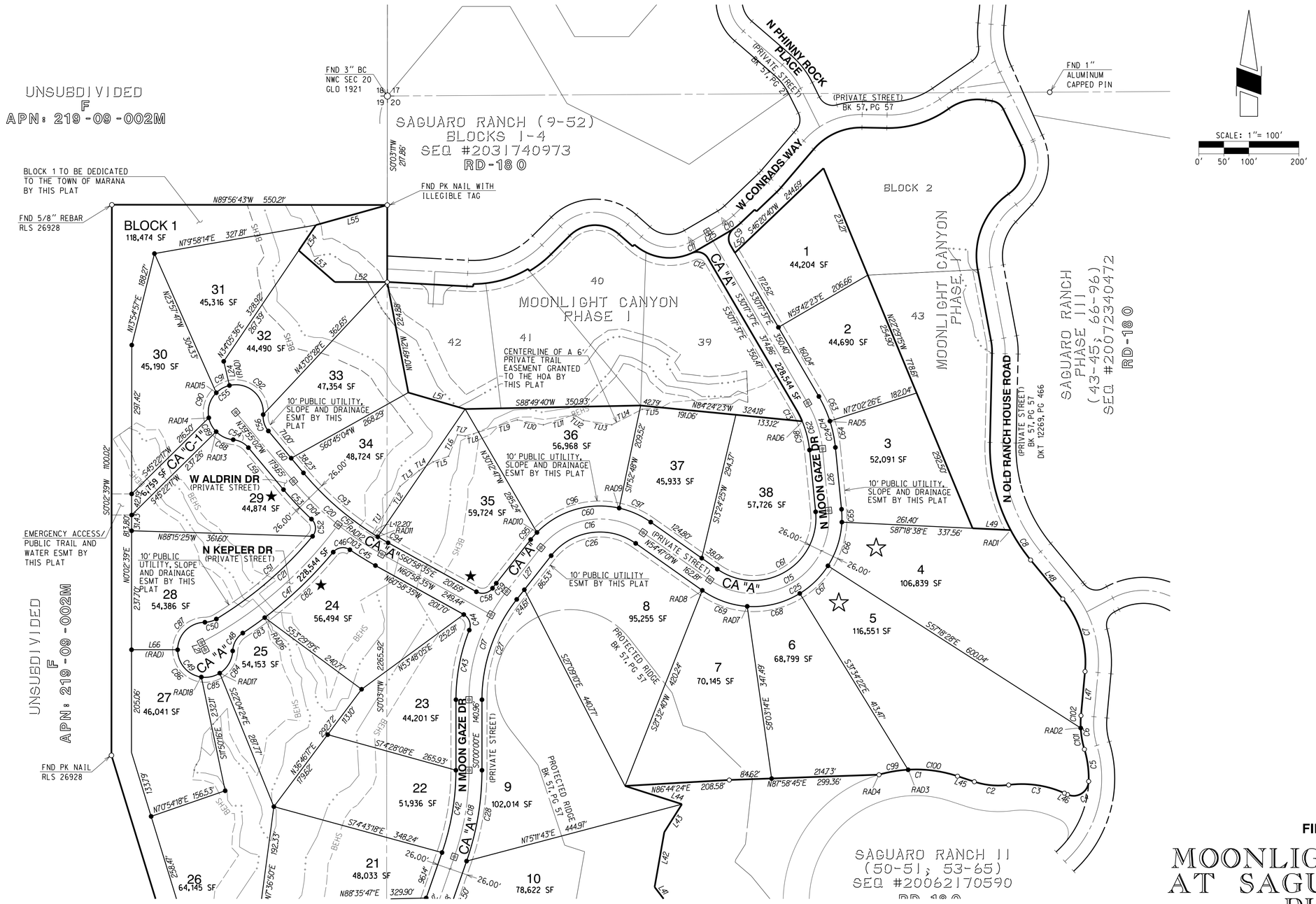
PRV1910-002
SHEET 1 OF 5

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RICK ENGINEERING COMPANY
Tucson
3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520-795-1000
J-4407B
San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver
rickengineering.com

\\cp.rickeng.com\projects\T_TUC_F\3169\4407_Wildcat_Canyon\Civil\Phase 2\TUC CorpStds 2005.dscrip\\cp.rickeng.com\projects\T_TUC_F\3169\4407_Wildcat_Canyon\Civil\Phase 2\4407BPH2fp01.dgn 24-APR-2020 09:28

SEQUENCE #2020


UNSUBDIVIDED
F
APN: 219-09-002M
FND 3" BC
NWC SEC 20
GLO 1921
SAGUARO RANCH (9-52)
BLOCKS 1-4
SEQ #2031740973
RD-180
N PHINNY ROCK PLACE
(PRIVATE STREET)
BK 57, PG 57
FND 1" ALUMINUM CAPPED PIN
SCALE: 1"= 100'
0' 50' 100' 200'
BLOCK 1 TO BE DEDICATED TO THE TOWN OF MARANA BY THIS PLAT
FND 5/8" REBAR RLS 26928
FND PK NAIL WITH ILLEGIBLE TAG
BLOCK 1
118,474 SF
W CONRADS WAY
BLOCK 2
MOONLIGHT CANYON PHASE I
CENTERLINE OF A 6' PRIVATE TRAIL EASEMENT GRANTED TO THE HOA BY THIS PLAT
10' PUBLIC UTILITY, SLOPE AND DRAINAGE ESMT BY THIS PLAT
10' PUBLIC UTILITY ESMT BY THIS PLAT
10' PUBLIC UTILITY, SLOPE AND DRAINAGE ESMT BY THIS PLAT
W ALDRIN DR
(PRIVATE STREET)
N KEPLER DR
(PRIVATE STREET)
N MOON GAZE DR
(PRIVATE STREET)
N OLD RANCH HOUSE ROAD
(PRIVATE STREET)
BK 57, PG 57
DKT 12263, PG 466
EMERGENCY ACCESS/ PUBLIC TRAIL AND WATER ESMT BY THIS PLAT
10' PUBLIC UTILITY, SLOPE AND DRAINAGE ESMT BY THIS PLAT
PROTECTED RIDGE BK 57, PG 57
FND PK NAIL RLS 26928
UNSUBDIVIDED
APN: 219-09-002M
SAGUARO RANCH PHASE III
(43-45; 66-96)
SEQ #20072340472
RD-180
SAGUARO RANCH II
(50-51, 53-65)
SEQ #20062170590
RD-180
1 44,204 SF
2 44,690 SF
3 52,091 SF
4 106,839 SF
5 116,551 SF
6 68,799 SF
7 70,145 SF
8 95,255 SF
9 102,014 SF
10 78,622 SF
21 48,033 SF
22 51,936 SF
23 44,201 SF
24 56,494 SF
25 54,153 SF
26 64,145 SF
27 46,041 SF
28 54,386 SF
29 ★ 44,874 SF
30 45,190 SF
31 45,316 SF
32 44,490 SF
33 47,354 SF
34 48,724 SF
35 59,724 SF
36 56,968 SF
37 45,933 SF
38 57,726 SF
39
40
41
42
43
CA "A"
CA "C-1"
CA "A1"
N89°56'43"W 550.21'
N79°58'14"E 327.81'
N13°54'57"E 188.27'
N23°59'41"W 304.33'
N13°05'36"E 328.92'
N43°07'38"E 362.65'
N42°48'40"W 267.39'
S88°49'40"W 350.93'
N84°24'23"W 324.18'
S30°11'37"E 350.40'
S30°11'37"E 374.86'
S30°11'37"E 350.47'
S30°11'37"E 228.54 SF
N59°42'23"E 206.66'
N22°29'15"W 778.61'
N72°02'28"E 182.04'
S45°20'40"W 244.53'
S87°18'28"E 600.04'
S37°34'22"E 413.47'
S27°32'40"W 420.24'
S20°09'10"E 440.77'
S8°03'14"E 347.49'
S5°24'25"W 294.37'
S5°52'46"W 209.52'
S0°03'11"W 217.86'
S0°02'39"W 1100.02'
S0°02'39"W 863.80'
S0°02'39"W 237.70'
S0°03'11"W 2265.92'
S0°07'00"E 140.36'
S1°50'16"E 287.77'
S22°04'24"E 232.11'
S55°29'19"E 240.77'
N5°48'05"E 252.91'
N67°58'35"W 201.69'
N67°58'35"W 201.70'
N67°58'35"W 248.44'
S60°45'04"W 268.29'
S60°45'04"W 71.00'
S45°22'17"W 236.26'
S45°22'17"W 216.55'
S45°22'17"W 179.85'
N35°50'02"W 179.85'
N38°46'17"E 179.62'
N7°05'41"E 153.79'
N7°05'41"E 156.53'
N0°36'50"E 192.33'
N0°12'39"E 237.26'
N0°12'39"E 863.80'
N88°15'25"W 361.60'
N88°35'47"E 329.90'
S7°43'18"E 348.24'
S7°43'18"E 265.93'
N75°11'43"E 444.91'
N86°44'24"E 208.58'
N87°58'45"E 299.36'
S87°18'28"E 261.40'
S87°18'38"E 337.56'
N54°47'10"W 162.28'
N54°47'10"W 38.01'
S7°24'25"W 38.01'
S0°07'00"E 292.50'
S0°07'00"E 292.50'
S0°07'00"E 292.50

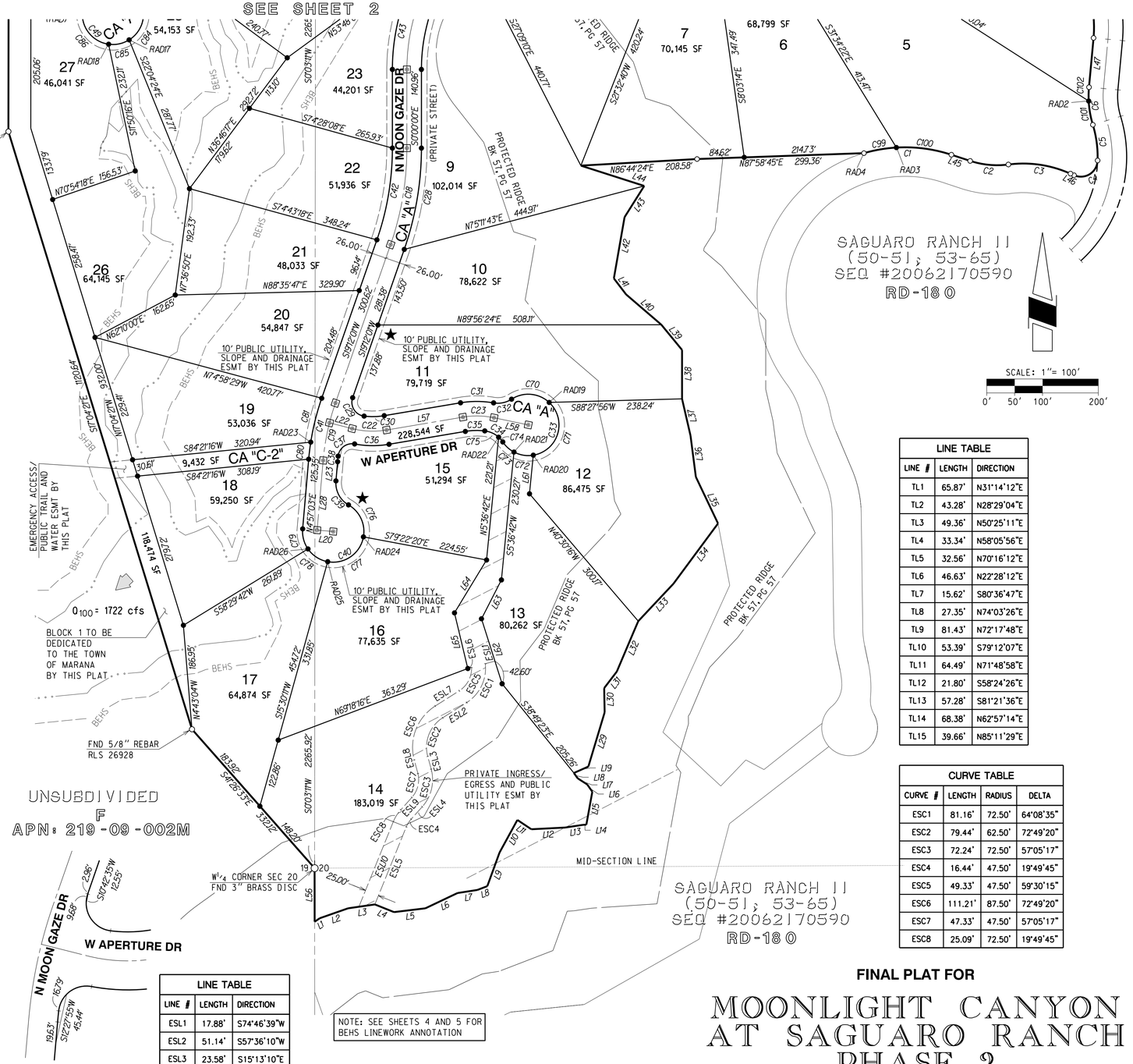
LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	11.14'	N55°46'11"E
L2	53.77'	N70°39'13"E
L3	48.48'	N81°52'32"E
L4	36.92'	S68°12'45"E
L5	56.64'	N83°03'07"E
L6	63.78'	N64°33'09"E
L7	36.07'	N81°15'36"E
L8	19.10'	N68°58'33"E
L9	64.16'	N19°59'46"E
L10	66.50'	N28°45'12"E
L11	30.02'	S56°08'10"E
L12	60.66'	N87°00'37"E
L13	32.42'	N81°34'56"E
L14	5.95'	N86°11'23"E
L15	59.89'	N10°16'56"E
L16	15.91'	N34°54'19"W
L17	20.31'	N56°57'32"W
L18	11.73'	N35°47'05"W
L19	28.47'	N65°59'43"E
L20	29.00'	S85°02'57"E
L21	16.59'	S27°41'16"E
L22	42.01'	S75°48'37"E
L23	34.60'	S04°57'03"W
L24	49.54'	N13°17'13"W
L25	76.81'	S59°42'23"W
L26	124.08'	S05°40'08"E
L27	111.14'	S38°13'04"W
L28	125.35'	S04°57'03"W
L29	101.30'	N16°41'16"E
L30	43.52'	N01°01'10"W
L31	37.28'	N37°29'11"E
L32	98.25'	N23°00'12"E
L33	92.12'	N43°12'41"E
L34	134.19'	N36°31'51"E
L35	92.56'	N25°26'33"W
L36	74.61'	N07°23'28"W
L37	67.48'	N12°54'58"W
L38	87.70'	N00°00'00"E
L39	58.44'	N39°18'33"W
L40	83.40'	N49°21'47"W
L41	36.18'	N37°19'25"W
L42	111.29'	N09°55'59"E
L43	66.19'	N32°14'41"E
L44	119.35'	N72°14'54"W
L45	35.36'	S71°46'01"E
L46	6.95'	S65°52'30"E
L47	88.63'	N05°15'47"E
L48	100.97'	N39°28'51"W
L49	76.15'	N87°18'38"W
L50	17.84'	N30°17'37"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L51	118.10'	N73°48'57"W
L52	104.67'	N89°56'49"W
L53	95.62'	N48°52'43"W
L54	61.53'	N34°05'36"E
L55	147.83'	N74°21'20"E
L56	95.97'	S00°02'20"E
L57	138.70'	N80°25'57"E
L58	62.86'	S78°11'31"E
L59	109.23'	N39°55'02"W
L60	109.23'	S39°55'02"E
L61	69.52'	N05°36'42"E
L62	122.16'	S17°36'33"E
L63	78.30'	S27°09'38"W
L64	110.84'	N31°15'17"E
L65	102.49'	N13°29'18"W
L66	92.08'	S89°57'21"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
RAD1	356.00'	N62°06'09"E
RAD2	176.00'	N87°10'45"E
RAD3	265.32'	S03°22'48"E
RAD4	265.32'	S16°08'49"E
RAD5	251.00'	S72°02'26"W
RAD6	199.00'	S67°14'07"W
RAD7	177.00'	N03°58'28"E
RAD8	177.00'	N35°12'59"E
RAD9	176.00'	S12°36'30"W
RAD10	176.00'	S45°36'31"E
RAD11	600.00'	N31°17'42"E
RAD12	800.00'	N53°43'01"W
RAD13	55.00'	N45°22'17"E
RAD14	55.00'	N78°25'37"E
RAD15	55.00'	S44°56'25"E
RAD16	826.00'	N37°06'42"W
RAD17	55.00'	N31°56'45"W
RAD18	55.00'	N08°00'01"E
RAD19	55.00'	S42°57'50"W
RAD20	55.00'	N09°23'01"W
RAD21	55.00'	N27°47'54"E
RAD22	45.00'	S41°51'23"W
RAD23	450.00'	S81°08'06"E
RAD24	55.00'	N79°53'14"W
RAD25	55.00'	N10°22'32"E
RAD26	55.00'	N55°23'55"E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	159.20'	265.32'	34°22'47"
C2	69.40'	155.00'	25°39'20"
C3	113.98'	207.00'	31°32'51"
C4	58.84'	30.00'	112°22'36"
C5	64.81'	199.00'	18°39'32"
C6	68.11'	176.00'	22°10'25"
C7	155.40'	199.00'	44°44'38"
C8	71.97'	356.00'	11°35'00"
C9	37.12'	25.00'	85°04'27"
C10	10.40'	121.00'	4°55'33"
C11	10.25'	106.00'	5°32'28"
C12	36.85'	25.00'	84°27'32"
C13	26.15'	199.00'	7°31'44"
C14	96.70'	225.00'	24°37'29"
C15	344.94'	151.00'	130°53'07"
C16	227.76'	150.00'	86°59'54"
C17	233.46'	350.00'	38°13'04"
C18	176.27'	526.00'	19°12'01"
C19	105.45'	424.00'	14°14'58"
C20	230.09'	626.00'	21°03'33"
C21	363.44'	800.00'	26°01'45"
C22	62.20'	150.00'	23°45'26"
C23	55.96'	150.00'	21°22'32"
C24	107.88'	251.00'	24°37'29"
C25	404.33'	177.00'	130°53'07"
C26	188.28'	124.00'	86°59'54"
C27	216.12'	324.00'	38°13'04"
C28	184.98'	552.00'	19°12'01"
C29	44.52'	25.00'	102°01'43"
C30	36.23'	124.00'	16°44'20"
C31	59.53'	176.00'	19°22'53"
C32	33.68'	45.00'	42°52'47"
C33	258.58'	55.00'	269°22'09"
C34	39.07'	45.00'	49°44'23"
C35	34.91'	124.00'	16°07'52"
C36	62.08'	176.00'	20°12'31"
C37	41.12'	25.00'	94°15'01"
C38	10.00'	398.00'	1°26'24"
C39	51.18'	45.00'	65°09'55"
C40	235.34'	55.00'	245°09'55"
C41	111.91'	450.00'	14°14'58"
C42	167.55'	500.00'	19°12'01"
C43	142.48'	376.00'	21°42'44"
C44	36.08'	25.00'	82°41'19"
C45	59.99'	652.00'	5°16'19"
C46	36.90'	25.00'	84°34'03"
C47	243.38'	826.00'	16°52'56"
C48	42.59'	45.00'	54°13'49"
C49	256.34'	55.00'	267°02'32"
C50	24.11'	45.00'	30°41'36"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C51	254.63'	774.00'	18°50'57"
C52	37.94'	25.00'	86°56'29"
C53	81.31'	652.00'	7°08'42"
C54	35.16'	45.00'	44°45'54"
C55	258.73'	55.00'	269°31'49"
C56	35.16'	45.00'	44°45'54"
C57	220.53'	600.00'	21°03'33"
C58	36.08'	25.00'	82°41'52"
C59	12.42'	376.00'	1°53'32"
C60	267.24'	176.00'	86°59'54"
C61	285.55'	125.00'	130°53'07"
C62	85.53'	199.00'	24°37'29"
C63	54.03'	251.00'	12°20'03"
C64	53.84'	251.00'	12°17'26"
C65	25.82'	177.00'	8°21'30"
C66	92.69'	177.00'	30°00'10"
C67	79.50'	177.00'	25°44'05"
C68	109.81'	177.00'	35°32'50"
C69	96.51'	177.00'	31°14'31"
C70	72.98'	55.00'	76°01'46"
C71	122.54'	55.00'	127°39'10"
C72	35.69'	55.00'	37°10'55"
C73	27.36'	55.00'	28°30'19"
C74	11.35'	45.00'	14°26'50"
C75	27.72'	45.00'	35°17'34"
C76	67.51'	55.00'	70°19'38"
C77	86.65'	55.00'	90°15'47"
C78	43.22'	55.00'	45°01'22"
C79	37.97'	55.00'	39°33'08"
C80	30.74'	450.00'	3°54'51"
C81	81.17'	450.00'	10°20'07"
C82	189.73'	826.00'	13°09'38"
C83	53.65'	826.00'	3°43'18"
C84	53.44'	55.00'	55°40'29"
C85	38.35'	55.00'	39°56'46"
C86	78.76'	55.00'	82°02'38"
C87	85.80'	55.00'	89°22'39"
C88	38.45'	55.00'	40°03'13"
C89	31.73'	55.00'	33°03'21"
C90	54.36'	55.00'	56°37'58"
C91	30.38'	55.00'	31°39'12"
C92	103.80'	55.00'	108°08'05"
C93	196.75'	600.00'	18°47'16"
C94	23.79'	600.00'	2°16'17"
C95	18.96'	176.00'	6°10'25"
C96	178.83'	176.00'	58°13'01"
C97	69.45'	176.00'	22°36'28"
C98	59.38'	199.00'	17°05'45"
C99	59.12'	265.32'	12°46'00"
C100	100.08'	265.32'	21°36'47"
C101	43.28'	175.98'	14°05'27"
C102	24.83'	176.01'	8°05'01"
C103	105.30'	626.00'	9°38'17"
C104	124.78'	626.00'	11°25'16"



SVT DETAIL
NTS

LINE TABLE		
LINE #	LENGTH	DIRECTION
ESL1	17.88'	S74°46'39"W
ESL2	51.14'	S57°36'10"W
ESL3	23.58'	S15°13'10"E
ESL4	29.98'	S41°52'08"W
ESL5	149.97'	S22°02'23"W
ESL6	7.01'	N74°46'39"E
ESL7	51.14'	S57°36'10"W
ESL8	23.58'	S15°13'10"E
ESL9	29.98'	S41°52'08"W
ESL10	164.50'	S22°02'23"W

NOTE: SEE SHEETS 4 AND 5 FOR BEHS LINEWORK ANNOTATION

LINE TABLE		
LINE #	LENGTH	DIRECTION
TL1	65.87'	N31°14'12"E
TL2	43.28'	N28°29'04"E
TL3	49.36'	N50°25'11"E
TL4	33.34'	N58°05'56"E
TL5	32.56'	N70°16'12"E
TL6	46.63'	N22°28'12"E
TL7	15.62'	S80°36'47"E
TL8	27.35'	N74°03'26"E
TL9	81.43'	N72°17'48"E
TL10	53.39'	S79°12'07"E
TL11	64.49'	N71°48'58"E
TL12	21.80'	S58°24'26"E
TL13	57.28'	S81°21'36"E
TL14	68.38'	N62°57'14"E
TL15	39.66'	N85°11'29"E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
ESC1	81.16'	72.50'	64°08'35"
ESC2	79.44'	62.50'	72°49'20"
ESC3	72.24'	72.50'	57°05'17"
ESC4	16.44'	47.50'	19°49'45"
ESC5	49.33'	47.50'	59°30'15"
ESC6	111.21'	87.50'	72°49'20"
ESC7	47.33'	47.50'	57°05'17"
ESC8	25.09'	72.50'	19°49'45"

FINAL PLAT FOR

MOONLIGHT CANYON AT SAGUARO RANCH PHASE 2

LOTS 1-38, BLOCK 1 &
COMMON AREAS "A" AND "C-1" AND "C-2"

COMMON AREA "A": (RECREATION)
COMMON AREA "C-1" & "C-2" (ACCESS AND UTILITIES)

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 19
AND A PORTION OF LOT 50, SAGUARO RANCH II, SEQ#20062170590
SECTION 20, TOWNSHIP 11 SOUTH, RANGE 13 EAST
GILA & SALT RIVER MERIDIAN, TOWN OF MARANA,
PIMA COUNTY, ARIZONA.

REGISTERED LAND SURVEYOR CERTIFICATE NO. 17479 DOUGLAS SCHNEIDER Date Signed ARIZONA U.S.A.

PRELIMINARY

Registered Professional Engineer (Civil) CERTIFICATE NO. 18602 PAUL J. IEZZI Date Signed ARIZONA U.S.A.

PRV1910-002
SHEET 3 OF 5

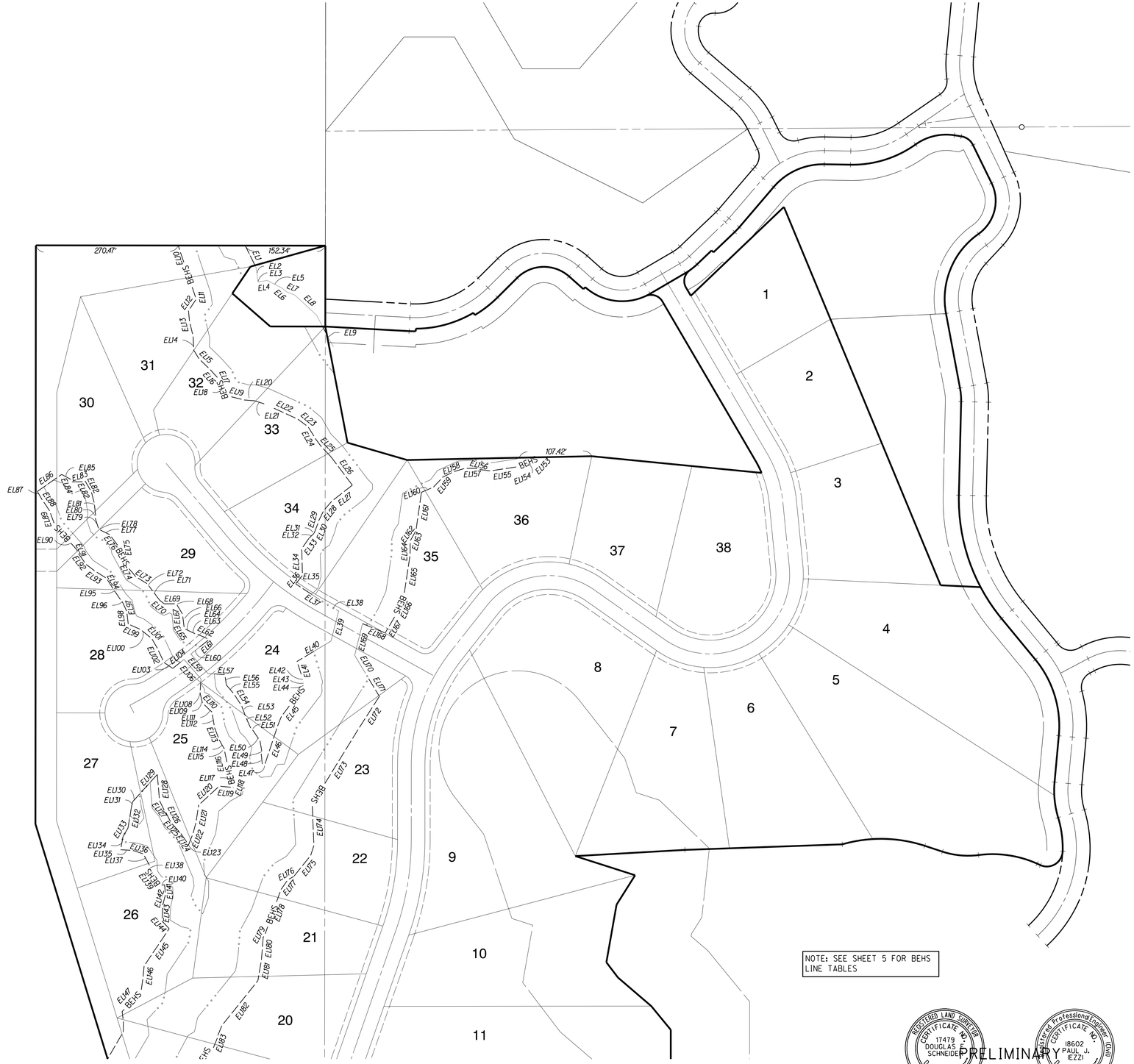
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SEQUENCE #2020



NOTE: SEE SHEET 5 FOR BEHS LINE TABLES

SEE SHEET 5

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
17479
DOUGLAS A. SCHNEIDER
Date Signed
ARIZONA U.S.A.

PRELIMINARY

Registered Professional Engineer (Civil)
CERTIFICATE NO.
18602
PAUL J. IEZZI
Date Signed
ARIZONA U.S.A.

FINAL PLAT FOR

MOONLIGHT CANYON AT SAGUARO RANCH PHASE 2

LOTS 1-38, BLOCK 1 & COMMON AREAS "A" AND "C-1" AND "C-2"

COMMON AREA "A": (RECREATION)
COMMON AREA "C-1" & "C-2" (ACCESS AND UTILITIES)

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 19 AND A PORTION OF LOT 50, SAGUARO RANCH II, SEQ#20062170590 SECTION 20, TOWNSHIP 11 SOUTH, RANGE 13 EAST GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

PRV1910-002
SHEET 4 OF 5

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LINE TABLE		
LINE #	LENGTH	DIRECTION
EL1	45.99'	S26°11'05"E
EL2	26.17'	S07°50'16"E
EL3	2.16'	S22°11'40"E
EL4	17.18'	N79°59'07"E
EL5	32.24'	S62°25'52"E
EL6	10.21'	S49°57'02"E
EL7	17.44'	S68°24'55"E
EL8	55.98'	S47°14'43"E
EL9	68.75'	S27°56'46"E
EL10	102.11'	S18°32'39"E
EL11	7.36'	S08°21'37"E
EL12	27.89'	S35°11'57"W
EL13	53.04'	S13°25'20"E
EL14	26.33'	S02°07'11"W
EL15	44.16'	S45°47'15"E
EL16	22.82'	S42°15'15"E
EL17	7.03'	S25°19'52"E
EL18	26.66'	S18°25'24"E
EL19	43.07'	S75°57'16"E
EL20	16.16'	S87°52'39"E
EL21	19.26'	S72°27'48"E
EL22	74.61'	S65°26'59"E
EL23	23.04'	S49°55'17"E
EL24	33.52'	S29°44'23"E
EL25	34.53'	S44°01'23"E
EL26	68.69'	S37°01'06"E
EL27	53.96'	S51°55'58"W
EL28	30.79'	S37°33'47"W
EL29	21.87'	S15°14'46"W
EL30	13.08'	S21°47'17"W
EL31	1.37'	S56°24'35"W
EL32	13.20'	S45°32'36"W
EL33	24.22'	S34°40'37"W
EL34	49.38'	S01°38'22"E
EL35	7.25'	S13°48'42"W
EL36	15.31'	S46°23'49"W
EL37	74.55'	S56°40'17"E
EL38	21.83'	S61°04'42"E
EL39	58.72'	S13°58'08"W
EL40	75.62'	S58°58'08"W
EL41	30.26'	S18°08'53"E
EL42	11.10'	S16°14'59"E
EL43	3.49'	S12°31'14"W
EL44	5.42'	S11°42'44"E
EL45	74.04'	S37°04'53"W
EL46	96.33'	S18°18'14"W
EL47	7.68'	N47°59'36"W
EL48	10.54'	N10°20'35"W
EL49	24.27'	N11°39'40"E
EL50	33.81'	N33°23'24"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
EL51	9.36'	N46°15'13"W
EL52	30.06'	N20°40'29"W
EL53	11.69'	N19°06'03"W
EL54	28.33'	N32°56'27"W
EL55	22.48'	N39°54'31"W
EL56	19.66'	N08°02'36"W
EL57	32.58'	N86°02'13"W
EL58	NOT IN USE	
EL59	49.00'	N41°02'13"W
EL60	21.99'	N51°30'42"E
EL61	22.60'	N51°30'42"E
EL62	25.22'	N66°14'10"W
EL63	17.82'	N80°13'37"W
EL64	0.89'	N53°45'29"W
EL65	13.39'	N33°14'37"W
EL66	4.91'	N00°00'00"E
EL67	31.28'	N06°40'12"W
EL68	24.91'	N62°20'17"W
EL69	12.12'	S67°03'14"W
EL70	11.35'	N51°24'57"W
EL71	32.11'	N36°50'17"W
EL72	7.23'	N40°13'02"W
EL73	33.11'	N58°02'59"W
EL74	51.06'	N28°24'20"W
EL75	7.84'	N08°52'29"W
EL76	30.00'	N36°51'04"W
EL77	14.98'	N70°44'18"W
EL78	11.29'	N45°26'20"W
EL79	15.65'	N18°25'24"W
EL80	11.03'	N08°40'02"E
EL81	35.55'	N08°49'39"W
EL82	31.18'	N26°12'59"W
EL83	24.98'	S71°59'44"W
EL84	14.81'	N24°23'05"W
EL85	17.05'	N69°25'52"W
EL86	56.40'	S54°59'23"W
EL87	10.32'	S25°37'33"E
EL88	30.60'	S35°52'12"E
EL89	32.21'	S19°52'22"E
EL90	61.81'	S41°57'38"E
EL91	13.47'	S25°46'51"E
EL92	25.20'	S37°05'08"E
EL93	42.29'	S57°49'08"E
EL94	9.30'	S30°05'48"E
EL95	37.67'	S33°29'22"E
EL96	13.47'	S43°24'14"E
EL97	13.44'	S15°14'43"E
EL98	25.11'	S07°03'15"E
EL99	21.07'	S68°29'07"E
EL100	21.56'	S53°34'38"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
EL101	15.69'	S46°34'18"E
EL102	48.98'	S25°12'42"E
EL103	17.54'	S61°00'17"E
EL104	27.39'	N51°30'42"E
EL105	NOT IN USE	
EL106	49.06'	S41°02'13"E
EL107	8.13'	S03°57'47"W
EL108	34.89'	S03°57'47"W
EL109	7.74'	S62°54'44"E
EL110	14.21'	S43°22'28"E
EL111	8.46'	S54°54'28"E
EL112	34.27'	S09°30'42"E
EL113	26.36'	S22°20'04"E
EL114	12.43'	S44°58'50"E
EL115	6.99'	S05°21'08"W
EL116	48.52'	S12°18'52"E
EL117	19.59'	S22°52'00"E
EL118	5.70'	S14°09'47"W
EL119	26.41'	N84°11'54"W
EL120	53.24'	S47°14'28"W
EL121	44.88'	S08°58'33"W
EL122	33.24'	S21°25'41"W
EL123	1.29'	S26°16'22"W
EL124	16.39'	N25°47'51"W
EL125	37.85'	N42°19'03"W
EL126	22.47'	N26°46'49"W
EL127	17.68'	N38°59'34"W
EL128	58.36'	N05°02'14"W
EL129	69.66'	S42°08'47"W
EL130	12.28'	S06°43'53"E
EL131	4.78'	N48°03'55"W
EL132	41.88'	S09°22'31"W
EL133	18.71'	S30°30'45"W
EL134	25.33'	S09°53'02"W
EL135	23.69'	S86°54'14"E
EL136	17.80'	S75°14'49"E
EL137	23.44'	S34°53'03"E
EL138	21.05'	S03°27'57"E
EL139	26.71'	S35°49'09"E
EL140	12.38'	N86°11'00"E
EL141	18.83'	S04°00'41"E
EL142	19.97'	S14°01'37"W
EL143	37.28'	S02°43'28"W
EL144	15.98'	S60°14'18"E
EL145	85.20'	S33°52'24"W
EL146	35.57'	S05°51'07"W
EL147	13.43'	S10°30'29"W
EL148	52.39'	S43°14'41"W
EL149	35.21'	S07°25'35"E
EL150	51.71'	S30°29'16"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
EL151	12.36'	S27°14'22"W
EL152	NOT IN USE	
EL153	8.22'	S43°54'31"W
EL154	28.53'	S66°04'24"W
EL155	66.16'	S81°21'31"W
EL156	16.60'	N62°50'04"W
EL157	30.73'	S86°41'45"W
EL158	36.78'	S65°20'37"W
EL159	22.46'	S37°24'30"W
EL160	29.12'	S66°27'12"W
EL161	73.89'	S08°07'29"W
EL162	15.31'	S34°34'27"W
EL163	7.99'	S16°13'40"W
EL164	25.06'	S00°20'20"W
EL165	80.76'	S08°34'36"W
EL166	44.31'	S24°21'27"W
EL167	33.35'	S30°56'12"W
EL168	46.46'	N67°39'26"W
EL169	62.04'	S13°58'08"W
EL170	51.71'	S31°01'52"E
EL171	39.39'	S31°01'52"E
EL172	74.05'	S32°40'45"W
EL173	167.40'	S31°35'10"W
EL174	89.43'	S02°23'43"E
EL175	61.73'	S38°51'56"W
EL176	12.63'	S60°14'18"W
EL177	18.82'	S39°13'35"W
EL178	93.51'	S19°38'29"W
EL179	8.02'	S28°44'09"W
EL180	40.90'	S04°15'54"W
EL181	41.91'	S09°32'34"W
EL182	117.08'	S38°41'23"W
EL183	34.89'	S12°34'02"W
EL184	21.17'	S58°35'33"W
EL185	52.09'	S28°12'22"W
EL186	16.65'	S60°53'11"W
EL187	24.33'	S03°55'49"E
EL188	29.98'	S19°21'43"W
EL189	6.76'	S21°19'57"W
EL190	80.90'	S30°29'11"E
EL191	40.26'	S27°59'08"E
EL192	47.69'	S03°25'18"E
EL193	29.31'	N66°01'23"E
EL194	53.64'	S36°28'58"E
EL195	15.77'	S19°25'40"E
EL196	25.99'	N17°21'54"E
EL197	32.94'	N31°41'44"E
EL198	34.82'	N38°04'38"E
EL199	27.40'	N37°23'39"E
EL200	36.50'	N52°47'48"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
EL201	20.27'	N39°56'18"E
EL202	11.15'	N24°36'32"E
EL203	15.00'	S65°12'36"E
EL204	7.11'	S65°12'36"E
EL205	43.83'	S03°53'52"E
EL206	22.32'	S37°51'59"W
EL207	8.69'	S77°15'07"W
EL208	36.47'	S49°15'58"W
EL209	23.24'	S17°17'38"W
EL210	28.64'	S28°07'50"E
EL211	43.59'	S42°23'34"E
EL212	26.97'	S06°44'08"E
EL213	22.03'	S24°22'18"W
EL214	19.23'	S57°45'57"W
EL215	8.27'	S63°25'10"W
EL216	15.33'	S54°28'40"W
EL217	30.00'	S19°34'48"E
EL218	17.13'	S06°42'19"E
EL219	71.75'	S27°27'30"W
EL220	103.41'	S82°45'59"W
EL221	18.60'	S68°11'06"W
EL222	30.80'	S83°32'13"W
EL223	6.94'	S60°55'44"W



SEQUENCE #2020

BEHS ANNOTATION

FINAL PLAT FOR

MOONLIGHT CANYON AT SAGUARO RANCH PHASE 2

LOTS 1-38, BLOCK 1 &
COMMON AREAS "A" AND "C-1" AND "C-2"

COMMON AREA "A": (RECREATION)
COMMON AREA "C-1" & "C-2" (ACCESS AND UTILITIES)

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 19
AND A PORTION OF LOT 50, SAGUARO RANCH II, SEQ#20062170590
SECTION 20, TOWNSHIP 11 SOUTH, RANGE 13 EAST
GILA & SALT RIVER MERIDIAN, TOWN OF MARANA,
PIMA COUNTY, ARIZONA.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
17479
DOUGLAS SCHNEIDER
Date Signed
ARIZONA U.S.A.

PRELIMINARY

Registered Professional Engineer (Civil)
CERTIFICATE NO.
18602
PAUL J. IEZZI
Date Signed
ARIZONA U.S.A.

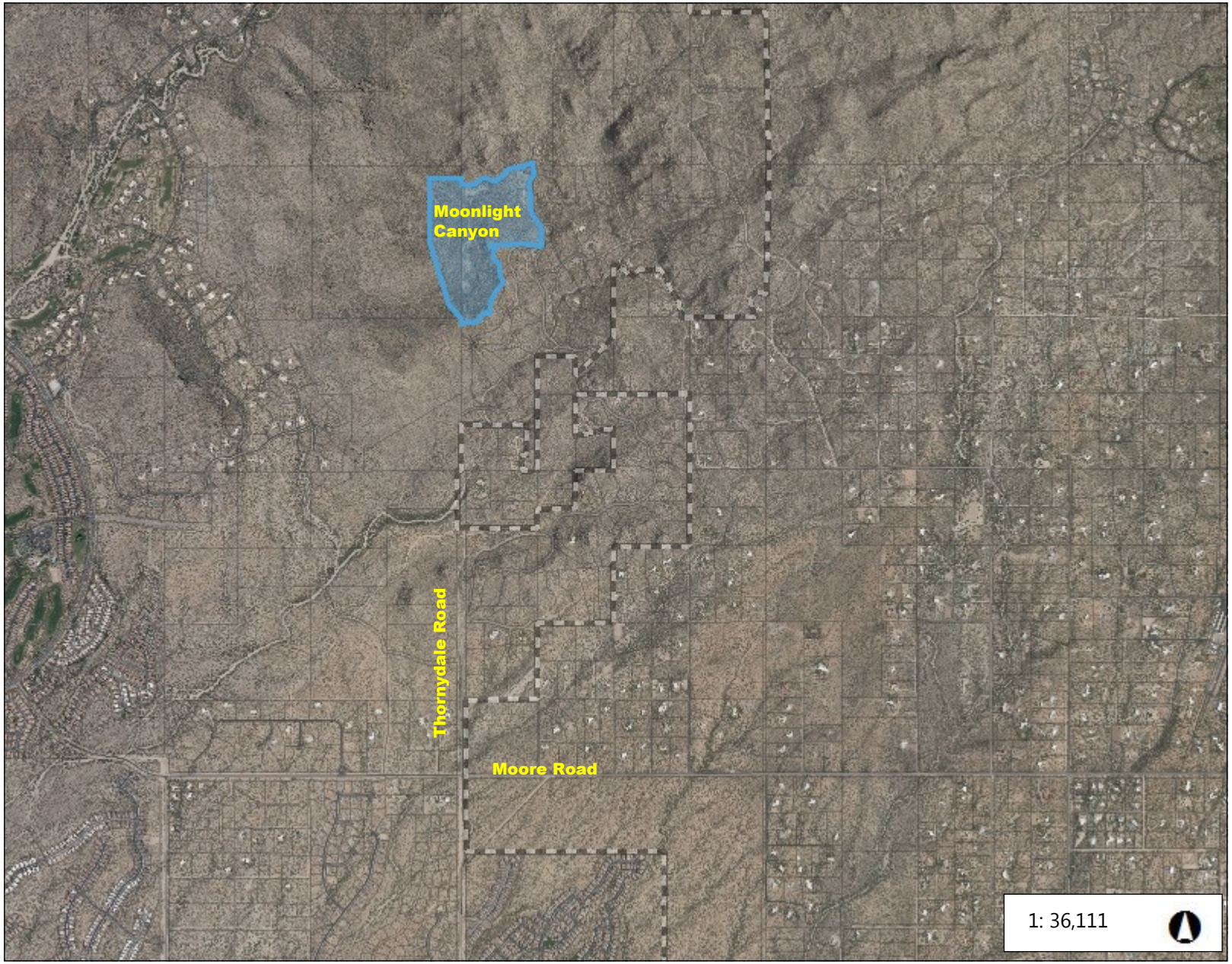
PRV1910-002
SHEET 5 OF 5

RICK ENGINEERING COMPANY
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3945 EAST FORT LOWELL ROAD - SUITE 111
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Town of Marana Planning PRV1910-002 Moonlight Canyon at Saguaro Ranch, Phase 2





Legend

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

Notes

1.1 0 0.57 1.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

MARANA AZ

Development Services / maranaplanning@maranaAZ.gov
11555 West Civic Center Drive / Marana, AZ 85653
Ph (520) 382-2600 / Fax (520) 382-2641 / maranaAZ.gov

PROJECT APPLICATION

APPLICATION TYPE

❑ Annexation	❑ Development Plan	❑ Development Plan Package	❑ General Plan Amendment
❑ Rezone	❑ Minor Land Division	❑ Significant Land Use Change	❑ Conditional Use Permit
❑ Specific Plan	❑ Landscape Plan	❑ Native Plant Plan/Exception	❑ SWPP
❑ Variance	❑ Hydraulic Model	❑ Sewer Capacity Assurance	❑ Sign Program
☒ Plat	❑ Improvement Plan	❑ Report (Type): _____	❑ Other: _____

PROJECT INFORMATION

Project Name: Moonlight Canyon Phase 2, Block 1, Lots 1-38 and CA 'A' and 'C1 and C2'		
Description of Project: Large Lot Subdivision	Number of Lots: 39	
Parcel No.(s): 219-10-1170	Gross Area (Acres): 69.4	
Project Address: 14100 North Thornydale Road		
Ref. Project No.: PRV1809-002, PCZ1708-001, PRV0607-003, PRV-0307-002		

CONTACT INFORMATION

Owner: Title Security Agency, LLC TR# 201905-S	Contact Name: Diane Sloane		
Address: 2730 E. Broadway Blvd. Suite 100	City: Tucson	State: AZ	Zip: 85716
Email: Diane.Sloane@titlesecurity.com	Phone No.: (520) 901-4439		
Applicant: Rick Engineering Company, Inc.	Contact Name: Chuck Martin		
Address: 3945 E. Ft. Lowell Rd. Suite 111	City: Tucson	State: AZ	Zip: 85712
Email: cmartin@rickengineering.com	Phone No.: (520) 795-1000		
Consultant/Engineer: Rick Engineering Company, In	Contact Name: Paul Iezzi, PE		
Address: 3945 E. Ft. Lowell Rd. Suite 111	City: Tucson	State: AZ	Zip: 85712
Email: piezzi@rickengineering.com	Phone No.: (520) 795-1000		

OWNER/APPLICANT AUTHORIZATION

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

CHUCK MARTIN	Chuck Martin	10/8/19
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY
Revision Date 03/29/2019

Project No. PRV 1910-002 **Date Received** 10/15/19

Council-Regular Meeting **C7**

Meeting Date: 05/19/2020

To: Mayor and Council

From: Kristin Taft, Grants Manager

Date: May 19, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-048: Relating to Police Department; approving and authorizing the Town Manager to execute two Subrecipient Agreements (#190419-01 and #190419-02) with the Arizona Department of Homeland Security for purposes of receiving funds under the FFY19 Operation Stonegarden Grant Program (Kristin Taft)

Discussion:

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

For 2020-2021, the Town was awarded $367,286 under subgrantee agreement number 190419-01 and awarded $1,050 under subgrantee award number 190419-02 with the Arizona Department of Homeland Security to support Operation Stonegarden. Funding will be used to augment and support Border Patrol coverage of egress from the border areas with state, local and tribal police agencies. Through participation in this operation, the Marana Police Department will use its authority to control the routes and reduce the propensity for cross-border crime in the area. Patrols will concentrate on the 109 miles of arterial roadways serving as regional east-west connectors between State Route 77 and I-10 and the more than 57 miles of rural, mostly two-lane roads paralleling I-10 to the west.

The Marana Police Department's primary goals are to: (1) reduce crime in border communities to improve the quality of life; (2) deter illegal entries through teamwork with other local and federal agencies; (3) assist in apprehending terrorists and weapons illegally entering the United States; and (4) coordinate operations with the U.S. Border Patrol (USBP) Tucson Sector. Marana, in cooperation with U.S. Border Patrol, will deploy officers along prime roadways prone to invoke illegal activity and national security concerns.

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

Area one: Sandario Rd from Emigh Rd to Avra Valley Rd
Area two: Avra Valley from the Silverbell Mines to I-10
Area three: Silverbell Rd/Twin Peaks Rd Corridor
Area four: I-10 from Twin Peaks Rd to the Pinal County line
Area five: Discretionary area with Marana PD sworn supervisor approval to provide flexibility to the Chief of Patrol, USBP

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

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

Financial Impact:

Fiscal Year:	2020
Budgeted Y/N:	Y
Amount:	$368,336

Funding has been awarded to support overtime/mileage reimbursement ($367,286) and the purchase of 1 license plate reader annual subscription renewal ($1,050). There is no match requirement from the Town for the funding. The current budget of $303,800 for the grant will be increased by $64,536 to allow for the full use of the $367,286 grant. Budget capacity already exists in 2150000-7170 and will be transferred to the Stonegarden project (215310005120-GR022).

Staff Recommendation:

Staff recommends approval of the Subgrantee Agreements with the Arizona Department of Homeland Security for purposes of receiving funds under the 2019 Operation Stonegarden Grant Program.

Suggested Motion:

I move to adopt Resolution No. 2020-048 approving and authorizing the Town Manager to execute two Subrecipient Agreements with the Arizona Department of Homeland Security for purposes of receiving funds under the 2019 Operation Stonegarden Grant Program.

Attachments

Resolution 2020-048
Overtime Grant Agreement
Equipment Grant Agreement
Award Letter- Overtime
Award Letter - Equipment

MARANA RESOLUTION NO. 2020-048

RELATING TO POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE TWO SUBRECIPIENT AGREEMENTS (#190419-01 AND #190419-02) WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY FOR PURPOSES OF RECEIVING FUNDS UNDER THE FFY2019 OPERATION STONEGARDEN GRANT PROGRAM

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

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

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

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

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

SECTION 1. The Subrecipient Agreements between the Arizona Department of Homeland Security and the Town of Marana, in substantially the form attached to and incorporated by this reference in this resolution as Exhibit A (Subrecipient Agreement #190419-01) and Exhibit B (Subrecipient Agreement #190419-02), are hereby approved and the Town Manager is hereby authorized to execute them for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of May, 2020.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

SUBRECIPIENT AGREEMENT
OPERATION STONEGARDEN GRANT PROGRAM
OVERTIME-MILEAGE

19-AZDOHS-OPSG-_____
(Enter Subrecipient Agreement number above (e.g., 190XXX-XX)

Between

The Arizona Department of Homeland Security
And

_____
(Enter the name of the Subrecipient Agency above)

DUNS Number 098034143
(Enter the DUNS number above)

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

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

_____
(Enter the name of the Subrecipient Agency above)

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

I. PURPOSE OF AGREEMENT

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

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **April 21, 2020 and shall terminate on April 30, 2021**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

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

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant #EMW-2019-SS-00002 and CFDA #97.067:

a) Provide up to **$**_____ to the Subrecipient for services provided under Paragraph III.

b) Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the

Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSBILITY

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

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

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

a) In addition, in compliance with the Federal Single Audit Act (31 USC 7501-7507) as amended by the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 C.F.R. 200.501, the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than $750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than $750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.

b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.

c) Subrecipients who do not expend more than $750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.

d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

e) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

VII. APPLICABLE STANDARDS AND REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO) and Code of Federal Regulations (C.F.R.) 2 C.F.R. 200. The NOFO for this program is hereby incorporated into this Agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO and all other applicable law.

Davis Bacon Act

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

Insurance Coverage

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

National Incident Management System (NIMS)

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

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. *See* FEMA publication FP 108-023-1, titled "Environmental Planning and Historic Preservation (EHP) Policy Guidance," available at https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Federal Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic

Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review. In addition, the following provisions must be adhered to:

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

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

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

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

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

a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.

b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment

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

a) P25 (Project 25) standards;
b) SAFECOM Guidance (*see* https://www.dhs.gov/safecom);
c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC

Nonsupplanting Agreement

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

E-Verify

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

a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. 23-214, Subsection A (that subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program”).

b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS’s discretion, up to and including termination of this Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

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

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

b) Nonexpendable Property/Equipment and Capital Assets:

   a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.

   b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.

c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at *https://azdohs.gov/grant-program-forms.* The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

   a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported by Subrecipient to AZDOHS immediately.

   b. Adequate maintenance procedures must be developed to keep the property in good condition.

e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted by Subrecipient to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form to AZDOHS and receive approval prior to the disposition. The Equipment Disposition Guidance and Request Form can be found at *https://azdohs.gov/grant-program-forms.*

f) Equipment Record Retention
Pursuant to 2 C.F.R. 200.333(c), records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

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

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

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

VIII. DEBARMENT CERTIFICATION

The Subrecipient is to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

IX. FUNDS MANAGEMENT

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

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

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

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

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

c) Quarterly Programmatic Reports are due:
January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)

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

e) Property Control Form – if applicable:
The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

    a. In case of equipment disposition:
    The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The Subrecipient's use and disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200.313.

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

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

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

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

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

XI. ASSIGNMENT AND DELEGATION

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

XII. AMENDMENTS

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

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

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

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

Article B – Acceptance of Post Award Changes

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

Article C - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. 6962) and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article D - Whistleblower Protection Act

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

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

Article F - USA Patriot Act of 2001
Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act, P.L. 107-56), which amends 18 U.S.C. section 175–175c.

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

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

Article I - Rehabilitation Act of 1973
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, P. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. 794), which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article J - Trafficking Victims Protection Act of 2000
Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104). The award term is located at 2 C.F.R. Part 175.15, the full text of which is incorporated here by reference.

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

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

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

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

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

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

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)
The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII it collects. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990
The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, P.L. No. 101-336 (1990) (codified as amended at 42 US.C. 12101-12213), which prohibit subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

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

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

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

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

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

2. Subrecipient hereby agrees to give DHS access and AZDOHS to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS and AZDOHS officials and maintain appropriate backup documentation to support the reports.

4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements
The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable.

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

Article X - Patents and Intellectual Property Rights
Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, P.L. 96-517, codified in 35 U.S.C. 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. 401.14.

Article Y – Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

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

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

Article AB - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited* and additional resources on *http://www.lep.gov*.

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

Article AD - Fly America Act of 1974
The Subrecipient hereby acknowledges and agrees that it must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article AE - Federal Leadership on Reducing Text Messaging while Driving
All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in U.S. Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

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

Article AG - False Claims Act and Program Fraud Civil Remedies
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 31 U.S.C. 3801-3812 which details the administrative remedies for false claims and statements made.

Article AH - Energy Policy and Conservation Act
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. 6201 et. seq.) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

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

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

Article AK - Drug-Free Workplace Regulations
The Subrecipient hereby acknowledges and agrees that it must comply with the drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8106).

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

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period, which may not be changed except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS.

XVI. RIGHT TO ASSURANCE

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

XVII. CANCELLATION FOR CONFLICT OF INTEREST

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

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

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

XIX. AVAILABILITY OF FUNDS

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

XX. FORCE MAJEURE

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

XXI. PARTIAL INVALIDITY

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

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association

("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

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

XXVI. SECTARIAN REQUESTS

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

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

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

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

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

XXX. INDEMNIFICATION

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

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

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

XXXI. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. A party invoking the right to terminate shall provide written thirty (30) day advance notice of the termination and the reasons for it to the other party.

b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met, then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

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

XXXIII. PARAGRAPH HEADINGS

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

XXXIV. COUNTERPARTS

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

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

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

XXXVI. SPECIAL CONDITIONS

a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.

b) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

c) The Subrecipient agrees to comply with the U.S. Department of Homeland Security regulation 6 C.F.R Part 19, which prohibits discrimination based on religion in social service programs

XXXVII. NOTICES

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

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

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

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

Cheif of Police, Terry Rozema
Enter Title, First & Last Name Above
Town of Marana
Enter Agency Name Above
11555 W. Civic Center Drive
Enter Street Address Above
Marana, AZ, 85653
Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE	FOR AND BEHALF OF THE
Town of Marana Enter Agency Name Above	Arizona Department of Homeland Security
Authorized Signature Above	Gilbert M. Orrantia
Jamsheed Mehta, Town Manager Print Name & Title Above	Director
Enter Date Above	Date

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

SUBRECIPIENT AGREEMENT
OPERATION STONEGARDEN GRANT PROGRAM
EQUIPMENT

19-AZDOHS-OPSG-_____
(Enter Subrecipient Agreement number above (e.g., 190XXX-XX)

Between

The Arizona Department of Homeland Security
And

_____
(Enter the name of the Subrecipient Agency above)

DUNS Number 098034143
(Enter the DUNS number above)

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

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

_____
(Enter the name of the Subrecipient Agency above)

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

I. PURPOSE OF AGREEMENT

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

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **April 21, 2020 and shall terminate on April 30, 2021**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

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

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant #EMW-2019-SS-00002 and CFDA #97.067:

a) Provide up to **$**_____ to the Subrecipient for services provided under Paragraph III.

b) Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the

Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSBILITY

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

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

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

a) In addition, in compliance with the Federal Single Audit Act (31 USC 7501-7507) as amended by the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 C.F.R. 200.501, the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than $750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than $750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.

b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.

c) Subrecipients who do not expend more than $750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.

d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

e) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

VII. APPLICABLE STANDARDS AND REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO) and Code of Federal Regulations (C.F.R.) 2 C.F.R. 200. The NOFO for this program is hereby incorporated into this Agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO and all other applicable law.

Davis Bacon Act

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

Insurance Coverage

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

National Incident Management System (NIMS)

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

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. *See* FEMA publication FP 108-023-1, titled "Environmental Planning and Historic Preservation (EHP) Policy Guidance," available at https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Federal Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic

Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review. In addition, the following provisions must be adhered to:

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

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

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

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

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

a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.

b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment

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

a) P25 (Project 25) standards;
b) SAFECOM Guidance (*see* https://www.dhs.gov/safecom);
c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC

Nonsupplanting Agreement

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

E-Verify

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

a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. 23-214, Subsection A (that subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program”).

b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS’s discretion, up to and including termination of this Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

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

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

b) Nonexpendable Property/Equipment and Capital Assets:

   a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.

   b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.

c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at *https://azdohs.gov/grant-program-forms.* The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

   a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported by Subrecipient to AZDOHS immediately.

   b. Adequate maintenance procedures must be developed to keep the property in good condition.

e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted by Subrecipient to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form to AZDOHS and receive approval prior to the disposition. The Equipment Disposition Guidance and Request Form can be found at *https://azdohs.gov/grant-program-forms.*

f) Equipment Record Retention
Pursuant to 2 C.F.R. 200.333(c), records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

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

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

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

VIII. DEBARMENT CERTIFICATION

The Subrecipient is to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

IX. FUNDS MANAGEMENT

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

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

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

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

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

c) Quarterly Programmatic Reports are due:
January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)

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

e) Property Control Form – if applicable:
The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

   a. In case of equipment disposition:
   The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The Subrecipient's use and disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200.313.

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

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

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

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

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

XI. ASSIGNMENT AND DELEGATION

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

XII. AMENDMENTS

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

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

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

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

Article B – Acceptance of Post Award Changes

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

Article C - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. 6962) and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article D - Whistleblower Protection Act

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

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

Article F - USA Patriot Act of 2001
Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act, P.L. 107-56), which amends 18 U.S.C. section 175–175c.

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

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

Article I - Rehabilitation Act of 1973
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, P. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. 794), which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article J - Trafficking Victims Protection Act of 2000
Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104). The award term is located at 2 C.F.R. Part 175.15, the full text of which is incorporated here by reference.

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

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

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

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

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

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

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)
The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII it collects. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990
The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, P.L. No. 101-336 (1990) (codified as amended at 42 US.C. 12101-12213), which prohibit subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

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

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

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

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

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

2. Subrecipient hereby agrees to give DHS access and AZDOHS to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS and AZDOHS officials and maintain appropriate backup documentation to support the reports.

4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements
The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable.

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

Article X - Patents and Intellectual Property Rights
Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, P.L. 96-517, codified in 35 U.S.C. 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. 401.14.

Article Y – Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

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

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

Article AB - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited* and additional resources on *http://www.lep.gov*.

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

Article AD - Fly America Act of 1974
The Subrecipient hereby acknowledges and agrees that it must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article AE - Federal Leadership on Reducing Text Messaging while Driving
All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in U.S. Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

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

Article AG - False Claims Act and Program Fraud Civil Remedies
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 31 U.S.C. 3801-3812 which details the administrative remedies for false claims and statements made.

Article AH - Energy Policy and Conservation Act
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. 6201 et. seq.) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

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

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

Article AK - Drug-Free Workplace Regulations
The Subrecipient hereby acknowledges and agrees that it must comply with the drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8106).

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

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period, which may not be changed except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS.

XVI. RIGHT TO ASSURANCE

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

XVII. CANCELLATION FOR CONFLICT OF INTEREST

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

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

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

XIX. AVAILABILITY OF FUNDS

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

XX. FORCE MAJEURE

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

XXI. PARTIAL INVALIDITY

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

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association

("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

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

XXVI. SECTARIAN REQUESTS

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

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

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

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

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

XXX. INDEMNIFICATION

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

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

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

XXXI. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. A party invoking the right to terminate shall provide written thirty (30) day advance notice of the termination and the reasons for it to the other party.

b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met, then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

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

XXXIII. PARAGRAPH HEADINGS

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

XXXIV. COUNTERPARTS

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

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

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

XXXVI. SPECIAL CONDITIONS

a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.

b) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

c) The Subrecipient agrees to comply with the U.S. Department of Homeland Security regulation 6 C.F.R Part 19, which prohibits discrimination based on religion in social service programs

XXXVII. NOTICES

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

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

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

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

Chief of Police, Terry Rozema
Enter Title, First & Last Name Above
Town of Marana
Enter Agency Name Above
11555 W. Civic Center Drive
Enter Street Address Above
Marana, AZ, 85653
Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE	FOR AND BEHALF OF THE
Town of Marana Enter Agency Name Above	Arizona Department of Homeland Security
Authorized Signature Above	Gilbert M. Orrantia
Jamsheed Mehta, Town Manager Print Name & Title Above	Director
Enter Date Above	Date

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

State of Arizona
Department of Homeland Security

Governor Douglas A. Ducey

Director Gilbert M. Orrantia

April 22, 2020

Chief Terry Rozema
Marana Police Department
11555 W. Civic Center Drive
Marana, AZ 85653

Subject: FFY 2019 Operation Stonegarden Grant Program Award
Subrecipient Agreement Number: **190419-01**
Project Title: **OPSG Overtime-Mileage**

Dear Chief Rozema:

The OPSG Budget/Narrative Application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program (OPSG) has been awarded. The project titled "**OPSG Overtime-Mileage"** has been funded under the Operation Stonegarden Grant Program for **$367,286.** The grant performance period is **April 21, 2020 through April 30, 2021.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2019 federal award date as indicated in the U.S. DHS award package is 09/01/2019 with a total amount of funding of $23,862,500. The Federal Award Identification Number is EMW-2019-SS00002-S01.

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS. Go to www.azdohs.gov, Grant Programs, Operation Stonegarden Grant Program, Grant Award Information, FFY 2019:

1. Two Subrecipient Agreements - Download **two** original OPSG Subrecipient Agreements (**NOTE**: they are specific to the "Overtime/Mileage" and "Equipment" grants):
    a. Overtime/Mileage Subrecipient Agreement for an Overtime/Mileage grant
    b. Equipment Subrecipient Agreement for an Equipment grant
2. OPSG Budget Detail (enclosed)
3. Environmental and Historic Preservation (EHP) required documentation (if applicable, see enclosed EHP Designation Letter).

Hard copies of the Subrecipient Agreements will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above (if applicable) is not signed and received by AZDOHS on or before June 30, 2020 this award is rescinded and the funds will be reallocated.**

If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

1700 West Washington Street Suite 210 Phoenix, Arizona 85007
Office: (602) 542-7013 Fax: (602) 542-1729 www.azdohs.gov

FY 2019 Operation Stonegarden Grant Program
Overtime/Mileage - Budget Detail
Agency: Marana Police Department
Grant#: 190419-01

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines. Subgrantee agrees to the funding shown here:

OVERTIME

OVERTIME	ERE	MILEAGE	TOTAL AWARD
$259,982.74	$102,303.26	$5,000	$367,286

Project Point of Contact

Print Name | Signature | Date

Strategic Planner or Assistant Director Planning & Preparedness

Susan Dzbanko

Print Name | Signature | Date

This form is to be signed and returned.

State of Arizona
Department of Homeland Security

Governor Douglas A. Ducey

Director Gilbert M. Orrantia

April 22, 2020

Chief Terry Rozema
Marana Police Department
11555 W. Civic Center Drive
Marana, AZ 85653

Subject: FFY 2019 Operation Stonegarden Grant Program Award
Subrecipient Agreement Number: **190419-01**
Project Title: **OPSG Overtime-Mileage**

Dear Chief Rozema:

The OPSG Budget/Narrative Application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program (OPSG) has been awarded. The project titled "**OPSG Overtime-Mileage"** has been funded under the Operation Stonegarden Grant Program for **$367,286.** The grant performance period is **April 21, 2020 through April 30, 2021.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2019 federal award date as indicated in the U.S. DHS award package is 09/01/2019 with a total amount of funding of $23,862,500. The Federal Award Identification Number is EMW-2019-SS00002-S01.

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS. Go to www.azdohs.gov, Grant Programs, Operation Stonegarden Grant Program, Grant Award Information, FFY 2019:

1. Two Subrecipient Agreements - Download **two** original OPSG Subrecipient Agreements (**NOTE**: they are specific to the "Overtime/Mileage" and "Equipment" grants):
    a. Overtime/Mileage Subrecipient Agreement for an Overtime/Mileage grant
    b. Equipment Subrecipient Agreement for an Equipment grant
2. OPSG Budget Detail (enclosed)
3. Environmental and Historic Preservation (EHP) required documentation (if applicable, see enclosed EHP Designation Letter).

Hard copies of the Subrecipient Agreements will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above (if applicable) is not signed and received by AZDOHS on or before June 30, 2020 this award is rescinded and the funds will be reallocated.**

If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

1700 West Washington Street Suite 210 Phoenix, Arizona 85007
Office: (602) 542-7013 Fax: (602) 542-1729 www.azdohs.gov

State of Arizona
Department of Homeland Security

Governor Douglas A. Ducey

Director Gilbert M. Orrantia

FFY 2019

Dear OPSG Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program has been awarded.

Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subrecipient agreement:

> The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.
>
> Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

State of Arizona
Department of Homeland Security

Governor Douglas A. Ducey

Director Gilbert M. Orrantia

April 22, 2020

Chief Terry Rozema
Marana Police Department
11555 W. Civic Center Drive
Marana, AZ 85653

Subject: FFY 2019 Operation Stonegarden Grant Program Award
Subrecipient Agreement Number: **190419-02**
Project Title: **OPSG Equipment**

Dear Chief Rozema:

The OPSG Budget/Narrative Application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program (OPSG) has been awarded. The project titled "**OPSG Equipment"** has been funded under the Operation Stonegarden Grant Program for **$1,050.** The grant performance period is **April 21, 2020 through April 30, 2021.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2019 federal award date as indicated in the U.S. DHS award package is 09/01/2019 with a total amount of funding of $23,862,500. The Federal Award Identification Number is EMW-2019-SS00002-S01.

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS. Go to www.azdohs.gov, Grant Programs, Operation Stonegarden Grant Program, Grant Award Information, FFY 2019:

1. Two Subrecipient Agreements - Download **two** original OPSG Subrecipient Agreements (**NOTE**: they are specific to the "Overtime/Mileage" and "Equipment" grants):
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If you should have any questions, please do not hesitate to contact your Strategic Planner. Congratulations on your Operation Stonegarden Grant Program award.

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FY 2019 Operation Stonegarden Grant Program
Budget Detail - Equipment
Agency: Marana Police Department
Grant#: 190419-02

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines. Subrecipient agrees to the funding shown here:

EQUIPMENT

EQUIPMENT	AEL	QUANTITY	COST/UNIT	TOTAL COST	TOTAL AWARD
License Plate Reader Service Fee	03OE-01-ALPR	2	$525	$1,050	
					$1,050

Project Point of Contact

Print Name Signature Date

Strategic Planner or
Assistant Director Planning & Preparedness

Susan Dzbanko

Print Name Signature Date

This form is to be signed and returned.

State of Arizona
Department of Homeland Security

Governor Douglas A. Ducey

Director Gilbert M. Orrantia

April 22, 2020

Chief Terry Rozema
Marana Police Department
11555 W. Civic Center Drive
Marana, AZ 85653

Subject: FFY 2019 Operation Stonegarden Grant Program Award
Subrecipient Agreement Number: **190419-02**
Project Title: **OPSG Equipment**

Dear Chief Rozema:

The OPSG Budget/Narrative Application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program (OPSG) has been awarded. The project titled "**OPSG Equipment"** has been funded under the Operation Stonegarden Grant Program for **$1,050.** The grant performance period is **April 21, 2020 through April 30, 2021.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2019 federal award date as indicated in the U.S. DHS award package is 09/01/2019 with a total amount of funding of $23,862,500. The Federal Award Identification Number is EMW-2019-SS00002-S01.

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FFY 2019

Dear OPSG Stakeholder:

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As stated in the subrecipient agreement:

> The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.
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> Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

Council-Regular Meeting **C8**

Meeting Date: 05/19/2020

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: May 19, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-049: Relating to the Police Department; approving and authorizing the Mayor to execute a service agreement with the Marana Unified School District to provide two school resources officers in support of the District's School Safety Program (Jane Fairall)

Discussion:

In 2014, the Marana Unified School District (MUSD), with the support of the Town, applied for and received funding from the Arizona Department of Education (ADE) to fund School Resource Officer (SRO) positions at Marana Middle School and Marana High School as part of its School Safety Program. The parties entered into a 3-year service agreement regarding the School Resource Officers. In 2017, the District applied for the same grant, but received funding for only one SRO position. The Town and MUSD entered into a 3-year agreement for this grant-funded position and the SRO was assigned to Marana Middle School. In 2018, the Town and MUSD entered into a two-year agreement to provide an SRO at Marana High School. Without grant-funding for the position, the parties agreed to share the costs of the SRO's compensation during the term of the agreement.

MUSD again applied for grant funding from ADE in the current grant cycle and received grant funding for one position. The proposed agreement will assign the grant-funded SRO position to Marana Middle School and will continue the parties' agreement to share the costs for an SRO at Marana High School. The agreement will be for three years, ending June 30, 2023.

The intent of the School Safety Program is to place SROs on school grounds to contribute to safe school environments that are conducive to teaching and learning. The SRO will

also be required to teach Law-Related Education to the students to promote a safe, orderly environment and good citizenship. Having officers in the schools provides a sense of safety to the students and the staff where they can feel free from the threat of physical harm and verbal abuse. These officers give students an adult to go to with safety concerns all while providing students with a positive view of law enforcement.

The grant provides for the salary and benefits of the SRO at Marana Middle School for the next three school calendar years. The officer will be on site at the school for 10 months out of each year. During the two summer months, the Town will pick up the expense of the officer and will assign the officer to perform normal patrol officer duties.

For the non-grant-funded SRO position at Marana High School, MUSD will pay 50% of the SRO's monthly compensation, as established by the Town, to the Town during each ten-month school year during the term of the agreement. The SRO will continue to function in the same capacity, teaching Law Related Education classes, and maintaining a presence at the school to provide for a safe school environment.

Financial Impact:

Fiscal Year:	2021
Budgeted Y/N:	Y
Amount:	$86,818

Grant related budget capacity of $86,818 has been included in next year's budget, project code PDSRO, designated for the School Resource Officer program at the Marana Middle School. The non-grant funded position at Marana High School and any part of the officers salaries not paid by this agreement is budgeted as part of the Town's General Fund. The cost of the SRO position to be reimbursed to the Town's General Fund by MUSD for the Marana High School SRO is estimated at $50,504. Any portion of these positions not covered by the intergovernmental agreement or grant funding due to impacts to school operations related to the COVID 19 pandemic, would impact Town's General Fund.

Staff Recommendation:

Staff recommends approval of the service agreement.

Suggested Motion:

I move adopt Resolution No. 2020-049, approving and authorizing the Mayor to execute a service agreement with the Marana Unified School District to provide two school resources officers in support of the District's School Safety Program.

Attachments

Resolution No. 2020-049

Exhibit A - Service Agreement

MARANA RESOLUTION NO. 2020-049

RELATING TO THE POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT WITH THE MARANA UNIFIED SCHOOL DISTRICT TO PROVIDE TWO SCHOOL RESOURCE OFFICERS IN SUPPORT OF THE DISTRICT'S SCHOOL SAFETY PROGRAM

WHEREAS the Marana Unified School District ("District") and the Town may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-952; and

WHEREAS the District and the Town desire to work in cooperation with one another to further the goals of the District's School Safety Program; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the public to enter into this agreement.

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

SECTION 1. The service agreement between the Town of Marana and the Marana Unified School District, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 19th day of May, 2020.

_____
Mayor Ed Honea

ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

SERVICE AGREEMENT
by and between
MARANA UNIFIED SCHOOL DISTRICT NO. 6
and
THE TOWN OF MARANA

This Service Agreement ("Agreement") is entered into by and between Marana Unified School District No. 6 (hereinafter known as "District") and Town of Marana (hereinafter known as "Town");

WHEREAS, the District and the Town may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-952; and

WHEREAS, the District is the recipient of a three-year grant from the Arizona Department of Education to provide one School Resource Officer ("SRO") at Marana Middle School; and

WHEREAS, the District and the Town desire to work in cooperation with one another to further the goals of the District's School Safety Program by providing SROs at Marana Middle School and Marana High School.

NOW THEREFORE, in consideration of the mutual agreements set forth, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to establish the terms and conditions under which the Town will furnish administrative and other resources, and will provide one SRO at Marana Middle School and one SRO at Marana High School in support of the District's School Safety Program. In the provision of services under this Agreement, both parties agree to comply with the provisions described in the School Safety Program Guidance Manual updated July 31, 2017 ("Guidelines") prepared by the Arizona Department of Education to the maximum extent practicable or required. The objectives of this Agreement are to instill feelings of safety in students and staff in the school environment, to provide a specific adult to address individual student safety concerns, to engender a positive view of law enforcement personnel, and to provide students with Law-Related Education ("LRE").

2. Term

This Agreement shall commence and be effective on July 1, 2020, and shall terminate on June 30, 2023 (the "Term"), unless terminated by either party as provided for in this Agreement. Payment, performance and obligations for any fiscal period are subject to the availability and appropriation of monies.

3. Administrative and School Safety Services

A. Duties and Obligations of District

1. The District shall provide a teacher to be present in the classroom, at all times, while the SROs implement LRE classroom instruction. The teacher and the SROs shall co-present.

2. The District shall provide a School Administrator who must complete a SRO performance assessment twice a year. The assessment must be shared with the SROs' supervisors.

3. The School Administrators, not the SROs, are responsible for school discipline. The School Administrators shall not interfere with the duties of the SROs as sworn law enforcement officers.

4. The District shall facilitate collaboration between the SROs and other school personnel on school-wide safety strategies such as staff trainings, emergency response planning, needs assessment and prevention programming.

5. The District shall provide time at regular staff meetings and trainings for the SROs to deliver LRE instruction relevant to school-wide prevention and safety related updates.

6. The District shall promote the integration of LRE into the classrooms and direct staff development of teachers and SROs involved in the delivery of LRE.

7. The District shall participate in the selection process of the SROs.

8. The District shall provide office space that provides privacy for the SROs. The office shall include the equipment necessary for the SROs to effectively perform their duties; i.e., telephone, desk, chair, filing cabinet and up-to-date computer and printer.

B. Duties and Obligations of Town

1. The Town shall provide two SROs, who will be present and accessible on the school campus to which they are assigned. One SRO shall be assigned to Marana High School and one to Marana Middle School. Except as otherwise required by A.R.S. §23-1022 for Workers' Compensation purposes only (see Paragraph 17 below), the SROs shall at all times be employees of the Town and not the District.

2. The SROs shall be present for a ten-month, full-time position, at 40 hours per week. The ten-month period shall be defined as the District's school year for each of the school years occurring during the term of this Agreement. Absent an emergency, the SROs shall not be called away from their designated schools. If the SROs are called away for police business (not including mandatory training, meetings or crisis), the

District shall not be invoiced for that time. If the SROs are absent due to sick, vacation, personal or other leave, the District shall not be invoiced for that time.

3. The SROs must teach, have positive interactions with students, and serve as active members of the school community.

4. The SRO assigned to Marana Middle School must provide 180 hours of LRE instruction per year. The LRE instruction requirement must include:

- At least 80 hours of LRE classroom instruction to ongoing cohort groups of students
    i. Three to five classrooms, six sessions per classroom, within one quarter to the same group of students
- At least 100 hours of universal LRE instruction
    i. 60 hours or more of universal LRE classroom instruction
    ii. Up to 20 hours for LRE planning and preparation
    iii. Up to 20 hours for LRE instruction to school staff and school community

5. The SRO assigned to Marana Middle School shall keep a weekly activity log that tracks LRE instruction hours, teacher and subject or staff/community group, the topic of each LRE lesson, and the time the officer is off campus during duty hours, regardless of the reason.

6. The SRO assigned to Marana High School will provide LRE instruction, similar to the instruction described in paragraph 4 above, as time permits.

7. The Town shall use its best efforts to maintain the same SROs at each site during the Term of this Agreement. Under no circumstances can either site have more than three different SROs during the Term.

8. It may be necessary to request the assistance of an SRO to respond to a community situation/problem or traffic accident. When the SRO is off campus on business that does not pertain to the school, those hours should be prorated and not paid for by the District. The invoice from the Town should reflect only hours the SRO actually was involved in school business.

9. The SROs shall serve as members of the School Safety Assessment and Prevention Team.

10. The SROs shall utilize expertise and agency resources for intervention and prevention of potential crime.

11. The SROs shall collaborate with school personnel on school-wide safety strategies (e.g., staff trainings, emergency response planning, needs assessment and prevention programming).

12. The SROs shall build relationships with students, parents and staff that promote a positive image of law enforcement.

13. The SROs shall fulfill their duties as sworn law enforcement officers of the State of Arizona.

14. If required, the SROs and their supervisors shall attend annual training provided by the Arizona Department of Education at the beginning of each school year.

C. Joint Duties and Obligations

1. The SROs' supervisors and School Administrator shall support, oversee and review the SROs' activity logs to ensure fulfillment of this Agreement.

2. The SROs' supervisors and School Administrator shall meet formally at least once per semester.

3. The School Administrator shall take the lead on school policy violations and will determine when to involve the SROs when a student's conduct violates a law.

4. As partners in school safety, the SROs and administrators shall work together to develop procedures for ongoing communication to ensure timely, uniform and appropriate reporting of criminal activities. The parties shall develop and maintain a written document describing the general chain of command and channels of communication

5. The parties shall follow the following guidelines as set forth in the School Safety Program Guidelines to the maximum extent practicable:

a. SRO Recommended Qualifications and Recommended Job Description
b. The Hiring Process
c. Officer Training
d. The Appeal Procedure
e. Performance Evaluation

D. Compensation. In exchange for the Town's provision of the SROs and related services, District will pay to the Town during each ten-month school year during the Term of this Agreement the following amounts:

1. The full cost of the SRO's monthly compensation for the SRO assigned to Marana Middle School.

2. 50% of the SRO's monthly compensation for the SRO assigned to Marana High School.

The SROs' compensation shall be established by the Town. The Town shall submit invoices to District on a monthly basis and the invoices shall be payable within 30 days after receipt of the Town's invoice. Amounts outstanding after 30 days following invoice dates will be subject to a 10% late fee.

E. Student Information. The confidentiality of personally identifiable education records of District students is protected and regulated by a federal law known as the Family Educational Rights and Privacy Act of 1974 ("FERPA"). The District, SROs and Town agree that any disclosure and/or re-disclosure of student educational records shall occur in compliance with FERPA.

F. Confidential Information. If as a result of this Agreement the Town's administrative staff and/or the SROs are provided access to confidential information pertaining to District employees, Town administrative staff and SROs agree that they will not disclose such confidential information to any person not preauthorized by District. For purposes of this section, confidential information does not include (a) information that is known to Town on the date of this agreement, (b) information that is in or enters the public domain through no fault of Town or its representatives or agents, or (c) information that is made known to Town on a non-confidential basis from an unsolicited source (other than the District) provided Town has no reason to know or believe that such source obtained the information improperly or is bound by an agreement not to disclose the information.

G. Ownership of Equipment. Any equipment provided by Town shall remain the property of Town and any equipment provided by District shall remain the property of District.

4. **Reporting and Records**

All books, accounts, reports, files and other records relating to this Agreement shall be kept for five years after termination of this Agreement.

5. **Termination, Extension and Modification**

A. Termination. This Agreement may be terminated by either party if in its judgment such action is necessary due to:

i. funding unavailability
ii. either party's non-compliance with the Agreement

Any termination must be in writing, stating the reason therefore, be sent certified mail and upon 30 days' notice to the other party.

6. **Cancellation for Conflict of Interest**

The Parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. §38-511, the provisions of which are incorporated herein and made a part hereof.

7. **Non-Discrimination**

The parties shall comply with Executive Order 99-4 and all other applicable State and Federal Employment laws, rules and regulations, mandating that all persons shall have equal access to employment opportunities, and that no person shall be discriminated against due to race, creed, color, religion, sex, national origin or disability.

8. **Insurance**

Town and District each represent and warrant to the other that it shall at all times retain insurance coverage in compliance with State laws and shall name the other party as an additional insured.

9. **Employees**

Except as otherwise provided by law, in the performance of this Agreement both parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint venturers or associates of each other. The employees, agents or subcontractors of one party shall not be deemed or construed to be employees or agents of the other party.

10. **Mutual Indemnification**

To the fullest extent permitted by law, each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party, its officers, officials, employees, agents, volunteers, successors, and assigns (as "Indemnitees") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims," arising out of bodily injury to any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitees, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, volunteers, successor, or assigns, provided, however, that the Indemnitor shall have no obligation to indemnify the Indemnitee for the Indemnitee's passive negligence.

11. **Applicable Law**

This Agreement shall be governed and interpreted by the laws of the State of Arizona, and in the event a conflict exists between this Agreement and the laws of the State of Arizona, the laws of the State of Arizona shall control. Any reference to a particular statute in this agreement shall also refer to that statute as amended in the future.

12. **Dispute Resolution**

Neither party may file a claim against the other without first participating in good faith in mediation with a trained and impartial mediator. The parties shall share the expenses of mediation, except that shared expenses shall not include the cost incurred by a party for

representation by an attorney at the mediations, if such representation is desired. If the dispute is not resolved by mediation or negotiation, a claim may be brought by either party in Arizona Superior Court, Pima County.

13. **Notice**

Any notice required or permitted under the terms of this Agreement shall be deemed given or served if sent by certified mail, return receipt requested, postage prepaid to:

MARANA UNIFIED SCHOOL DISTRICT NO. 6
Attn: Superintendent
11279 W. Grier Road
Marana AZ 85653

TOWN OF MARANA
Attn: Town Manager
11555 W. Civic Center Drive
Marana AZ 85653

14. **Counterparts**

This Service Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

15. **E-Verify, Records and Audits**

To the extent applicable under A.R.S. §41-4401, the parties warrant their compliance with all federal and immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). A party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of the Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the other party's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspection and waiving their respective rights to keep such papers and records confidential.

16. **Amendments**

To the extent permitted by law, the Parties may amend this Agreement in writing signed by both Parties.

17. **Workers' Compensation**

For purposes of Workers' Compensation, an employee of a party to this Agreement who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of, another party pursuant to this specific Agreement, is deemed to be an employee of both parties as provided in A.R.S. § 23-1022(D). The primary employer of such employee shall be solely liable

for payment of Workers' Compensation benefits for the purposes of this paragraph. Each party shall comply with the notice provisions of A.R.S. § 23-1022(E).

[Signature page follows]

IN WITNESS HEREOF, the parties sign this Agreement:

Dated this ____ day of _____, 2020, upon resolution of the Marana Unified School District No. 6 Governing Board approving this Agreement and authorizing its Superintendent to sign below:

MARANA UNIFIED SCHOOL DISTRICT NO. 6

By: _____
Superintendent

Attorney approval:

This Agreement has been reviewed by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Marana Unified School District.

By: _____
Legal Counsel for the
Marana Unified School District

Dated this _____ day of _____, 2020, upon resolution of the Town Council of the Town of Marana approving this Agreement and authorizing its Mayor to sign below:

TOWN OF MARANA

By: _____
Mayor

Attorney approval:

This Agreement has been reviewed by the undersigned attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Town of Marana.

By: _____
Legal Counsel for the
Town of Marana

Council-Regular Meeting **C9**

Meeting Date: 05/19/2020

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: May 19, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution 2020-050: Relating to Community & Neighborhood Services; approving and authorizing the Mayor to execute an intergovernmental agreement between the Regional Transportation Authority of Pima County and the Town of Marana for the regionalization of public transit and special needs transportation services and maintenance of effort (MOE) funding for fiscal years 2021-2026; and authorizing the Town Manager to execute an annual amendment to the IGA setting forth the amount of the Town's MOE contribution for each fiscal year (Lisa Shafer)

Discussion:

The Town, working closely with Pima County, the City of Tucson, the Town of Oro Valley, the Town of Sahuarita and the PAG/RTA Transit Working Group, initiated enhanced regional transit services in 2008 that looked at both short-range and long-range plans to better meet the needs of the community. In June of 2012, the Town entered into an IGA with the Regional Transportation Authority of Pima County for transit services for FY 2012 and 2013. That IGA was later amended twice to include FY 2014 through FY 2020. The new proposed IGA is effective until June 30, 2026 and does not have any significant changes over the past agreement. The total Maintenance of Effort (MOE) cost for FY 2021 is $99,983. For each additional year of the IGA, the Town Manager will execute an amendment to Exhibit A showing the GDP adjustment to calculate that fiscal year's MOE.

The RTA Working Group's efforts have concentrated on: (1) increasing accessibility to transit services; (2) providing unserved and underserved areas with new transit routes; and (3) coordinating service schedules, rates, safety, planning, and marketing throughout the region.

As a result of these efforts, Marana's transit services have expanded to provide

transportation to more than 50,000 riders annually since 2008. By partnering within the region, the Town has been able to reduce the overall cost of service provision and increase the opportunities for Marana residents to link seamlessly to the wider-reaching regional transit system.

Currently, transit services within the Town include: (1) Marana Sun Shuttle Routes 410, 412, and 413, providing services throughout the Town and connections with both Sun Tran and Sun Express routes; (2) Sun Tran Route 16 running along Ina Road to Oracle Road; and (3) Sun Express routes 102x, 103x, 104x, and 202x providing connections to U of A, the Aero Park, and downtown Tucson.

Financial Impact:

Fiscal Year:	2021
Budgeted Y/N:	Y
Amount:	$99,983

Exhibit A will be amended yearly and included in future budgets.

Staff Recommendation:

Staff recommends approval of the proposed IGA.

Suggested Motion:

I move to adopt Resolution No. 2020-050, approving and authorizing the Mayor to execute an intergovernmental agreement between the Regional Transportation Authority of Pima County and the Town of Marana for the regionalization of public transit and special needs transportation services and maintenance of effort funding for fiscal years 2021-2026, and authorizing the Town Manager to execute an annual amendment to the IGA setting forth the amount of the Town's MOE contribution for each fiscal year.

Attachments

Resolution No. 2020-050
Exhibit A

MARANA RESOLUTION NO. 2020-050

RELATING TO COMMUNITY & NEIGHBORHOOD SERVICES; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY AND THE TOWN OF MARANA FOR THE REGIONALIZATION OF PUBLIC TRANSIT AND SPECIAL NEEDS TRANSPORTATION SERVICES AND MAINTENANCE OF EFFORT (MOE) FUNDING FOR FISCAL YEARS 2021-2026; AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN ANNUAL AMENDMENT TO THE IGA SETTING FORTH THE AMOUNT OF THE TOWN'S MOE CONTRIBUTION FOR EACH FISCAL YEAR

WHEREAS the Regional Transportation Authority of Pima County (RTA) is authorized to act as a regional taxing authority for the purpose of funding multi-modal transportation operations and improvements identified in the Regional Transportation Plan ("the Plan"), approved by the voters at the special election held in Pima County, Arizona, on May 16, 2006; and

WHEREAS the provision of public transit and special needs services is one of the transportation project elements included in the Plan; and

WHEREAS the Town and the RTA wish to cooperate in the provision of regional transit services including urban area service (Sun Tran) and mandated Americans with Disabilities Act complementary paratransit, circulator bus, rural transit, and special needs service within the Town; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the intergovernmental agreement between the Regional Transportation Authority of Pima County and the Town of Marana attached to and incorporated by this reference in this resolution as Exhibit A is hereby approved, and the Mayor is hereby authorized and directed to execute it for and on behalf of the Town of Marana.

IT IS FURTHER RESOLVED that the Town's Manager and staff are hereby directed and authorized to undertake all other tasks necessary to carry out the terms and objectives of the intergovernmental agreement, including execution of an annual

amendment to the IGA setting forth the amount of the Town's MOE contribution for each fiscal year.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 19th day of May, 2020.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

Intergovernmental Agreement
between
The Regional Transportation Authority of Pima County
and
The Town of Marana
for the
Regionalization of Public Transit and Special Needs Transportation Services
and
Maintenance of Effort Funding

This Agreement (hereinafter "the Agreement") is entered into by and between the Regional Transportation Authority of Pima County (" the RTA"), a special taxing district formed pursuant to Title 48 Chapter 30 of the Arizona Revised Statutes (A.R.S.), and the Town of Marana, an Arizona municipal corporation (" the Town"), pursuant to A.R.S. § 11-952.

RECITALS

A. A.R.S.§ 48-5301, et seq., authorizes the RTA to act as a regional taxing authority for the purpose of funding multi-modal transportation operations and improvements identified in the Regional Transportation Plan ("the Plan"), approved by the voters at the special election held in Pima County, Arizona, on May 16, 2006.

B. The governing board of the RTA is composed of representatives of each member of the regional council of governments in accordance with A.R.S. § 48-5303.

C. Pursuant to A.R.S. § 48-5304 (12), the governing board of the RTA has the authority to implement the elements of the Plan, including the authority to contract for, absorb, or acquire existing public transportation services it deems necessary.

D. Pursuant to A.R.S. § 48-5304 (13), the governing board of the RTA shall coordinate the implementation of the Plan among the local jurisdictions.

E. A Regional Transportation Fund was established by the Arizona Legislature per A.R.S. § 48-5307 to be the repository for those funds collected for the purpose of funding the transportation projects identified in the Plan. The RTA is authorized by A.R.S. § 48-5308 to distribute the regional transportation funds to the members of the RTA and to sell bonds in furtherance of that purpose to fund those projects or programs identified in the Plan.

F. The provision of public transit and special needs services ("the Project") is one of the transportation project Elements included in the Plan.

G. The Plan calls for the implementation of circulator bus service to serve the Marana area, which commenced on May 4, 2009.

H. The RTA absorbed into its circulator bus service the Marana rural transit service formerly operated by Pima County in November, 2009.

I. The RTA currently contracts for circulator bus service that operates on public rights of way of the Town and Arizona Department of Transportation within the Town.

J. The City of Tucson provides Sun Tran, Sun Express and Sun Van services operating on public rights of way of the Town and Arizona Department of Transportation within the Town.

K. It is in the best interest of the citizens of the region to provide a seamless transit system which operates with consistent policy and routing, irrespective of jurisdictional boundaries.

L. The Town and the RTA wish to cooperate in the provision of regional Transit services including urban area service (Sun Tran) and mandated Americans with Disabilities Act complementary paratransit, circulator bus, rural transit, and special needs service within the Town.

M. The Town intends to contribute annual Maintenance of Effort ("MOE") funding to the Project, pursuant to A.R.S. § 48-5308 (F), under the terms and conditions contained in this Agreement, and has entered into this Agreement with the RTA for that purpose.

NOW, THEREFORE**,** the Town and the RTA, pursuant to the above and in consideration of the matters and things set forth herein, do mutually agree as follows:

AGREEMENT

1. Purpose. The purpose of this Agreement is to set forth the responsibilities of the parties with regard to the provision of urban area service and mandated Americans with Disabilities Act complementary paratransit, circulator bus, rural transit, special needs transportation service and annual MOE funding.

2. Project. The Project consists of the annual provision of local and express fixed route transit service, complementary paratransit service, neighborhood circulator, rural transit and special needs transportation by the RTA in Marana. The service area includes the Town of Marana, and includes the various services funded wholly or in part by the Town in fiscal years 2011–2012 and 2012-2013, as may be modified from time to time by the RTA in collaboration with the Town.

3. Effective Date; Term. This Agreement shall become effective upon July 1, 2020 and shall continue in effect until June 30, 2026 unless earlier terminated or extended by written agreement of the parties.

4. Annual MOE Funding; Calculation and Process. The amount owed for each fiscal year will be adjusted by the annual percentage change from the previous calendar year in the GDP price deflator, as defined in A.R.S. § 41-563(E)(2) and contained in a revised annual Exhibit A and made part of this agreement by formal amendment. Such Exhibit A annual amendment may be executed in writing by the Executive Director of the RTA and Marana's Town Manager.

5. Specific Terms

a. Circulator Service Planning. The RTA shall be responsible for the provision of circulator bus service in the region to include the RTA Plan Transit Element and other services through mutual agreement with the Town and its transit partners. The RTA will consult with the Town and the RTA Transit Working Group in the planning for the delivery of this service, including route design, demand planning, scheduling and circulator bus stop locations.

b. Provision of Service. The RTA will be responsible for the provision of mass transit services within the Town as described in Exhibit B, including but not limited to transit vehicle operation, customer service, fare collection, monthly pass sales, marketing, and circulator bus stops. The Town agrees to assist the RTA in provision of services where practicable. The RTA intends to contract for the delivery of transit services. The Town will participate in the selection committee for the transit service provider(s).

c. Bus Stops. The RTA will be responsible for all required permits for bus stops associated with the provision of transit service. All bus stops will comply with current ADA Accessibility Guidelines for Buildings and Facilities (ADAAG). The Town will construct all mutually agreed upon bus stop improvements and may submit an application for reimbursement by the RTA.

d. Legal Requirements. The RTA will be responsible for satisfying all applicable federal, state and local requirements associated with the delivery of circulator bus service.

e. Reporting. The RTA will provide the Town with copies of all Monthly System Summary Performance Reports provided by the contractor, as well as any circulator service performance audits, annual reports, etc. prepared by or for the RTA.

f. Changes in Service. From time to time, modifications to the circulator bus and/or express services may occur due to route performance or funding availability. The RTA, with participation from the Town and the RTA Transit Working Group, shall develop performance standards for transit service within the region. The RTA will include the Town in the planning and design of service changes in the Town. The RTA and Town agree to hold at least one public meeting in the Town thirty days prior to any substantive changes in circulator bus service.

g. Fares. Fares for the circulator service will be established regionally, and will be consistent with the fares charged by Sun Tran for the fixed route system. The RTA will use regionally accepted fare media to enable passengers to transfer to the Sun Tran fixed route service. The RTA and Town agree to hold at least one public meeting in the Town prior to the finalization of any future circulator bus fare changes.

h. Funding. Funding for transit services will be shared between the Town and RTA as described in Exhibit B. The Town will assist in the RTA's efforts to secure federal, state, and other additional sources of funding for the provision of enhanced circulator bus service in the Town, but the Town shall have no further obligation to fund the service beyond the "Annual MOE Funding."

i. Additional Service: The Town may request the RTA assistance in implementation or inclusion of other transit services, so long as the Town provides funding for such additional services. Sustainable financial support through an independent IGA or other source must be available for all costs associated with the proposed service.

j. Reimbursement. The RTA may request assistance from the Town for the delivery of circulator bus service. The RTA shall reimburse the Town for services requested by the RTA. Such service requests may include assistance in the development of circulator bus stops, park and ride facilities, service promotion, etc. The Town will provide cost estimates to the RTA for mutually agreed upon reimbursable expenses. Estimated work and payment schedules should be included in the cost estimate. The RTA Administrative Code will be followed for invoicing and reimbursement.

5. Responsibilities of the Town of Marana.

a. For fiscal year 2020 - 2021, the Town shall pay a maximum of $99,983, in four approximately equal installments of $24,996 per installment, to the RTA for the Town's contribution to the Project. The installment payments shall be made quarterly upon receipt of invoices from the RTA.

b. The Town will pay future amounts owed per item number four "Annual MOE Funding" and contained in a revised annual fiscal year Exhibit A and made part of this agreement by formal amendment.

c. The Town will accept an agreement between the RTA and the City of Tucson related to provision of Sun Tran, Sun Van and related services as subsuming any separate agreement between the Marana and the City for the same services.

6. Responsibilities of RTA.

a. As the Region's Lead Agency for the provision of urban area service and mandated Americans with Disabilities Act complementary paratransit, neighborhood circulator, rural transit, and special needs transportation services for the Town, the RTA shall provide services comparable to those previously funded by the Town. The RTA may contract with public or private entities for the provision of such services, and may partner with the Town to seek any applicable state or federal grants that may be available for such service on behalf of services in the Town.

b. Provide fixed route, rural, call-and-ride, special needs and express transit services within Marana for the benefit of area residents.

7. Termination. Either party may terminate this Agreement for material breach of the Agreement by the other party. Prior to any termination under this paragraph, the party allegedly in default shall be given written notice by the other party of the nature of the alleged default. The party said to be in default shall have forty-five days to cure the default. If the default is not cured within that time, the other party may terminate this Agreement. Any such termination shall not relieve either party from liabilities or costs already incurred under this Agreement.

a. Termination at Will. This Agreement may be terminated at any time, without cause, by providing written notice of such termination to the other party at least ninety (90) days prior to the termination date.

b. A.R.S. § 38-511. This Agreement is subject to the provisions of A.R.S. § 38-511.

8. Indemnification

a. **Mutual Indemnity. Mutual Indemnity.** To the fullest extent permitted by law, each Party (as "indemnitor") will defend, indemnify and hold harmless the other Party (as "indemnitee"), its officers, officials, employees, agents, volunteers, successors, and assigns (the "indemnified group") from and against any and all claims, damages, losses, liabilities and expenses of any nature whatsoever (including but not limited to reasonable attorneys' fees, court costs, the costs of appellate proceedings, and all claim adjusting and handling expense) relating to, arising out of, resulting from or alleged to have resulted from the indemnitor's omissions, negligence, or willful misconduct relating to any action or inaction of this Agreement (collectively, "claims") including but not limited to work, services, acts, errors, mistakes, or omissions in the performance of this Agreement by anyone directly or indirectly employed by or contracting with the indemnitor, or any person for whose acts and liabilities are the obligation of the indemnitor. If any claim, action or proceeding is brought against the indemnified group, indemnitor must, at its sole cost and expense, resist or defend such claim or action on behalf of the indemnified group, but only to the extent that such claims result in vicarious/derivative liability to the indemnitee and are caused by the omission, negligence, or willful misconduct of the indemnitor, its officers, officials, agents, employees or volunteers; provided, however, that the indemnitor shall have no obligation to indemnify the indemnified group for the indemnified group's negligence (passive or otherwise) or willful misconduct. The indemnity provisions of this Agreement survive the termination of this Agreement.

b. **Notice** Each party shall notify the other in writing within thirty (30) days of the receipt of any claim, demand, suit or judgment against the receiving party for which the receiving party intends to invoke the provisions of this Article. Each party shall keep the other party informed on a current basis of its defense of any claims, demands, suits, or judgments under this Article.

9. Insurance

When requested by the other party, each party shall provide proof to the other of their worker's compensation, automobile, accident, property damage, and liability coverage or program of self-insurance.

10. Books and Records

Each party shall keep and maintain proper and complete books, records and accounts, which shall be open for inspection and audit by duly authorized representatives of any other party at all reasonable times.

11. Non-assignment.

Neither party to this Agreement shall assign its rights under this Agreement to any other party without written permission from the other party to this Agreement.

12. Construction of Agreement.

a. Entire agreement This instrument 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. Any exhibits to this Agreement are incorporated herein by this reference.

b. Amendment This Agreement may be modified, amended, altered or changed only by written agreement signed by both parties.

c. Interpretation All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the Recitals hereof.

d. Captions and Headings. The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.

e. Severability In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application, which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.

13. Legal Jurisdiction Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the County or the RTA.

14. No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the County and RTA employees, or between RTA and County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

15. No Third Party Beneficiaries. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affects the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

16. Compliance with Laws The parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this Agreement.

a. Anti-Discrimination The Parties agree to comply with all provisions and requirements of Arizona Executive Order 2009-09, which supersedes Executive Order 99-4 and amends Executive Order 75-5, and which is hereby incorporated

into this Agreement as if set forth in full herein. During the performance of this Agreement, the Parties will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

b. Americans with Disabilities Act This Agreement is subject to 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 CFR Parts 35 and 36.

c. Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-1022€ in substantially the following form:

> All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

d. The Parties hereby certify that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the Parties' employment of its employees, and with the requirements of A.R.S. § 23-214 (A).

17. Waiver. Waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

18. Force Majeure. A party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this Agreement, any cause beyond the control of the party affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the parties, order of any government officer or court (excluding orders promulgated by the parties themselves), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

19. Notification. All notices or demands upon any party to this Agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

The RTA:
Farhad Moghimi, Executive Director
Regional Transportation Authority
1 E. Broadway Blvd, Ste. 401
Tucson, AZ 85701

Town of Marana:
Jamsheed Mehta, Town Manager
Town of Marana
11555 West Civic Center Drive
Marana, Arizona 85653

20. 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 in equity or by virtue of this Agreement.

21. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterpart may be removed from such counterpart and attached to a single instrument.

In Witness Whereof, the Town of Marana has caused this Agreement to be executed by the Mayor and Council, upon resolution of the Mayor and Council attested to by the Town Clerk, and the RTA has caused this Agreement to be executed by its Chair of the Board, upon resolution of Board of Directors.

TOWN OF MARANA:

_____ _____

Ed Honea, Mayor Date

ATTEST:

_____ _____

Cherry Lawson, Town Clerk Date

The foregoing Agreement between the Town of Marana and the RTA has been approved as to content and is hereby recommended by the undersigned.

_____ _____

Jamsheed Mehta, Town Manager Date

REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY:

_____ _____

Ramón Valadez, Board Chair Date

ATTEST:

_____ _____

Farhad Moghimi, Executive Director Date

ATTORNEY CERTIFICATION

The foregoing intergovernmental agreement between the Regional Transportation Authority of Pima County and the Town of Marana has been reviewed on the date set forth below pursuant to A.R.S. § 11-952 by the undersigned attorneys, each of whom has determined that it is in proper form and within the powers and authority granted under the laws of the State of Arizona to the Party represented by the respective undersigned attorney.

Regional Transportation Authority of Pima County:

_____ _____

Attorney for the Authority Date

Town of Marana:

_____ _____

Town Attorney Date

EXHIBIT A
to the
Intergovernmental Agreement
between
The Regional Transportation Authority of Pima County
and
The Town of Marana
for the
Regionalization of Public Transit and Special Needs Transportation Services
and
Maintenance of Effort Funding

Maintenance of Effort (MOE) Baseline per A.R.S. § 48-5308 (F)

Total Town of Marana Transit Expenditures FY 2003-04 (Sun Tran, Van Tran, ADA Eligibility, Rural Transit, Special Needs)	$67,400
Less Revenue Adjustments (Fares, Fare Credits, Federal Aid, State Grants, Marana)	$0
Net Town of Marana Cost	$67,400
Pima County Allocation of One Time STP Flex (FY 2003-04 Sun Tran Preventive Maintenance / Federal)	$7,341
Town of Marana MOE Baseline	$74,741

GDP Adjustment to FY 2010-11 per A.R.S. § 41-563

Growth Factor 33.772%	$25,242
TOTAL FY 2020-21 MOE	**$99,983**

EXHIBIT B
to the
Intergovernmental Agreement
between
The Regional Transportation Authority of Pima County
and
The Town of Marana
for the
Regionalization of Public Transit and Special Needs Transportation Services
and
Maintenance of Effort Funding

Sun Shuttle Circulator Services

Sun Shuttle Routes 410, Cortaro/Silverbell, 412 Thornydale/Tucson Premium Outlets, and 413 will operate within Town of Marana limits on Monday through Friday from approximately 5:00 a.m. to 7:00 p.m. and for Routes 412 and 413 only on Saturday from approximately 8:30 a.m. to 4:00 p.m. These services are shown on Attachment I.

The RTA will fund the provision of this service with RTA funds augmented by Town MOE and Section 5311 Rural Transportation funding assistance.

Sun Tran Service

Route 16 12th Ave/Oracle will operate within Town of Marana limits on Monday through Friday from approximately 5 a.m. to midnight and on Saturday through Sunday from approximately 6 a.m. to 9 p.m. The RTA will fund the provision of this service with RTA funds augmented by Town MOE.

Sun Van Services

Mandatory ADA services along the Route 16 with comparable service hours will operate within Town of Marana limits. The RTA will fully fund this service. The RTA will fund the provision of this service with RTA funds augmented by Town MOE.

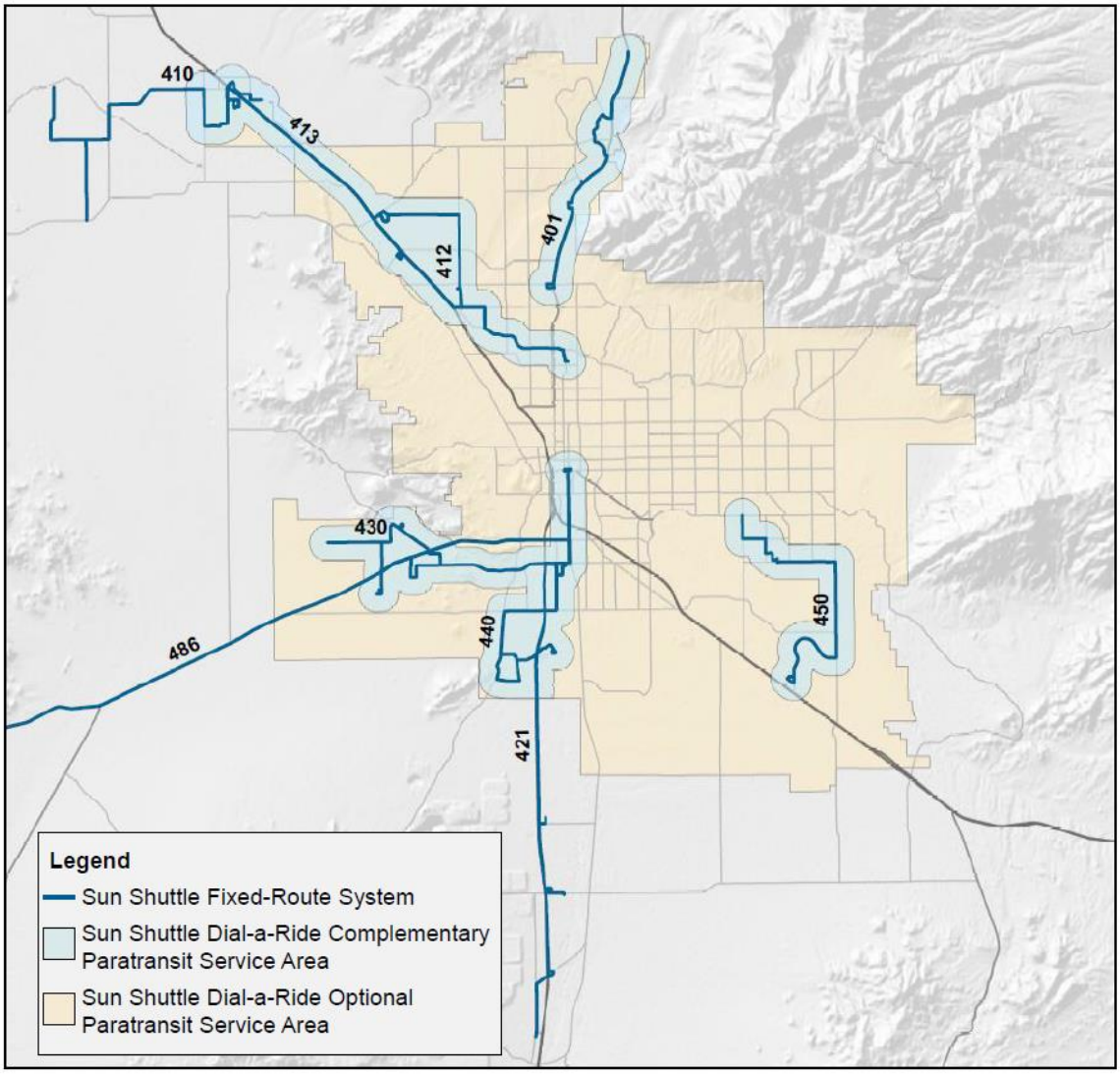
Sun Express Services

Sun Express Routes 102X, (Northwest-UA Express) 103X, (Northwest-Downtown), Route 104X, (Marana-Downtown) and 204X Northwest-Aero Park will operate within Town of Marana limits Monday thru Friday excluding holidays. The RTA will fully fund the provision of this service.

RTA Special Needs Service

RTA Special Needs service, branded as Sun Shuttle Dial-a-Ride, will be available to Town of Marana residents within the service area established by the RTA. The boundary for this service area is shown on Attachment I. The RTA will fully fund the provision of this service.

Attachment I



For current regional transit maps and schedules, visit www.suntran.com.

Council-Regular Meeting **C10**

Meeting Date: 05/19/2020

To: Mayor and Council

From: Kristin Taft, Grants Manager

Date: May 19, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-051: Relating to Marana Regional Airport; approving and authorizing the Town Manager to execute CARES Grant Agreement Number 3-04-0058-023-2020 with the Federal Aviation Administration for funding in an amount not to exceed $69,000 to help offset a decline in revenues as a result of the COVID-19 Public Health Emergency (Kristin Taft)

Discussion:

On April 22, 2020, Town staff submitted a grant request to the Federal Aviation Administration (FAA) for formula funding provided to airports under the Coronavirus Aid, Relief, and Economic Securities (CARES) Act. This grant is provided in accordance with the CARES Act to Marana Regional Airport to provide funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this grant is to maintain safe and efficient airport operations. Grant funds can be used for any purpose for which airport revenues may lawfully be used including payroll, operations and maintenance, and debt service costs. New airport development projects may not be funded with this grant.

Financial Impact:

Fiscal Year:	2020
Budgeted Y/N:	Yes
Amount:	$69,000

The FAA will provide reimbursements up to $69,000 with no match required from the Town of Marana. While the revenue from this grant was not budgeted, the amounts that this grant will be reimbursing were budgeted expenses in the Airport's operating budget.

Staff Recommendation:

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

Suggested Motion:

I move to adopt Resolution No. 2020-051, approving and authorizing the Town Manager to execute CARES Grant Agreement Number 3-04-0058-023-2020 with the Federal Aviation Administration for funding in an amount not to exceed $69,000 to help offset a decline in revenues as a result of the COVID-19 Public Health Emergency.

Attachments

Resolution No. 2020-051

FAA Grant Agreement

MARANA RESOLUTION NO. 2020-051

RELATING TO MARANA REGIONAL AIRPORT; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE CARES GRANT AGREEMENT NUMBER 3-04-0058-023-2020 WITH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDING IN AN AMOUNT NOT TO EXCEED $69,000 TO HELP OFFSET A DECLINE IN REVENUES AS A RESULT OF THE COVID-19 PUBLIC HEALTH EMERGENCY

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

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

WHEREAS the Town submitted to the Federal Aviation Administration (FAA) a Coronavirus Aid, Relief, and Economic Security (CARES) Act Airports Grants Application dated April 21, 2020, for a grant of Federal funds at the Marana Regional Airport; and

WHEREAS the FAA has approved the grant application for the Marana Regional Airport to provide funding, derived by legislative formula, to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency; and

WHEREAS the Town Council finds that authorizing the Town Manager to execute a grant agreement with the FAA to receive the funding 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, AS FOLLOWS:

SECTION 1. Grant agreement 3-04-0058-023-2020 with the Federal Aviation Administration for CARES Act funding for the Marana Regional Airport in an amount not to exceed $69,000, in substantially the form of the Grant Agreement attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, and the Town Manager is hereby authorized and directed to sign 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 grant agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of May, 2020.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Western-Pacific Region
Arizona, Nevada

FAA PHX ADO
3800 N Central Ave,
Suite 1025,10th Floor
Phoenix, AZ 85012

Mr. Steve Miller
Airport Director
Marana Regional Airport
11700 W. Avra Valley Road, #91
Marana, AZ 85653

Dear Mr. Miller:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-04-0058-023-2020 for the Marana Regional Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than June 1, 2020, in order for the grant to be valid.
c. You may not make any modification to the text, terms or conditions of the grant offer.
d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:
- An invoice summary, even if you only paid a single invoice and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:
- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and

- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Kyler Erhard by email kyler.erhard@faa.gov that the grant is administratively and financially closed. We are readily available to assist you and your designated representative with the requirements stated herein. If you have additional questions, please contact Kyler Erhard at (602) 792-1073. We sincerely value your cooperation in these efforts.

Sincerely,

Mike N Williams

Mike N Williams (May 5, 2020)

Mike N. Williams,
Manager
Phoenix Airports District Office

U.S. Department of Transportation Federal Aviation Administration

CARES ACT AIRPORT GRANT AGREEMENT

PART I – OFFER

Federal Award Offer Date	May 5, 2020
Airport/Planning Area	Marana Regional Airport
CARES Grant Number	3-04-0058-023-2020
Unique Entity Identifier	017203188

TO: Town of Marana
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated April 21, 2020, for a grant of Federal funds at or associated with the Marana Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor**,** the FAA has approved the Grant Application for the Marana Regional Airport (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Marana Regional Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded

with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $69,000.

2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

   The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

   The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.

5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.

6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before June 1, 2020, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.

11. **System for Award Management (SAM) Registration And Universal Identifier** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.

15. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.

16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/ . Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    A. Verify the non-federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

    B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).

    C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. **Ban on Texting While Driving.**

    A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.

        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

            b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. **Trafficking in Persons.**

    A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not —

        1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

        2. Procure a commercial sex act during the period of time that the award is in effect; or

        3. Use forced labor in the performance of the award or subawards under the award.

    B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

        1. Is determined to have violated a prohibition in paragraph A of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either—

    a. Associated with performance under this award; or

    b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"as implemented by the FAA at 2 CFR Part 1200.

3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.

4. Our right to terminate unilaterally that is described in paragraph A of this section:

    a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

    b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

20. <u>Employee Protection from Reprisal</u>.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:

    a. Gross mismanagement of a Federal grant;
    b. Gross waste of Federal funds;
    c. An abuse of authority relating to implementation or use of Federal funds;
    d. A substantial and specific danger to public health or safety; or
    e. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

    a. A member of Congress or a representative of a committee of Congress;
    b. An Inspector General;
    c. The Government Accountability Office;
    d. A Federal office or employee responsible for oversight of a grant program;
    e. A court or grand jury;
    f. A management office of the grantee or subgrantee; or
    g. A Federal or State regulatory enforcement agency.

3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. Co-Sponsor. Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

22. Employee Retention. For Large, Medium, and Small Hub Airports only: [insert name of airport sponsor], owner and operator of [insert name of airport], as a [insert hub size] hub airport, agrees to continue to employ, through December 31, 2020, at least 90 percent of the number of individuals employed (after making adjustments for retirements or voluntary employee separations) by the airport as of March 27, 2020, unless this provision is specifically waived by the Secretary at the airport Sponsor's written request. The Sponsor shall provide to the FAA the number of employees employed as of March 27, 2020, within 10 business days of this Grant being awarded. Provided further, the Sponsor will report to the FAA the number of employees as of June 30, September 30, and December 31 of 2020, within 10 business days of the end of each reporting period.

23. Limitations. Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. ARFF and SRE Equipment and Vehicles. The Sponsor agrees that it will:

A. House and maintain the equipment in a state of operational readiness on and for the airport;

B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;

C. Restrict the vehicle to on-airport use only;

D. Restrict the vehicle to the use for which it was intended; and

E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.

2. Equipment or Vehicle Replacement. The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.

3. Off-Airport Storage of ARFF Vehicle. The Sponsor agrees that it will:

A. House and maintain the vehicle in a state of operational readiness for the airport;

B. Provide the necessary staffing and training to maintain and operate the vehicle;

C. Restrict the vehicle to airport use only;

D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;

E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and

F. Submit a copy of the executed agreement to the FAA.

4. Equipment Acquisition. The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.

5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.

6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:

   A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

   B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and

   C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Mike N Williams
Mike N Williams (May 5, 2020)

(Signature)

Mike N Williams

(Typed Name)

Manager

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated _____

_____
(Name of Sponsor)

_____
(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of [StateName]. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have

reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated _____

By: _____

(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law Number, Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.

b. Hatch Act – 5 U.S.C. 1501, et seq.

c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.

d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).

e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.

f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.

g. Clean Air Act, P.L. 90-148, as amended.

h. Coastal Zone Management Act, P.L. 93-205, as amended.

i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.

j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).

k. Rehabilitation Act of 1973 - 29 U.S.C. 794.

l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

o. American Indian Religious Freedom Act, P.L. 95-341, as amended.

p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.

q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.

r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.

s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.

t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.

u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.

w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 - Equal Employment Opportunity

b. Executive Order 11990 - Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 - Intergovernmental Review of Federal Programs

e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction

f. Executive Order 12898 - Environmental Justice

g. Executive Order 13788 - Buy American and Hire American

h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.

d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.

e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

f. 29 CFR Part 1 - Procedures for predetermination of wage rates.

g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.

h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).

i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).

j. 49 CFR Part 20 - New restrictions on lobbying.

k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.

m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).

q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. **Purpose Directly Related to the Airport**

   It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

      It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

      It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in

connection with this application; and to provide such additional information as may be required.

3. **Good Title.**

   It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

   b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.

   c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. **Accounting System, Audit, and Record Keeping Requirements.**

   a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

   b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. **Exclusive Rights.**

   The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and

b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. **Airport Revenues.**

This Grant shall be available for any purpose for which airport revenues may lawfully be used**.** CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. **Reports and Inspections.**

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
    1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
    2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

    1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

    2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a

facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and

b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.

e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. **Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. **Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than $5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed $10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the $250,000 threshold for simplified acquisitions.

Council-Regular Meeting **C11**

Meeting Date: 05/19/2020

To: Mayor and Council

From: Cherry L. Lawson, Town Clerk

Date: May 19, 2020

Subject: Approval of the Regular Council Meeting Summary Minutes of May 5, 2020 (Cherry L. Lawson)

Attachments

Regular Meeting Summary Draft Minutes, 05/05/2020

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

May 5, 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

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

Mayor Honea called the meeting to order at 6:04 PM and directed the Clerk to call the roll. **Vice Mayor Jon Post, Council Members Dave Bowen, Patti Comerford, Herb Kai, Roxanne Ziegler and John Officer** were present. There was a quorum of council members present constituting a quorum.

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

Council Member Ziegler moved and Vice Mayor Post to approve the agenda as presented. Motion passes unanimously, 7-0.

CALL TO THE PUBLIC

Mayor Honea opened the meeting to receive public comments and six members of the public listening to the session, but did not offer comments.

PROCLAMATIONS

P1 Proclamation declaring May 3rd through May 9th, 2020 as Drinking Water Week (Scott Schladweiler)

P2 Proclamation declaring May 2020 as Building Safety Month (Cherry L. Lawson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Ziegler acknowledged and congratulated Town employee, **Amanda Jones** for being selected as Arizona Water Works Association 2020 Young Professional of the Year.

Mayor Honea reported that **Governor Ducey** had a news conference yesterday and indicated on Friday, May 8 that most non-essential businesses will open. There will be some criteria related to spacing within stores, and the use of protective equipment. On Monday, May 11, restaurants will open in Arizona; however, no criteria had been placed on them. He believes there is a spacing requirement for restaurant tables needing to have space between them and safety measures in place. Servers should wear mask while in serving. He amended the executive order for the Town of Marana, and the public facilities will open on Friday, May 8 at 8:00 a.m. for business. Signage will be placed throughout the public facilities encouraging the public to wear a mask and to maintain social distancing.

Governor Ducey's presentation was good and he had indicated that we meet all of the criteria of the CDC and the Arizona Department of Health Services. **Mayor Honea** stated in opening public facilities, we are all going to be respectful and will not be the retail police either. He is also interested in having Marana parks opened completely, though he is not certain of the date that will occur. He mentioned the opening of parks in neighboring communities as well as other amenities within those parks. The weather is becoming warmer and families will want to go to the parks to recreate. The Senior Center will be open, but not for senior projects. He said **Governor Ducey** has not opened public pools, and assume that would apply to Marana water parks. However, want the Town to be ready to open those areas once **Governor Ducey** provides for the opening.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Jamsheed Mehta reported on the following:

Town staff is doing well, and staying healthy. For the past two months, it has become a regular habit for supervisors or department heads to check on every employee. The town's essential workers, who make up the vast majority of our 380 employees, are working in the field. We implemented an A-Team / B-team approach to ensure that we

have continuity of work if anyone showed symptoms that would require medical attention. That plan will continue that approach for a little longer, especially for those employees who are in the field and are exposed.

Those employees within the organization who are generally assigned to a desk job are all doing telework. Early on, our Technology Services Department implemented electronic means for all deskwork to be transferred to personal devices. That is how we maintained continuity of our services.

1. **Non Essential Businesses Reopening**

    a. As of yesterday, **May 4**, retail businesses that are on the "nonessential" list can resume operations via curbside service.
    b. On **May 8**, these same **businesses can reopen their doors** to foot traffic, even those that are non-essential retail.
    c. On **May 8**, **salons and barbershops** may resume operations as well. These operations will include strict sanitization guidelines, physical distancing, use of PPE (masks, gloves, etc.), reduced capacity of people in their establishments, and appointment-based services. Marana will have this posted on our website directing the public to the Governor's guidelines.
    d. On **May 11**, **restaurants** may resume dine-in operations. They must do so in compliance with CDC guidelines on physical distancing, use of PPE, symptom screening for employees, and reduced capacity of people within their establishments as provided by the state. Also, will be provided on the Town's website and social media platforms.
    e. The **Governor's Office has released additional guidelines** to these above mentioned establishment types, available on the Governor's website.
    f. There is additional guidance by **Pima County Health Department** as well including best practices for restaurants and businesses.

2. **Simon Premium Outlets at Marana Center**

    a. In accordance with nonessential retail businesses opening up, the Premium Outlets at Marana Center will reopen the property on **May 8**, as well.
    b. It will be up to the individual stores to determine if they will reopen or not.

3. **<u>Phased Reopening of Town Buildings, Operations, and Staff</u>**

Regarding the reopening phase of town buildings and operations, this is following **Mayor Honea's** recent Amendment #6 to the Declaration of Emergency. This will be a three- phased approach to bring employees back into town hall and Marana other facilities.

a. On **May 8**, all Town facilities, regular staffing, and regular operations will resume.

b. **PHASE 1: "*Limited Opening*"**
   i. Front-facing counters will be open and operational.
   ii. Provisions for physical distancing and use of PPE will be in place, to protect Staff and patrons. This may include physical barriers; floor markings for spacing, access to masks, etc. as there are in other retail establishments.
   iii. Staff interacting with the public will be required to wear masks until further notified, including those at the front counters.
   iv. Phase 1 will have very limited staff presence for each department, as each department will be functional. Full staffing will not consist of the full complement at this stage; however, based on maintaining current service levels, as well as allowing for redundancy (including breaks, lunches, etc.)

Regarding PARKS

a. **Park Ramada's** - on **Friday May 8,** all Park Ramada's will open for public use with accompanying signage stating no gathering of more than 10 people. All caution tape will be removed. On Saturday May 16, Marana will reopen certain Ramada's for reservations, for parties of 10 people and under.
b. **Park Restrooms** - On **Saturday May 9,** there will be at least one public restroom open in all Marana Parks, including the restroom on the Loop at Wade McLean Park. There will be a sign on the door of these restrooms for emergency only, however it will provide the facility if needed.
c. **Dog Parks –** Have all remained open during COVID 19.
d. **Tennis Courts –** Have remained open during COVID 19.

As we evaluate this next phase, we will consider all other park facilities in its reopening as well.

c. **PHASE 2: "Moderate Opening"**
   i. Phase 2 will be triggered by a combination of multiple factors, including **evidence of sustained decline in COVID19 symptoms, number of positive cases**, or **additional easing** of restrictions by the Governor.
   ii. Full complement of additional **staff will return to Town buildings, as identified by their respective Dept. Heads**
   iii. Rotating and staggered schedules so to accommodate those employees how may have additional concerns such as child or dependent care, as school is still out but operating through May 26. Parents would need to attend to handle or assist with their children

schoolwork at home. There may be those employees who have certain medical concerns or members of their household or themselves. We will consider those factors as well.

iv. **In person meetings will be discouraged and digital means of meeting will be encouraged**.

d. PHASE 3: "Full Opening"

i. Phase 3 will be triggered by a combination of multiple factors, similar to Phase 2.

ii. **Normal staffing will resume when it is generally deemed safe to do so.**

The entire Council Executive Report will be available online tomorrow on the Town's website.

4. Development and SFRS

a. March 2020 was terrific! We exceeded our expectations, as the latter half of March is when most of the Covid-19 issues started. Marana had in excess of 80+ SFR permits.

b. SFRs for April 2020 = 37 (12 in South Marana, 17 in Northeast Marana, and 8 in Northwest Marana). *SFRs in April 2019 were 88, for comparison* that is more than half of what the Town would have expected at that time a year ago.

c. Tenant Improvements ongoing, as well as our inspections whether it is home related or commercial. Both are continuing at a very good pace.

d. Single family construction has reduced considerably

PRESENTATIONS

CONSENT AGENDA

C1 Resolution No. 2020-033: Relating to development; approving a release of assurances for Saguaro Bloom Block 2 and accepting public improvements for maintenance (Keith Brann)

C2 Resolution No. 2020-034: Relating to the Police Department; approving and authorizing the Town Manager to execute a High Intensity Drug Trafficking Area (HIDTA) grant agreement between the City of Tucson (COT) and the Town of Marana to receive funding under COT Grant Number HT-20-2930 (Kristin Taft)

C3 Resolution No. 2020-035: Relating to Administration; authorizing the Town Manager and the Economic Development Director to sign non-disclosure agreements

on behalf of the Town of Marana related to economic development activities (Jane Fairall)

C4 Resolution No. 2020-036: Relating to Real Estate; approving and authorizing the Mayor to execute a Temporary Work Space Agreement granting El Paso Natural Gas Company, LLC a temporary construction easement on Town-owned property in Block A of Gladden Farms Block 26 (Jane Fairall)

C5 Approval of the Council Meeting Regular Summary Minutes of April 21, 2020 (Cherry L. Lawson)

Council Member Ziegler moved and Vice Mayor Post second the motion approving the Consent Agenda as presented. Motion passes unanimously, 7-0.

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a new application for a series #012 Restaurant liquor license submitted by Jared Michael Repinski on behalf of Native Grill & Wings, located at 8225 N. Courtney Page Way Marana, Arizona 85743.

Town Clerk Cherry Lawson provided an overview of the application submitted by for a series #012 Restaurant liquor license submitted by Jared Michael Repinski on behalf of Native Grill & Wings, located at 8225 N. Courtney Page Way Marana, Arizona 85743. Staff recommends that an order recommending approval be submitted to the DLLC for this liquor license application.

Council Member Ziegler moved and Council Member Kai second the motion to approve the an order be submitted to the DLLC for the liquor license application submitted by Jared Michael Repinski on behalf of Native Grill & Wings, located at 8225 N. Courtney Page Way Marana, Arizona 85743. Motion passes unanimously, 7-0.

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2020-037: Relating to Utilities; approving and authorizing the Mayor to sign the Second Amendment to Amended and Restated Agreement for Construction of Water Facilities and Provision of Water Utility Service for the Saguaro Bloom Development Project (Frank Cassidy)

Town Attorney Frank Cassidy provided an overview of this item stating this amendment is much like the park amendment that was done last June in Saguaro Bloom. With both of Water Agreement and the General Development Agreement, there

was a provision stating *there could not be Impact Fee Credit, and Community Facilities District compensation for piece of infrastructure.* With respect to the park amenities last year, when he wrote those agreements, he was responsible for those agreements. He explained his thinking behind them was incorrect. The Impact Fee is designed to pay the Town back for Town's cost associated with the public infrastructure. When a developer provides the infrastructure, you have to give them credit against the fee so that they do not pay a second time for what they have built. The Community Facilities District (CFD) payment; however, when a Community Facilities District purchases infrastructure, it pays the developer back for the first cost of constructing. The whole idea behind a CFD is to get the developer back to zero, or give them the opportunity to get back to zero. Developers never get back to zero with a CFD. The point is that they have an opportunity to approach to try not to have paid for any public infrastructure.

Mr. Cassidy explained this amendment removes the prohibition on getting both the credit and the CFD compensation. He believes that the Saguaro Springs CFD is considering coming forward with a possible bond sale. He is unsure whether the Covid-19 pandemic has effected it. The Town wanted to move forward to clear this up, as they want to be compensated for some of the water infrastructure.

Council Member Bowen stated the more it was explained by Mr. Medic, the more confused he became. If a developer builds a park and there is a CFD on the sale of the houses then he is paid back for the money on the park. However, there is the other payment that they say is warranted because of the infrastructure, it sounds like double payment. **Mr. Cassidy** replied stating if you were to have the developer pay the Impact Fee for the park after they have built it, they would actually pay a second time for the park. He explained the developer would have paid for the park, as they would have built it. If they pay the Impact Fee for the park, they would pay for it a second time. When you give them the credit, you eliminate that second payment. The CFD pays the developer back for the first payment.

Council Member Bowen stated without that provision, the developer would build the park and receive payment from the CFD, and that would be taken away with the Impact Fee.

Council Member Bowen moved and Council Member Kai second the motion to approve Resolution No. 2020-037. Motion passes unanimously, 7-0.

A2 Resolution No. 2020-038: Relating to Utilities; approving and authorizing the Mayor to sign the First Amendment to Agreement for Construction of Water Facilities and Provision of Water Utility Service for the Rancho Marana 154 Subdivision; designating as protected facilities the 16" potable water main and the offsite non-potable water facilities constructed by Meritage Homes of Arizona; and adopting the Rancho Marana Water Main protected facility charge and the Rancho Marana Non-Potable Water Facilities protected facility charge (Frank Cassidy)

Mr. Cassidy stated that **Lisa Hoskins of Meritage Homes** is an attendee at this meeting and may wish to speak on this item as well. He explained that this item goes back to 2005 the Water Service Agreement where Meritage is required to put in a 16" potable line and some non-potable facilities all of which were oversized; off-site the 16" crosses the Rancho Marana 154 Property to reach over to where Payson Farms is located. In 2005, the Town Code at that point gave a maximum reimbursement period of 15 years for oversizing of public facilities. The Great Recession came within a few years after that, and most of the properties that would have been paying back for this oversize infrastructure was never built. The only exception were that Nicholas Homes started construction of Farm Field 5, and they paid their contribution toward the infrastructure. The other exception is Fianchetto Farms when it built it did not pay for any portion of the infrastructure, because the water line that was to serve Fianchetto Farms would travel through Payson Farms. That piece was not built and Payson Farms was not built.

As of this day [2020], we are about ready to have that 15-year reimbursement period end. We can now see the horizon that Vanderbilt Farms which would be responsible for the non-potable oversizing, and Payson Farms would be responsible for the 16" potable oversizing. Those will probably come forward within the next few years, and yet our 15-year period is ending.

He explained what this agreement will do, if the Council is willing, is extend the period for 10 years. Although if before the 10-year period we have agreements with Vanderbilt or Payson Farms under which they would pay beyond the 10-year, this agreement will automatically extend to whenever those agreements end with the idea being that Marana take a pass-through of the oversizing cost now will be a protected facility charges, if this resolution is approved. That would be used to reimburse Meritage.

The reason Town staff is supporting this is that even though it is a long reimbursement period we believe it is the fair thing to do as we talked the developers into oversizing the facilities many years ago for various market reasons. By having a fair reimbursement of public infrastructure, we are more likely to get other developers and builders to participate in our oversizing programs without making excessive objections to it. Staff recommends approval of this item.

Lisa Hoskins, Meritage Homes thanked **Mr. Cassidy** for his diligence on researching the events around this item over the loss decade since the Water Service Agreement was executed. She did not have much add to **Mr. Cassidy's** explanation of the agreement, as it was well written. The reason for the extension is so that any fees that are paid by Payson and Vanderbilt by virtue of that protected main is passed-through to Meritage. Meritage has carried a receivable in excess of $500,000 on its books for some time, and have written down some of those fees because of the construction at Fianchetto that goes through Payson.

Mayor Honea stated he believes this is a fair request that if we ask the development community to spend money to oversize utilities, it is only fair to allow them to recoup monies that they have spent.

Vice Mayor Post, moved and Council Member Kai second the motion approving Resolution No. 2020-038. Motion passes unanimously, 7-0.

A3 Resolution No. 2020-039: A resolution of the Mayor and Common Council of the Town of Marana, Arizona, approving the form and authorizing the execution and delivery of a loan agreement with the Water Infrastructure Finance Authority of Arizona (WIFA) from its Clean Water Revolving Fund Program; delegating the determination of certain matters relating thereto to the Town Manager and the Finance Director of the Town; providing for the transfer of certain moneys and making certain covenants and agreements with respect thereto; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by such loan agreement and this resolution; and declaring an emergency (Kristin Taft)

Finance Director Yiannis Kalaitzidis provided an overview of this time stating in 2018, the Council approved a resolution to purchase the Adonis Mobile Home Park Wastewater Conveyance System. Subsequently, another resolution approved the design and construction of a new lift station and force main to convey flow from the Adonis Collection System to the existing system of the Marana Water Reclamation Facility. At that time to fund the construction, a WIFA Loan was obtained for nearly $1.5 million dollars with a fifty (50%) percent forgivable principle.

After receiving that loan and going through the design process and receiving bids for the proposed work, the Town experienced a shortfall of approximately $400,000. He explained, this resolution is asking for an additional loan approval to be obtained from WIFA for $475,000; half of it is forgivable principle to the Town for the expenses. Staff is requesting approval of the resolution to approve the loan agreement. **Michael Cafiso, Bond Counsel** for Marana, has reviewed the loan agreement. Additionally, within the resolution there is an emergency clause that will make this resolution effective immediately allowing the Town to close this loan by mid-May with WIFA.

The loan comes with a favorable rate of 3.4%, and the annual payment will be just over $16,000. He reminded Council that it is a forgivable loan.

Vice Mayor Post, moved and Council Member Ziegler second the motion approving Resolution No. 2020-039.

Mayor Honea directed the Clerk to call the roll.

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

Nays: None.
Motion passes unanimously, 7-0.

A4 Resolution No. 2020-040: A resolution of the Mayor and Common Council of the Town of Marana, Arizona, approving the form and authorizing the execution and delivery of a loan agreement with the Water Infrastructure Finance Authority of Arizona from its Drinking Water Revolving Fund program; delegating the determination of certain matters relating thereto to the Town Manager and the Finance Director of the town; providing for the transfer of certain moneys and making certain covenants and agreements with respect thereto; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by such loan agreement and this resolution and declaring an emergency (Kristin Taft)

Mr. Kalaitzidis provided an overview of this time stating this item is similar to Item A3, and relates to the projects to construct water treatment facilities to remove certain fluorinated compounds that exceeds advisory levels. The Town obtained a WIFA loan for $15 million dollars in 2019. Subsequent to receiving that loan in completing the design and receiving bids, the Town had a shortfall of approximately $1.1 million dollars. The Town was able to go back to WIFA to request a loan for that amount. In this particular instance, this loan unlike the previous one is coming with a forgivable portion of $525,000.

Michael Cafiso, Bond Counsel has reviewed the loan agreement, and the resolution includes an emergency clause to allow the resolution to be effective immediately, and allow the Town to close on this loan by May 15. Specifically, the amount of the outstanding loan is $574,500 and the rate is 3.4%, with an annual payment approximately $39,000.

Council Member Kai moved and Council Member Ziegler second the motion approving Resolution No. 2020-040.

Mayor Honea directed the Clerk to call the roll.

Ayes: Mayor Honea, Vice Mayor Post, Council Members Bowen, Comerford, Kai, Ziegler and Officer.
Nays: None.
Motion passes unanimously, 7-0.

A5 *Resolution No. 2020-041: Relating to Budget; approving the transfer of up to $377,800 in budgeted expenditure authority from the General Fund contingency line item in the fiscal year 2019-2020 budget to the Pines II, Road Stabilization Project to pay for anticipated costs associated with the project (Keith Brann)*

Town Engineer Keith Brann provided an overview of the item with the assistance of **Finance Director Yiannis Kalaitzidis. Mr. Brann** explained in 2015 we had a project at the Pines where the project was originally built over what was found to be an unconsolidated sand and gravel pit. The Town had done an in situ in place restoration project of the street, Mountain Stone Pine Way. That project was very successful, and it did arrest the settlement and the Town was able to bring the sinking back up, and repave the street. At the same time, Richmond American went in to address various private properties along that same street with the same issue.

Late last year, the Town started noticing a settlement issue at the intersection of Douglas Fir and Continental Links Drive, which is the backside of the homes from our previous project. At first it appeared as though project would be, a minor settlement issue even though it is in the general location of the edge of the same pit; however, as time as gone that area has settled and become worse. It is obvious now that it is more of the same type of situation, as there were no settlement notice in 2015. What can happen in this area is if there is any type of water infiltration in these types of areas, it could cause this type of settlement—this is what has happened once again.

The Town has reached out to three contractors to obtain bids on what it would take to do a similar type of project completed in 2015; that is a deep soil stabilization project. He explained the process of the project stating under pressure, they would take the lowest cost agent is an engineered polyurethane foam used in 2015. In addition to the various hardscape improvements could be lifted such as curbs and sidewalks, you cannot lift soft-type improvements such as asphalt pavement. That has to be repaved upon completion of the project.

Town staff is ready to get started with this project, and we would like to start as soon as possible before the start of the monsoon season.

Council Member Kai stated his understanding of the project was that the contractor used several unapproved materials for the project, as a result that appears to be the movement in the soil. He asked whether the soil was expanding at this time, or whether with the stabilization we can keep it contain in a certain area. As he understands, the contractor filled the large hole with brush trees, which may have led to the problem of the ground moving underneath, and making it larger. **Mr. Brann** replied stating he had not heard that. Rather, his understanding of the pit was that it formerly was a sand and gravel pit. The sand and gravel pit operator mentioned it before selling it for home building. What they may have or not used there is unknown; however, our operating assumption is whatever was put there was not brought up in proper lifts—compacting each lift, but filling the hole and compacting the top.

Council Member Kai stated as he understands, there was some improper material place in that area for fill, and is concern that the hole will enlarge further before we are able to stop it. **Mr. Brann** stated the area that the Town addressed in 2015 does not

show movement since that time. The area in question did not experience any movement at that time. The pit is larger than previously addressed by the Town. At this time the Town is addressing this area, perhaps in the future, we may have to address another area of the pit. As of now, we are not seeing movement in other areas of the pit.

Council Member Ziegler asked whether the Town had financial assistance from the developer in 2015 when the Town experience the problem with Pines I. **Mr. Brann** stated in 2015 Richmond American came to the table, and they had done a similar stabilization project and corrected project on the private property of the home site. The Town improved the right-of-way, and the developer repaired the private property. In addition, Pima County Wastewater came in once the Town had stabilized the soil from moving, and reset the line and grade of the sewer line in the street; they absorbed that cost. **Council Member Ziegler** asked whether the full cost of the project belongs to the Town. **Mr. Brann** stated the Town is seeking spending authority to deal with the project. In discussions with Richmond American (as was the case in 2015, there are private properties affected by this) the Town is working with them to address the private property site.

Council Member Officer asked whether the drainage been looked at in some scope. If there was a settlement in 2015 prior to this event, and the damage repaired at that time, he asked what about the settlement in the area, which makes it a ponding area whenever there is a rain event. **Mr. Brann** stated the majority of the subdivision drains well. The 2015 issue believed to have started with a private property possibly with over irrigation or a broken irrigation line and found the pit. The issue at hand could be from a private property, poor drainage condition at our street. As part of this project, the Town is looking at the street grades for the entire intersection of Douglas Fir and Continental Links Drive, and will ensure with this project that surface improvements will be completed after the lift and address ponding issues in that area.

Mayor Honea as whether the entire property will be completed all at once as there are private properties in that area as well. **Mr. Brann** replied stating with this type of project it should be completed at one time. **Mayor Honea** expressed concern with Richmond American participate some in this project as **Council Member Ziegler** alluded too. It is his understanding that one of the homes has a crack in the fence, and a wall inside of the house due to this settlement. He asked whether **Mr. Brann** is aware of the issue. **Mr. Brann** confirmed that a house at the intersection of Douglas Fir and Continental Links has substantial damage in the backyard, as well as inside of the residence.

Mayor Honea stated though he wants to address the concern of our residents, he believes that Richmond American should be responsible for part of this project. **Council Member Comerford** stated she agrees with **Mayor Honea** relating to Richmond.

Council Member Ziegler moved and Council Member Officer second the motion approving Resolution No. 2020-041 approving the transfer of up to $377,800 in budgeted expenditure authority from the General Fund contingency line item in the fiscal year 2019-2020 budget to the Pines II, Road Stabilization Project to pay for anticipated costs associated with the project. Motion passes unanimously, 7-0.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Relating to Budget; presentation, discussion and direction regarding an update to fiscal year 2019-2020 revenues and how the COVID-19 pandemic will impact the framework for development of the fiscal year 2020-2021 budget and its role in the implementation of the Strategic Plan (Jamsheed Mehta and Yiannis Kalaitzidis)

Mr. Kalaitzidis provided a PowerPoint Presentation update to fiscal year 2019-2020 revenues and how the COVID-19 pandemic will impact the framework for development of the fiscal year 2020-2021 budget and its role in the implementation of the Strategic Plan. Below is an overview of the presentation. *(A copy of the PowerPoint is available for viewing in the Clerk's Office upon request.)*

Budget Briefing
- Update on where we are today for F/Y 2020
- Assumptions and impacts moving forward
- Updated General Fund FY2021 Outlook
- Impact to next year budget – Discussion

Background
- COVID-19 pandemic has caused unprecedented social and economic disruption
- Intentionally pressed pause on the economy
- No models exist to quantify the magnitude or duration of financial impact or the eventual recovery
- Key to recovery will be effectively handling the health emergency and the reopening of our economy
- National economy contracted by 4.8% in first quarter of calendar year 2020
- 30 million Unemployment Claims over the last 6 weeks
- Second quarter contraction will likely be significantly worse
- Rebound expected to commence in the final two quarters of calendar year 2020
- Economist agree we are in a recession, but unsure of duration or eventual impact – depends on the pandemic!

FY2020 Revised Outlook
- Few Real-Time Indicators or Useful Revenue Trends
    - Marana Hotel occupancy rate fell by 34% (March Year over Year)
    - Marana Hotel Revenues declined by 51.6% (March Year over Year)
    - Several restaurant chains reporting 70% decrease in sales

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- Housing Permits still being issued but future is uncertain
- We will not have useful TPT data for another month:
  - Mid-May for March Collects to Mid-July for May Collections

F/Y2020 Projection Assumptions

Reduced Revenues for period April-June compared to pre-pandemic anticipated collections:

- Sales Tax
  - Retail – 50%
  - Utilities & Insurance – 20%
  - Construction – 40%
  - Restaurants – 65%
  - Hotels – 65%
  - Other – 75%

Shared Revenue
- State Shared Revenue 50%
- Urban Revenue – No change
- Auto Lieu – 35%

Development Related Revenue 50%
- 687 SFR permits to date

Projected expenses for remainder of the year:

- Salaries – Projected based on trending current payroll
- Contractual, Operating and Capital
  - Trending
  - Discussions with departments
  - Some projects and purchases deferred
  - Travel suspended until further notice
- Debt service and Transfers assumed at 100%

F/Y2020 Projection

- General fund revenues at 79% of budget ($37.1m actual of $47.2m budget as of 4/7/2020)
- Anticipated year-end revenues at 98% ($46.3m)
- Anticipated year-end expenditures at 92% ($43.1m)
- General Fund Balance increase of $2.9m
- Under most conservative revenue scenario (75% drop), fund balance would still increase slightly ($0-$0.5m)

Budget Outlook – COVID-19

- Fy2021 Revised General Fund Summary – January 2020 (chart on file)

FY2021 Revised Outlook

- Forecasting Assumptions:
  - Impact will depend on duration of pandemic – gradual lifting of social distancing will have symmetrical impact of economy
  - Sales Tax: Decreases to consumer spending and business growth
  - Intergovernmental: Population growth of 2,110 or 4.5% (July 2018 to July 2019)

    - License, Permits & Fees: 617 new home permits and decrease to commercial activity.
- Few Real-Time Indicators or Useful Revenue Available:
    - Hotel occupancy rate and revenues at multi-year lows
    - New Businesses continue to open, but have lost a few
    - We will not have useful TPT data for another month:
        - Mid-May for March Collections to Mid-July for May Collections
- Sales Taxes (chart is on file)
    - Impact to key areas (Year-Over-Year):
        - Retail: decrease of 10%
        - Construction: Unchanged
        - Hotel & Lodging: decrease of 10%
        - Restaurants: decrease of 10%
        - All Others: decrease of 10%
- Shared Revenues (chart on file)
    - Modest improvements in revenues and Census estimates:
        - Shared Sales Tax: decrease of 10%
        - Shared Income Tax: increase of 15%
        - Auto Lieu Tax: decrease of 10%
    - Will change based on May estimates by ADOR and US Census population estimates
- Licenses, Permits & Fees (chart on file)
    - Single Family Residential (SFR) permits:
        - SFR's – FY2020
            - Budgeted: 735
            - Thru April 30: 687
        - SFR's – FY2021
            - Preliminary Budget: 617
- FY2021 Revised General Fund Summary (chart on file)

<u>FY2021 General Fund Revised Budget</u>

- Finance Revised Budget Assumptions:
    - Payroll at current level with required increases (insurance premiums, pension costs, etc.)
    - No new positions or merit increases
    - Debt service payments at f/y2021 required level.
    - Incorporates departmental reductions for ongoing and one time requests for f/y2021
    - New CIP projects funded by General Fund deferred

<u>FY2021 General Fund – Next Steps Discussion</u>

- Path forward – Base budget with reductions (revised budget)
- Continue looking for savings – operational impact

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- Introduce flexibility in budget document
    - Size of Contingency
    - Other methods

FY2021 Budget Process Key Dates

Dates	State in Budget Process	Description
January 14, 2020	Planning	Preliminary budget outlook & Council Goals/objectives
March 10, 2020	Planning	Presentation, discussion & direction Regarding FY2021-2026 CIP Program
May 5, 2020	Reviewing	Presentation & discussion on revised Budget outlook and Council direction
May 26, 2020	Reviewing	Manager's Recommended Budget
June 16, 2020	Approving	Presentation & adoption of Tentative Budget
July 21, 2020	Approving	Adoption of Final Budget

Council Member Ziegler commented on the Adonis Project that needs to be completed and said any other time she may have been agreeable to delay some projects moving forward. However, as Council, the Town needs to come up with the funding to build the road. The Town needs to be aggressive in its departmental budget cuts. **Council Member Comerford** commented stating she agrees with **Council Member Ziegler's** comments. As such, she would like to have a copy of the Manager's Recommended Budget sooner than when staff will provide it to Council. She would like to have the opportunity to review in it detail.

Mayor Honea complimented **Mr. Kalaitzidis** on the presentation, and stated he does agree with **Council Member Comerford** that the Council receive some preliminary information on the budget earlier it would be helpful.

D2 Relating to Development; Discussion and possible action regarding the status of Adonis Road construction and the request by TMR Investors, LLC for a 120-day postponement of the May 16 start date of the Adonis Road construction under the Villages of Tortolita Development Agreement as amended (Frank Cassidy)

Mr. Cassidy provided an overview stating the Town placed this item on the agenda at the request of **Council Member Ziegler** during the last meeting of April 21. The following day, April 22, the Town received from TMR attorney **Dale Post** a request for 120-day postponement of the Adonis Road Construction. The Town placed this item on the agenda for discussion, and **Mr. Post** is in attendance of the meeting, as is **Bill Cleverley** one of the Principals of TMR **and Mike Zipridge.**

Mr. Cassidy explained that due to there being legal issues involved and that this is a Zoom meeting, Council would not have the ability to go into an executive session. If

there are legal questions or concerns that arise from this discussion, the Town may have to delay those discussions until we return to the municipal complex.

They were supposed to be under construction according to the First Amendment of the Development Agreement. They were supposed to start construction on May 16, and now they are asking for 120-day postponement. If Council decides to give them the postponement, there are a couple of different ways to do it. One of which is doing another amendment to the Development Agreement, and the other option would be as a work out the default. He is not sure whether TMR would want to have a default statement on the record. Another alternative to this; is for Marana to do the project itself. If that is the direction of the Council.

He pointed out that **Chad Rodriguez of Mandarina** is also an attendee for this meeting. Marana has a Settlement Agreement with Mandarina that states the road will be built no later than two (2) years after the Settlement Agreement. Two years would be October 30, 2021.

Council Member Comerford stated is only fair to hear from **Dale Post** as the Villages have been trying to speak with Council for over a year. She stated they have not been allowed to do so.

Dale Post stated **Finance Director Yiannis Kalaitzidis** presentation is relevant and in particular the backdrop to this item. These are unprecedented times and there is not anything that he can equate this to at this time. National home sales and locally are dramatically slowing, inventory is up, sales are down, and mortgage defaults and forbearances are growing at an alarming rate. Large public homebuilders are putting the brakes on new development and land acquisitions. That is occurring nationally as well as around the state. Those points were evident in **Mr. Kalaitzidis** presentation where in the Town of Marana there is a 50% decrease year over year in housing start.

He replied to **Council Member Ziegler** in this project stating, TMR and the developer has complied with all of the timeframes associated with the Development Agreement thus far. The delay and the reason why we are in May 2020 that the road has not started, or been built is that the key to starting for the whole process was the Town's acquisition to the right-of-way. An important point to note in the process that was complicated as there was a problem with the CAP. There were litigations and negotiations that were underway between the Town and a Mr. Pockowitz, developer, the project over near Tangerine, as he understands.

The delay does not have anything to do with TMR and his client. Secondly, this project is not dead. TMR and his client are not walking away from this project, as his client has invested a tremendous amount of money in the development of this project, including a Traffic Study delivered to the Town Manager Office last week. They are continuing to spend and invest in the development of this project and want to see it move forward.

They are in this for the long-term. Due to the undeniable economic reality that is upon us with COVID-19 pandemic, the investment backing for this project is presently not there. That is due to the COVID-19 pandemic and nothing more. He is requesting the Town consider the request of his client, as they understand that making this request places the Town in a difficult situation, because the residents in the Adonis area needs this roadway. They understand and are sympathetic to the situation that the Town is in; however, the reality of the economic situation is requiring that they request the 120-day postponement.

Mr. Post stated they are hopeful that before the 120 days, TMR will fully understand the economic impact on the housing market and this project, and are hopeful that they will be able to quickly identify the path forward and get back on track. They are not stating to the Town that after the 120 days, they will then make a decision, but rather they need the 120 days to assess and evaluate and make a decision well before that timeframe.

Council Member Comerford asked **Mr. Post** whether he understands the Town needs to work on this, not just for the development of his client community, but for the safety and well-being of the residents that live in that area. This road has to be built. She asked whether **Mr. Post** client would have an issue paying for the road once the economy resets. She understands there is a trust issue, and understands their position—it will difficult to obtain financing when you do not know the future. At the same time, the Town has an obligation to the residents in that area to build the road. Making those residents wait 120 days is a problem and a concern at this point. She asked whether the project is fully designed.

Mr. Post replied stating the project is fully designed the Town has approved the design it is fully engineered and ready to go. They struck a deal with the Town in 2018. Now in 2020, over the course of the last year and a half, the construction cost has increased dramatically. He explained when they initially began speaking with the Town of Marana about constructing Adonis Road, their estimate and the Town's estimate was approximately $1-2 million tops. Now, the estimate is $2.5 million to build the roadway. The reality is for them they have wanted to build the road. However, as they sit and wait the construction cost increases.

Council Member Comerford replied stating she understands **Mr. Post** position and have faith in the project, as it is something that will eventually happen in the future. She is frustrated that the Town has taken a long time to work through some of these issues. Requests made, as had been reported to her to speak with the Council regarding technicalities and were never forwarded to the Council. She has an issue with that, as she does not appreciate anybody who comes to the Town, and wants to speak or negotiate with the Town Council, are not to be ignored or somebody else do it on the Council behalf. That information has to come to the Council, and it is not up to staff to make those decisions.

Council Member Ziegler commented on the request from **Mr. Post** stating she would provide them 120 days as the Town has waited years for the roadway to be built. If it were not for **Mr. Post** making the request, she would not agree to 120 days, as he is from Marana and is a good person. She agrees with **Council Member Comerford** in that she does not believe the Council has received all of the information that it should have received regarding this project over the years. She commented on the length of time it has taken for Adonis Road to be built, as she believes it has been at six or more years and nothing has occurred at this time.

She is not making these comments because she is up for re-election. The residents have been told for many years; that is her word as well as other Council Members who informed the residents that the road would be built 2020. She is in favor of giving TMR the 120 days, because of **Dale Post**. Someone in the Town needs to put together some type of communication to the residents in San Lucas and Adonis regarding the delay in the project. It does not matter as much to her if the Town wishes to use the pandemic as a reason for the roadway not being built. She does believe in the message from **Mr. Post,** as there is evidence by way of the number of people who have lost their jobs or businesses.

It is incumbent to do this, and she does not care about other projects that be delayed. If there is a project that the Town has in its CIP, it will not be done. As stated by **Council Member Comerford**, she does not think so. She this project should be placed at the top of the list. The project will not become cheaper as it is already at $2.5 million. She believes in 120 days the project will become more expensive. **Council Member Ziegler** referenced several projects that had an overrun of expenses related to materials. She reiterated she is in favor of providing 120 days postponement on the project.

Council Member Ziegler stated Council and staff meets in executive session and will say everyone agrees but nothing has happened. She is in favor of the 120 days; however, on the 121 day the Town better have a plan if TMR cannot go forward. We need to take the CIP and take $2.5 million out of some project regardless of whether it is a park, swimming pool, etc., and put those funds towards building this roadway.

Council Member Kai thanked **Mr. Post** for his thoughts and comments during the meeting, and stated this is a very important project for Council and the Town. He understands we are going through unprecedented times with the virus. The Town does not want to see TMR in default on this project. He does not have a problem with providing the 120 days; however asked whether his client would be willing to put forward some good faith funds in the amount of $500,000 or $800,000 to demonstrate to the Council that after 120 days TMR would not be walking away from the project, but rather build the roadway. That amount of money would make the Council feel comfortable that we are all in this together.

Mr. Post replied stating the Council can be assured that they are involved in this project. His clients have spent millions of dollars on this project. They have spent $100,000 nonrefundable deposit to the Town for it CFD application fee that they never moved forward on, but were hoping to move forward on. He is not prepared to provide a response to **Council Member Kai** request, as he has not specifically discussed that question with his client.

Council Member Kai stated although he understands **Mr. Post** position, doing so would demonstrate good faith to the Council. The Town is going through some tough times as well and, there has to be a give and take to move this project forward. He does not want to see **Mr. Post** clients be in default over this project. **Council Member Ziegler** stated she agrees with **Council Member Kai.**

Mr. Cassidy stated he does not dispute the difficult times that we are experiencing. However asking how the 120 days postponement would be different in that given timeframe. If we wait 120 days, then we will be 120 days further away and there will not be any change. He suggested this item be rescheduled for another time, and between now and the next meeting, Town Council, Mr. Post and others affected by this can have a scheduled meeting to see what we can do to move this project forward considering the unusual times. He stated the completed plan was submitted in January to the Town. The Town has not prevented TMR from moving forward.

Even if Council were to provide them with the 120 days right now, we will be sitting here in four months from now and the economy will not have turned around that quickly. If they have lost the financing that they have today, he asked how they would get the financing in these four months. He stated it seems as though Marana would be better off to sit down with them and figure out some other potential approach.

Council Member Comerford stated it is unfortunate that the Town did not do that a year ago. They came to us. The problem is nobody knows what the future holds. Although she respects **Mr. Cassidy's** opinion, he could be wrong as well. Everything at this point appears to be flying by the seat of our pants. **Mr. Cassidy** stated the Town did not have the CAP a year ago.

Council Member Officer stated we have to work this out, as it will take some time to complete. We continue to approve extensions, and those extensions keep being extended. TMR has invested a significant amount while asking them to invest more. We need to give them the opportunity to see whether the economy will turn around, and the same for Marana. He said we have to work through them with this. **Council Member Ziegler** stated she agrees with **Mr. Cassidy** in providing the 120-day extension; however, on the 121 day, they need to be constructing the road, or the Town builds the road. When Council starts reviewing and discussing the budget, $2.5 million will be pulled from the budget to construct the road, because it has to be built.

Vice Mayor Post stated Council need to give TMR the 120 days postponement that they are requesting. He also believes the Town need to put this item in its budget, and be prepared to build the road on the 121 day as stated by **Council Member Ziegler.** He does not agree with pulling another CIP from the budget in the event the Town receives some stimulus funding. There has been much discussion regarding stimulus funding for infrastructure projects being available. We have a project that is shovel ready and other CIP that are shovel ready. He would like to see the budget with all of the projects included within it in the event additional funds come to the Town.

If funding does not come forward from the federal government, then the Town can begin to cut its CIP budget and move forward with the Adonis project.

Council Member Kai stated he is not opposed to the 120-day postponement as long as the Town receives a good-faith deposit from TMR for $500,000 to $800,000. That will help to pay for the road when the Town has to build the road itself. He explained when the Council is negotiating it needs to receive something in exchange for what it is providing in order to build the road later. **Council Member Ziegler** asked whether those funds be placed in an escrow account for later use. **Council Member Kai** stated yes.

Mayor Honea stated **Mr. Post** had indicated that he would need to have a conversation with his clients on this matter.

Council Member Bowen stated 120-days appears to be a given, and he does not want to see TMR go into default if the postponement is what they need to sort out their affairs. He does agree that the Town should prepare the budget for the possibility of having to fund the construction of the road. The budget need to be built around this project. If we need to release those funds for other projects then that is fine, but we should be ready to go if TMR cannot come through. He likes **Council Member Kai** suggestion of putting forward a good faith deposit on the project, as it would go a long way towards the building of the road.

Mayor Honea asked whether Council wishes to take action on this item, or delay it to another time. A couple of Council Members are looking to receive an earnest deposit and a couple are interested in the 120-day postponement. The super contingency could have money in it that can be restricted; that if TMR does not build the road, the Town would.

Vice Mayor Post commented on the earnest deposit stating these individuals purchased a huge amount of land and spent monies on studies, hiring of engineers, and met every requirement that the Town requested. He ask how much more earnest money can be requested of them. He does not believe TMR will abandon this project as they have spent a considerable amount of money on the project. If TMR misses the 120 day, they

would have to come back to the Town to renegotiate the Development Agreement. He does not believe it is a reasonable request to ask for an earnest deposit from them.

Council Member Kai stated the deposited funds will be used towards the building of the road. **Council Member Bowen** stated after listening to **Vice Mayor Post** that he would agree that TMR has a considerable investment in this project. However, there are two non-negotiables 1) the 120 days postponement for TMR to come back with a plan to build the road, 2) the Town submit a plan to build the road itself if TMR does not come through.

Council Member Ziegler responded stating a plan exist for building the road; therefore she does not understand the proposal as provided by **Council Member Bowen. Council Member Bowen** stated he is asking for budget authority and the 120-day extension.

Council Member Bowen moved and Council Member Ziegler second the motion that 1) budget authority in for $2.5 million or whatever the cost is for the Town to build the road; and 2) granting 120 days for an extension is non-negotiable; that if after 120 days TMR are unable to come up with the funding of the road, the Town will start building the road. Motion passes 6-1; Nay: Council Member Kai.

D3 Relating to Development and Public Works; update, discussion, and possible direction regarding public and private projects and development applications on the Town's Marana Current and Proposed Projects internet site (Jason Angell)

Development Services Director Jason Angell provided an update to the Council regarding public and private projects and development applications on the Town's Marana Current and Proposed Projects internet site.

D4 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of the other governmental bodies (Jamsheed Mehta)

Mr. Mehta reported on the following updates:

Following up on **Mayor Honea,** inquiry related to Wild Burro Trailhead, the restroom would be open. He has received confirmation from the Park Director that it will be open beginning Friday.

Federal: Nothing new to report.

State:

- The State Legislature has not returned to Session to Sine Die, as was anticipated before.

- No date identified as to when they will adjourn to Sine Die.
- No date identified for any special session to deal with any legislation specific to the operations of the State.
- There is no consensus among the Senate or House as to which bills will be discussed during any scheduled Special Session. This means that all "active" bills are still in limbo at this time.

Bill Tracking:

- There has been discussion of a new bill that may be floated at some point.
- The Homebuilder's Association of Central AZ (HBACA) would float this bill.
- It would be what is called a "tolling extension."
- This would extend approvals to any development-related permits, plans, construction, business licenses, encroachment permits, and more. This extension would kick in especially during the COVID-19 pandemic if the builders have a certain deadline to meet. The tolling extension would kick in. That is, if the Legislature and the Governor approves the bill.

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).

Council Member Comerford stated she wants to ensure the Town gets the budget to Council soon.

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Vice Mayor Post, moved and Council Member Kai second the motion to adjourn the meeting. Motion passed unanimously, 7-0. Meeting adjourned at 8:41 p.m.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on May 5, 2020. I further certify that a quorum was present.

_____

Cherry L. Lawson, Town Clerk

DRAFT

Council-Regular Meeting **A1**

Meeting Date: 05/19/2020

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: May 19, 2020

Strategic Plan Focus Area:
Commerce, Community, Heritage, Recreation, Progress & Innovation

Strategic Plan Focus Area Additional Info:
Marana's strategic plan identifies financial sustainability as an overriding principle of Marana's strategic framework.

Subject: Ordinance No. 2020.008: Relating to Finance; amending the Town of Marana Comprehensive Fee Schedule; and designating an effective date (Yiannis Kalaitzidis)

Resolution No. 2020-052: Relating to Finance; declaring as a public record filed with the Town Clerk the amendments to the Town of Marana Comprehensive Fee Schedule adopted by Ordinance No.2020.008 (Yiannis Kalaitzidis)

Discussion:

The Town created a town-wide, Comprehensive Fee Schedule and standardized fees across all departments. At the time of that ordinance's adoption, it was determined that an annual review of the Comprehensive Fee Schedule should occur to ensure that the Town was continuing to cover its costs, where appropriate, and that it was charging fair and equitable fees to its customers.

Staff conducted this year's review of the Comprehensive Fee Schedule with the following goals in mind:

- Ensure that fees reflect the actual cost of providing programs and services to customers, where appropriate.
- Identify opportunities to streamline, consolidate and modernize the application and use our fees to encourage/facilitate development.
- Eliminate errors, inconsistencies and unused items within the existing comprehensive fee schedule.

Staff presented the proposed changes to Council at the March 17, 2020 meeting. Notification letters of possible fee schedule changes were sent to the Southern Arizona Home Builders Association (SAHBA) and the Metropolitan Pima Alliance (MPA) to provide them the opportunity to review the proposed changes to the Comprehensive Fee Schedule and clarify any issues or areas of concern. We did not receive any comments.

Pursuant to A.R.S Section 9-499.15, the Town did post notice of possible changes to the Comprehensive Fee Schedule, as required. This statute requires that the Town provide notice on its website of any new or increased fees for businesses at least 60 days and then also 15 days before the meeting is scheduled to consider approving the new fees and/or fee increases.

If approved, the changes to the comprehensive fee schedule will be effective on July 1, 2020.

Financial Impact:

Fiscal Year:	2021
Budgeted Y/N:	Y
Amount:	Immaterial

The proposed approval of the amendments to the Town fee schedule.

Staff Recommendation:

Staff recommends approval of the amendments to the Town fee schedule.

Suggested Motion:

I move to adopt Ordinance No. 2020.008, adopting the amendments to the Town of Marana fee schedule and designating an effective date and Resolution No. 2020-052, declaring the amendments a public record.

Attachments

Ordinance No. 2020.008
Resolution No. 2020-052
Exhibit A - Fee Schedule Amendments
Summary of Changes

MARANA ORDINANCE NO. 2020.008

RELATING TO FINANCE; AMENDING THE TOWN OF MARANA COMPREHENSIVE FEE SCHEDULE; AND DESIGNATING AN EFFECTIVE DATE

WHEREAS the Town Council is authorized by A.R.S. § 9-240(A) to control the finances of the town; and

WHEREAS the Town Council, via Ordinance No. 2017.004, adopted an amended comprehensive fee schedule on February 7, 2017, which was made a public record by and attached as Exhibit A to Resolution No. 2017-010; and

WHEREAS from time to time the Town Council has adopted amendments to the comprehensive fee schedule, most recently on January 21, 2020, via Ordinance 2020.002; and

WHEREAS amending the comprehensive fee schedule as set forth in this ordinance is in the best interests of the Town of Marana.

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

SECTION 1. The amendments to the Town of Marana Comprehensive Fee Schedule, one paper copy and one electronic copy of which are on file in the office of the Town Clerk of the Town of Marana, Arizona, which were made a public record by and attached as Exhibit A to Resolution No. 2020-053 of the Town of Marana, Arizona, are hereby referred to, adopted, and made a part of this ordinance as if fully set out here.

SECTION 2. In addition to the amendments listed in Exhibit A, the Town of Marana Comprehensive Fee Schedule is hereby amended to:

A. Delete the word "Utilities" from any fee descriptions for Water Department fees; if necessary to adequately describe a fee, either the words "Water" or "Water Reclamation" shall be substituted for "Utilities."

B. Delete the word "Wastewater" from any fee descriptions for Water Department fees and replace it with the words "Water Reclamation."

SECTION 3. The various town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this ordinance.

SECTION 4. All ordinances, resolutions, or motions and parts of ordinances, resolutions, or motions of the Council in conflict with the provisions of this ordinance are hereby repealed, effective as of the effective date of this ordinance; provided, however, that this repeal shall not affect the rights and duties that matured or penalties that were incurred and proceedings that were begun before the effective date of the repeal.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 6. This ordinance shall become effective on July 1, 2020.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, Arizona, this 19th day of May, 2020.

_____
Mayor Ed Honea

ATTEST:

_____
Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

MARANA RESOLUTION NO. 2020-052

RELATING TO FINANCE; DECLARING AS A PUBLIC RECORD FILED WITH THE TOWN CLERK THE AMENDMENTS TO THE TOWN OF MARANA COMPREHENSIVE FEE SCHEDULE ADOPTED BY ORDINANCE NO. 2020.008

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the amendments to the Town of Marana comprehensive fee schedule, adopted by Marana Ordinance No. 2020.008, a copy of which is attached to and incorporated in this resolution as Exhibit A and one paper copy and one electronic copy of which are on file in the office of the Town Clerk, are hereby declared to be a public record and ordered to remain on file with the Town Clerk.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of May, 2020.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

EXHIBIT A TO MARANA RESOLUTION NO. 2020-052
Amendments to the Town of Marana Comprehensive Fee Schedule
Pursuant to Marana Ordinance No. 2020.008

SECTION 1. The Town of Marana comprehensive fee schedule adopted via Ordinance No. 2017.004, and made a public record by Resolution No. 2017-010, as previously amended, is hereby amended (with deletions shown with ~~strikeouts~~ and additions shown with double underlining) (only amendments to the fee schedule are shown; the remainder of the fee schedule is unchanged):

Fee/Description	Amount	Unit of Measure	Notes
GENERAL SERVICES: CLERK/COPY FEES			
Facility Use: Marana PD Community Room: Security Deposit	$200.00		If required by the Town based on nature of event, number of participants, and past use
COMMUNITY SERVICES: PARK RENTALS			
Park Rental Bundle	~~$300.00~~ $500.00	Per Park/Per Date	Reservation of all rentable park spaces, utilities, Event Application Fee, Beer & Wine Permit. (Additional fees for liquor license may apply for public events). Applications can be submitted up to 6 months in advance.
DEVELOPMENT SERVICES: PLANNING – SIGNS			
Signs; Permanent Sign Review Fee	See note	Per ~~plan~~ permit	Fee is ~~$75.00~~ $300.00 for up to 2 signs and ~~$150.00~~ $500.00 for 3 or more signs.
DEVELOPMENT SERVICES: BUILDING			
Photovoltaic System for water/pool heater; Commercial	$150,00	Per permit	
Photovoltaic System for water/pool heater; Residential	$50.00	Per permit	Includes structural review of loading on roof, backflow preventer and pump

Fee/Description	Amount	Unit of Measure	Notes
PUBLIC SERVICES: AIRPORT			
Fuel Flowage Fee: Self-Fueler Based Aircraft Tenant	$0.20	Per Gallon Delivered	
Fuel Flowage Fee-Avgas; FBO or SASO with ground lease	~~$0.09~~ $0.11	Per gallon ~~pumped~~ delivered	
Fuel Flowage Fee-Jet A; FBO or SASO with ground lease	$0.12	Per gallon delivered	
Fuel Flowage Fee; Commercial Self-Fueler with Permit	~~$0.20~~ $0.22	Per gallon ~~pumped~~ delivered	Plus initial fee
Payment Late Fee	$25.00 or 3% of balance whichever is greater	Per month	
SASO-Aircraft management of one or more piston-engine aircraft less than 12,500 pounds certificated maximum takeoff weight	$100.00	Per month	
SASO-Aircraft management of each turbine/jet aircraft less than 12,500 pounds certificated maximum takeoff weight	$150.00	Per month	
SASO-Aircraft management of each aircraft weighing 12,500-29,999 pounds certificated maximum takeoff weight	$250.00	Per month	
SASO-Aircraft management of each aircraft greater than 30,000 pounds certificated maximum takeoff weight	$350.00	Per month	
Aircraft Parking <5,000 Lbs (Daily)	~~$7.00~~ $10.00	~~Per day~~ Daily	
Aircraft Parking <5,000 Lbs (Monthly)	~~$50.00~~ $60.00	Monthly	
Aircraft Parking 5,000 – 7,499 Lbs. (Daily)	~~$10.00~~ $15.00	Daily	
Aircraft Parking 5,000 – 7,499 Lbs. (Monthly)	~~$72.00~~ $85.00	Monthly	
Aircraft Parking 7,500 – 12,499 Lbs. (Daily)	~~$15.00~~ $20.00	Daily	
Aircraft Parking 7,500 – 12,499 Lbs. (Monthly)	~~$116.00~~ $135.00	Monthly	
Aircraft Parking 12,500 – 24,999 Lbs. (Daily)	~~$30.00~~ $35.00	Daily	
Aircraft Parking 12,500 – 24,999 Lbs. (Monthly)	~~$172.00~~ $200.00	Monthly	
Aircraft Parking 25,000 – 49,999 Lbs. (Daily)	~~$35.00~~ $45.00	Daily	

Fee/Description	Amount	Unit of Measure	Notes
Aircraft Parking 25,000 – 49,999 Lbs. (Monthly)	~~$284.00~~ $300.00	Monthly	
Aircraft Parking 50,000 – 99,999 Lbs. (Daily)	~~$75.00~~ $90.00	Daily	
Aircraft Parking 50,000 – 99,999 Lbs. (Monthly)	~~$562.00~~ $632.00	Monthly	
Aircraft Parking 100,000 – 200,000 Lbs. (Daily)	~~$150.00~~ $175.00	Daily	
Aircraft Parking 100,000 – 200,000 Lbs. (Monthly)	~~$1,119.00~~ $1,250.00	Monthly	
Aircraft Parking 200,000-300,000 Lbs. (Daily)	~~$200.00~~	Daily	
Aircraft Parking 200,000-300,000 Lbs (Monthly)	~~$2,000.00~~	Monthly	
Airship Parking (Daily)	~~$50.00~~ $75.00	Per airship	
Vehicle/Trailer/Fuel Truck Parking (Daily)	~~$32.00~~ $35.00	Daily	Non-Airport Tenant Only
Vehicle/Trailer/Fuel Truck Parking (Monthly)	~~$284.00~~ $312.00	Monthly	Non-Airport Tenant Only
Airport Access ID Card-New	~~$10.00~~ $15.00	Per card	
Airport Aeronautical Use Fee/Commercial Photography	~~$250.00~~ $300.00	Per day	In Addition to Special Event Permit & Airport Operation's Fees
Airport Non-Aeronautical Use Fee/Commercial Photography	~~$500.00~~ $600.00	Per day	In Addition to Special Event Permit & Airport Operation's Fees
~~Late Fee – Monthly Open Tie-Down~~	~~$25.00~~	~~Monthly~~	~~Late fee for monthly open tie-down aircraft not paid by the 1st of the month~~

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Additions & Modifications: Airport							
Add new fee	Fuel Flowage Fee; Self-Fueler Based Aircraft Tenant	n/a	Per Gallon Delivered	n/a	$0.20		Establishing fee based on market average rate
Add new fee	Payment Late Fee	n/a	Per Month	n/a	$25.00 or 3% of balance whichever is greater		Establishing fee based on market average rate
Add new fee	SASO-Aircraft management of one or more piston-engine aircraft less than 12,500 pounds certificated maximum takeoff weight	n/a	Per Month	n/a	$100		Incorporating fee per airport's 2003 minimum standard's document
Add new fee	SASO-Aircraft management of each turbine/jet aircraft less than 12,500 pounds certificated maximum takeoff weight	n/a	Per Month	n/a	$150		Incorporating fee per airport's 2003 minimum standard's document
Add new fee	SASO-Aircraft management of each aircraft weighing 12,500-29,999 pounds certificated maximum takeoff weight	n/a	Per Month	n/a	$250.00		Incorporating fee per airport's 2003 minimum standard's document
Add new fee	SASO-Aircraft management of each aircraft greater then 30,000 pounds certificated maximum takeoff weight	n/a	Per Month	n/a	$350.00		Incorporating fee per airport's 2003 minimum standard's document
Add new fee	Aircraft Parking 200,000-300,000 Lbs. (Daily)	Per Day	Per Day	n/a	$200.00		New fee based on anticipated demand due to current events
Add new fee	Aircraft Parking 200,000-300,000 Lbs (Monthly)	Per Month	Per Month	n/a	$2,000.00		New fee based on anticipated demand due to current events

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Additions & Modifications: Airport Cont.							
Increase existing fee	Airship Parking	Daily	Daily	$50.00	$75.00		Increase based on nature of operations and number of vehicles on property during these operations
Increase existing fee	Fuel Flowage Fee-Avgas; FBO or SASO with ground lease	Per Gallon Delivered	Per Gallon Delivered	$0.09	$0.11		Updated rate analysis performed by Genesis Consulting
Increase existing fee	Fuel Flowage Fee-Jet A; FBO or SASO with ground lease	Per Gallon Delivered	Per Gallon Delivered	$0.09	$0.12		Updated rate analysis performed by Genesis Consulting
Increase existing fee	Fuel Flowage Fee; Commercial Self-Fueler with Permit	Per Gallon Delivered	Per Gallon Delivered	$0.20	$0.22		CPI increase of 9.7% over 7 years
Increase existing fee	Airport Access ID Card-New	Per Card	Per Card	$10.00	$15.00		Increase based on increased cost of material
Increase existing fee	Aircraft Parking <5,000 Lbs. (Daily)	Per Day	Per Day	$7.00	$10.00		CPI increase of 9.7% over 7 years plus premium for new pavement and increased cost of upkeep
Increase existing fee	Aircraft Parking <5,000 Lbs. (Monthly)	Per Month	Per Month	$50.00	$60.00		CPI increase of 9.7% over 7 years plus $5 monthly premium for new pavement and increased cost of upkeep
Increase existing fee	Aircraft Parking 5,000 – 7,499 Lbs. (Daily)	Per Day	Per Day	$10.00	$15.00		CPI increase of 9.7% over 7 years plus $5 monthly premium for new pavement and increased cost of upkeep
Increase existing fee	Aircraft Parking 5,000 – 7,499 Lbs. (Monthly)	Per Month	Per Month	$72.00	$85.00		CPI increase of 9.7% over 7 years plus $6 monthly premium for new pavement and increased cost of upkeep
Increase existing fee	Aircraft Parking 7,500 – 12,499 Lbs. (Daily)	Per Day	Per Day	$15.00	$20.00		CPI increase of 9.7% over 7 years plus premium for new pavement and increased cost of upkeep

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Additions & Modifications: Airport Cont.							
Increase existing fee	Aircraft Parking 7,.500 – 12,499 Lbs. (Monthly)	Per Month	Per Month	$116.00	$135.00		CPI increase of 9.7% over 7 years plus $8 monthly premium for new pavement and increased cost of upkeep
Increase existing fee	Aircraft Parking 12,500 – 24,999 Lbs. (Daily)	Per Day	Per Day	$30.00	$35.00		CPI increase of 9.7% over 7 years plus premium for new pavement and increased cost of upkeep
Increase existing fee	Aircraft Parking 12,500 – 24,999 Lbs. (Monthly)	Per Month	Per Month	$172.00	$200.00		CPI increase of 9.7% over 7 years plus $10 monthly premium for new pavement and increased cost of upkeep
Increase existing fee	Aircraft Parking 25,000 – 49,999 Lbs. (Daily)	Per Day	Per Day	$35.00	$45.00		CPI increase of 9.7% over 7 years plus premium for new pavement and increased cost of upkeep
Increase existing fee	Aircraft Parking 25,000 – 49,999 Lbs.(Monthly)	Per Month	Per Month	$284.00	$300.00		CPI increase of 9.7% over 7 years plus $13 monthly premium for new pavement and increased cost of upkeep
Increase existing fee	Aircraft Parking 50,000 – 99,999 Lbs. (Daily)	Per Day	Per Day	$75.00	$90.00		CPI increase of 9.7% over 7 years plus premium for new pavement and increased cost of upkeep
Increase existing fee	Aircraft Parking 50,000 – 99,999 Lbs. (Monthly)	Per Month	Per Month	$562.00	$632.00		CPI increase of 9.7% for 7 years plus $17 monthly premium for new pavement and increased cost of upkeep
Increase existing fee	Aircraft Parking 100,000 – 200,000 Lbs. (Daily)	Per Day	Per Day	$150.00	$175.00		CPI increase of 9.7% over 7 years plus premium for new pavement and increased cost of upkeep
Increase existing fee	Aircraft Parking 100,000 – 200,000 Lbs. (Monthly)	Per Month	Per Month	$1,119.00	$1,250.00		CPI increase of 9.7% over 7 years plus premium for new pavement and increased cost of upkeep
Increase existing fee	Vehicle/Trailer/Fuel Truck Parking (Daily)	Per Day	Per Day	$32.00	$35.00		CPI increase of 9.7% over 7 years

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Additions & Modifications: Airport Cont.							
Increase existing fee	Vehicle/Trailer/Fuel Truck Parking (Monthly)	Per Month	Per Month	$284.00	$312.00		CPI increase of 9.7% over 7 years
Increase existing fee	Airport Aeronautical Use Fee/Commercial Photography	Per Day	Per Day	$250.00	$300.00		CPI increase over 7 years and increased cost of upkeep
Increase existing fee	Airport Non-Aeronautical Use Fee/Commercial Filming	Per Day	Per Day	$500.00	$600.00		CPI increase over 7 years and increased cost of upkeep
Eliminations: Airport							
Eliminate existing fee	Late Fee – Monthly Open Tie-Down	Per Month	n/a	$25.00	n/a		Incorporate into general late fee

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Additions: Police Department							
Add new fee	Facility Use; Marana PD Community Room; Security Deposit	n/a	n/a	n/a	$200.00	If required by the Town based on nature of event, number of participants, and past use.	Adding Marana PD community room to comprehensive fee schedule. Charge amount comperable to Confrence Center security deposit amount.
Modifications : Parks & Recreation							
Increase existing fee	Park Rental Bundle	Per Date	Per Park/ Per Date	$300.00	$500.00	Reservation of all rentable park spaces, utilities, Event Application Fee, Beer & Wine Permit. (Additional fees for liquor license may apply for public events). Applications can be submited up to 6 months in advance.	The current fee consists of general park custodial duties, electricity, beer & wine permit, and park lighting. Fees are under consideration due to competitive rates and attendance size that impacts the Parks Maintenance team and increased wear and tear on our assets. (Competitve Rates: Oro Valley: $600; Pima County: $200 per field/per date, plus add on fees such as lights, jumping castles, etc.)
Clarifications: Development Services							
Modify existing fee	Developement Services - Planning	Per Plan	Per Permit	$75.00	see note	Fee is ~~$75.00~~ $300.00 for up to 2 signs and ~~$150.00~~ $500.00 for 3 or more signs.	Combine the planning review fee with the building permit fee to simplify and provide the customers with a predicable cost. Currently the building permit fee is calculated based on valuation per resolution 2011-65. A higher or lower valuation does not effect review time or inspection time spent. $300 will cover 2 reviewers, inspections and admin time for 2 signs. The 2nd tier covers additional review & inspection time for more than 2 signs. The average cost for 2019 was approximatly $480.00 as a combined fee.
Clarification of existing fee	Photovoltaic System for Water/Pool Heater; Residential	Per Permit		$50.00		Includes structural review of loading on roof, backflow preventer and pump	Description change to include solar water heater permits. These are similar in nature to solar pool heaters.
Clarification of existing fee	Photovoltaic System for Water/Pool Heater; Commercial	Per Permit		$150.00			Description change to include solar water heater permits. These are similar in nature to solar pool heaters.

Council-Regular Meeting **A2**

Meeting Date: 05/19/2020

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: May 19, 2020

Strategic Plan Focus Area:
Recreation

Strategic Plan Focus Area Additional Info:
Principle Statement 1: We will promote healthy and active lifestyles through ... high-quality recreational amenities for Marana residents and visitors.
Goal 4: Continue creating path, greenway and trail linkage to parks, recreation facilities, schools, commercial development and other public infrastructure.

Subject: Resolution No. 2020-053: Relating to Development; approving and authorizing the Mayor to sign the Amended and Restated Development Agreement among the Pima County Flood Control District, the Town of Marana, Alta Vista Communities RP LLC, and I.T. Investments Three, L.L.C. for CDO North Bank Improvements, West of Thornydale (Frank Cassidy)

Discussion:

In March 2020, the Council approved an agreement with the Pima County Flood Control District and the owners of land along the north bank of the CDO Wash, just west of Thornydale Road and south of Aerie Drive. The agreement provided for PCFCD's construction of bank protection and linear park improvements, with costs divided among PCFCD and the property owners. The Town was a party to the agreement primarily because (1) the bank protection and linear park are located in Marana, (2) the Town owns land and property rights in and along the CDO Wash and Carmack Wash that need to be quit-claimed to PCFCD to allow for construction and maintenance of the improvements as contemplated in the agreement, (3) the landowners need assurance that their dedication of land to PCFCD for the bank protection and linear park improvements will not adversely affect the development of and the development entitlements associated with the landowners' retained lands, and (4) being a party to the agreement gives the Town standing to assure the construction and maintenance will occur as

contemplated in the agreement.

The flood control and linear park improvements to be constructed under the 2019 version of the agreement were proposed to be extended westward across property owned by the Union Pacific Railroad. Unfortunately, PCFCD and the property owners were unable to secure the permissions and property rights needed from the railroad.

The limits of construction in the new version of the agreement exclude the railroad property and ADOT right-of-way. The amended and restated development agreement presented tonight facilitates the construction of public flood control and linear park improvements along the north bank of the Cañana del Oro Wash between the east boundary of the Union Pacific Railroad property and Thornydale Road. The bank protection and linear park improvements across the Union Pacific Railroad property and under Interstate 10 will be done separately.

In addition to changing the limits of the construction, the amended and restated agreement now provides for the owner of Lot 3 of Aerie Riverwalk Final Plat, located southeast of the cul-de-sac bulb of Camino Martin, to transfer Lot 3 to PCFCD for linear park and bank protection maintenance purposes. To ensure that Lot 3 is not used for purposes objectionable to the Town, the agreement calls for a covenant to be placed on Lot 3, enforceable by the Town, restricting the uses of Lot 3 to those contemplated by the agreement or for other uses approved by Marana Town Council resolution.

The amended and restated development agreement is attached as backup in the agenda material, including all of its exhibits. The proposed resolution provides that minor wording revisions, updated exhibits, and references to revised versions of plans may be made to the form of the amended and restated agreement without the need for it to be returned to the Council for formal approval provided that the Town Attorney indicates, by approval as to form, that the obligations of the Town are not changed from the version of the amended and restated agreement found in the agenda backup material.

Staff Recommendation:

Town staff recommends adoption of Resolution No. 2020-053, approving and authorizing the Mayor to sign the amended and restated development agreement for CDO North Bank Improvements west of Thornydale Road.

Suggested Motion:

I move to adopt Resolution No. 2020-053, approving and authorizing the Mayor to sign the amended and restated development agreement for CDO North Bank Improvements west of Thornydale Road.

Attachments

Resolution No. 2020-053

Amended Restated CDO North Bank DA

RESOLUTION NO. 2020-053

RELATING TO DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT AMONG THE PIMA COUNTY FLOOD CONTROL DISTRICT, THE TOWN OF MARANA, ALTA VISTA COMMUNITIES RP LLC, AND I.T. INVESTMENTS THREE, L.L.C. FOR CDO NORTH BANK IMPROVEMENTS, WEST OF THORNYDALE

WHEREAS the Town, the Pima County Flood Control District, Alta Vista Communities RP LLC, and I.T. Investments Three, L.L.C. negotiated the terms of an agreement to facilitate the construction of public flood control and linear park improvements along the north bank of the Cañana del Oro Wash between Interstate 10 and Thornydale Road; and

WHEREAS the agreement was approved by the adoption of Marana Resolution No. 2019-020 on March 5, 2019; and

WHEREAS the agreement included the construction of proposed flood control and linear park improvements across property owned by the Union Pacific Railroad, but the parties to the agreement have been unable to secure the permissions and property rights needed from the railroad and have instead prepared an amended and restated development agreement that facilitates the construction of public flood control and linear park improvements along the north bank of the Cañana del Oro Wash between the east boundary of the Union Pacific Railroad property and Thornydale Road; and

WHEREAS paragraph 4.3 of the amended and restated agreement includes a provision requiring the Town to quit claim to the Pima County Flood Control District certain land and property rights located in and adjacent to the Cañana del Oro Wash and Carmack Wash and more particularly described in paragraph 1.1.4 of the agreement; and

WHEREAS paragraph 7 of the amended and restated agreement has been revised from the original version of the agreement to call for dedication to the Pima County Flood Control District of Lot 3 of Aerie Riverwalk Final Plat, and requires the Pima County Flood Control District to place covenants on Lot 3 enforceable by the Town, limiting the use of Lot 3 to (i) amenities for the linear park, including comfort stations, restrooms and parking; (ii) access for ordinary maintenance and repair of the

linear park and/or the bank protection, including a storage shed not larger than 250 square feet for equipment, (iii) the temporary storage of heavy equipment during an emergency or flood event as necessary to deal with the emergency, and (iv) any additional uses approved by resolution adopted by the Marana Town Council; and

WHEREAS paragraph 8 of the amended and restated agreement provides among other things that the Town will deem the property conveyed by the landowners toward the CDO improvements to be included as part of the landowners' land holdings for all applicable development review purposes including calculating density and lot coverage ratios (such as maximum lot coverage), floor area ratios, and landscaped areas not covered by buildings, and for determining permitted land uses; and provides for certain Town landscaping and bufferyard requirements to be satisfied by the landscaping to be provided under the amended and restated agreement; and

WHEREAS the Mayor and Council of the Town of Marana find that this resolution and the amended and restated agreement it approves are in the best interests of the Town of Marana and its citizens.

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

Section 1. The Amended and Restated Development Agreement among the Pima County Flood Control District, the Town of Marana, Alta Vista Communities RP LLC, and I.T. Investments Three, L.L.C. for CDO North Bank Improvements, West of Thornydale in substantially the form included with the agenda backup material accompanying this resolution is hereby approved and the Mayor is authorized to sign it for and on behalf of the Town of Marana, with the understanding that minor wording revisions, updated exhibits, and references to revised versions of plans may be made to the form of the amended and restated agreement without the need for it to be returned to the Council for formal approval provided that the Town Attorney indicates, by approval as to form, that the obligations of the Town are not changed from the version of the amended and restated agreement found in the agenda backup material.

Section 2. The Town Manager is hereby directed and authorized to sign the quit claim deed, quit-claiming to the Pima County Flood Control District the land and property rights described in paragraph 1.1.4 of the amended and restated agreement.

Section 3. 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 this resolution and the amended and restated agreement it approves.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of May, 2020.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

CDO NORTH BANK IMPROVEMENTS, WEST OF THORNYDALE

This Amended and Restated Development Agreement ("**Agreement**") is entered into effective May_____ 2020 ("**Effective Date**") by and among Pima County Flood Control District ("**RFCD**"), Town of Marana (the "**Town**"), Alta Vista Communities RP LLC, an Arizona limited liability company ("**Alta Vista**"), and I.T. Investments Three, L.L.C., an Arizona limited liability company ("**IT**" and, together with Alta Vista, "**Developers**") with reference to the following recitals:

1. **Background & Purpose**.

1.1. **Amendment and Restatement of Development Agreement.** The parties previously entered into a Development Agreement dated February 19, 2019 ("**Original Agreement**"). Because the parties have been unable to acquire permits necessary to timely construct the Project as originally designed, the parties are entering into this Amended and Restated Development Agreement (the "**Agreement**"), which supersedes and replaces the Original Agreement in its entirety.

1.2. **Property**. The parties own the following real property, which is depicted on **Exhibit A** of this Agreement:

1.2.1. **Alta Vista**. Alta Vista owns three parcels of property adjacent to the north side of the Canada del Oro Wash ("**CDO Wash**"), and identified as Alta Vista Lots 2, 4, and 5 on Exhibit A (the "**Alta Vista Property**"). Pursuant to Section 4.1.1 below, Alta Vista will quit claim to RFCD title to Alta Vista Lot 3 as depicted on Exhibit A.

1.2.2. **IT**. IT owns a parcel of property on the north side of CDO Wash, next to the Alta Vista Property (the "**IT Property**").

1.2.3. **Town**. The Town owns (a) the north half of the Canada del Oro Drainageway, which is adjacent to the IT Property and Alta Vista Property, as shown on the plat for Thornydale Plaza, recorded in Book 26 of Maps and Plats, at Page 84 (the "**Thornydale Plaza Plat**"); (b) the south half of the Canada del Oro Drainageway, portions of Carmack Wash, and a 40' alley on the south side of the Drainageway, all as shown on the plat for Orange Grove Industrial Park, recorded in Book 26 of Maps and Plats at Page 73; and (c) an existing 40' public trail easement on the Alta Vista Property, as shown on the plat for Aerie Riverwalk, recorded at Sequence No. 20131090246 (together, the "**Town Property**").

1.3. **RFCD Authority & Purpose**. RFCD was organized under Arizona Revised Statutes §§ 48-3601 and 48-3602 for flood protection within incorporated and unincorporated areas of Pima County. RFCD provides for flood and erosion control along major watercourses such the CDO Wash to protect public infrastructure including Interstate-10, sewer conveyance systems and other utilities, including through the construction of bank protection and river-park improvements. RFCD has authority under A.R.S. § 48-

3603 to acquire, construct, maintain, and operate, and enter into contracts for acquiring, constructing, maintaining, and operating, flood-control and improvements and incidental improvements.

1.4. **Development Limitations; Project**. There are limitations on the development of portions of the Developers' respective properties until bank protection is installed. RFCD is willing to construct the necessary bank protection as part of a larger project (the "**Project**"), with the financial participation and cooperation of Developers as set forth in this Agreement.

1.5. **Project Description**. The Project will consist of the construction of bank improvements (the "**Bank Improvements**"), and linear park improvements and amenities, including landscaping, within a 50-foot wide linear park measured from the top front face of the bank protection (the "**Linear Park Improvements**" and, together with the Bank Improvements, sometimes collectively referred to as the "**Improvements**").

1.5.1. **Project Area**. The area within which the Project will be built (the "**Project Area**") is depicted on **Exhibit A**. It includes an area over which Foodtown Development Company II, L.L.C. ("**Foodtown**"), and Clover Real Estate II, L.L.C. ("**Clover**"), previously granted an access easement (the "**Existing Access Easement**") to Alta Vista and Pima County, which benefits Lot 3 of the Alta Vista Property, which is being conveyed to the RFCD pursuant to this Agreement. A copy of the Existing Access Easement, which is recorded in the Pima County Recorder's Office at Sequence No. 20180610427, is attached as **Exhibit B**.

1.5.2. **Bank Improvements**. The Bank Improvements include soil cement bank protection along the entire length of the Project Area (including tying-in the existing bank protection along a portion of the IT Property), a maintenance access ramp, and maintenance access road.

1.5.3. **Linear Park Improvements**. The Linear Park Improvements include landscaping, irrigation, and other amenities consistent with other RFCD linear parks, including a paved multi-use path and barricade rail. Diagrams depicting the cross-section for each segment of the Project are attached as **Exhibit D**.

1.5.4. **Required Permits**. Certain clearances and permits are needed for the Project, including a 404 Permit and a Federal Emergency Management Agency ("**FEMA**") Conditional Letter of Map Revision (collectively, the "**Required Permits").**

1.5.5. **LOMR**. Following completion of the project, the Parties intend to obtain a Letter of Map Revision ("**LOMR**") from FEMA in order to remove the floodplain designations on the Alta Vista Property and IT Property.

1.6. **Project Plans**. Developers have retained Cypress Engineering, which has drafted plans and specifications for the Project, as described in **Exhibit C** attached hereto (the "**Project Plans**"), which are being reviewed by RFCD. The Project Plans, when complete, will include all plan, profile, and construction details necessary to bid and construct the

Project as described in this Agreement, supporting engineering and technical documentation as required by RFCD, and construction documents and special provisions.

1.7. **Project Costs**. "**Project Costs**" means all costs for the Project, including the Bank Improvement Costs, Bank Improvement Additional Costs, and Linear Park Costs. Project Costs *do not* include the Developer Direct Costs, as defined below, or the internal administrative and staff overhead expenses of RFCD.

1.7.1. "**Bank Improvement Costs**" means the cost of constructing the Bank Improvements, including site clearing; earthwork; soil cement bank protection; construction of maintenance access roads and ramps; utility sleeves; safety rail; stormwater pollution prevention and hydroseeding necessary for the Bank Protection Improvements; remediation of trash or hazardous materials within the Project Area, to the extent necessary to construct the Bank Improvements; and the costs paid to third parties for Project oversight, inspections and testing, including pass-through expenses charged to the Project by Pima County Department of Transportation for materials testing. Bank Improvement Costs include (i) half the cost of the drainage culvert at (Station 163+55), and (ii) the entire cost of extending an existing 58"x 91" horizontal elliptical reinforced concrete storm drain on the IT Property (Station 183+66). Bank Improvement Costs do not include (i) Bank Improvement Additional Costs as defined below, (ii) Linear Park Costs as defined below, (iii) costs of remediation of trash or hazardous materials outside the Project Area, or (iv) other costs expressly excluded from the definition of Project Costs.

1.7.2. "**Bank Improvement Additional Costs**" means the cost of (i) drainage culverts, including headwalls, flapgates, and scuppers, and associated drainage features, except those specifically included as part of Bank Improvement Costs in the preceding paragraph ; (ii) any additional excavation and filling of areas outside the Project Area if the presence of trash or hazardous material is discovered in the Project Area and correction of that condition impacts adjacent property owned by a party; (iv) constructing any betterments or amenities requested by one of the Parties during the construction of the Project. Bank Improvement Additional Costs do not include costs excluded from the definition of Project Costs.

1.7.3. "**Linear Park Costs**" means all costs for constructing the Linear Park Improvements, including paving, striping, landscaping, irrigation, irrigation utilities, stormwater pollution prevention, and hydroseeding as shown on the landscaping plans. Linear Park Costs do not include costs excluded from the definition of Project Costs.

1.7.4. "**Developer Direct Costs**" means all costs for obtaining rights-of-way for the Project, the Required Permits, the LOMR, and the Project Plans.

1.8. **Cost-Sharing and Allocations**. The parties agree to allocate Project Costs as follows:

1.8.1. **RFCD**: 50% of the Bank Improvement Costs for the Bank Improvements along the IT and Alta Vista Property; and 100% of the Bank Improvement Additional Costs for the Town Property, including but not limited to costs of remediation of trash or hazardous materials on Town Property outside the Project Area.

1.8.2. **IT**: The sum of Three Hundred Thousand Dollars ($300,000) to be applied as IT's full contribution toward the Bank Improvement Costs and the Linear Park Costs, plus 100% of the Bank Improvement Additional Costs pertaining to the IT Property.

1.8.3. **Alta Vista**: 50% of the remaining Bank Improvement Costs for the Bank Improvements along the Alta Vista Property and IT Property; 100% of the Bank Improvement Additional Costs for the Alta Vista Property; and 100% of the Linear Park Costs and Developer Direct Costs.

1.9. **Allocation Methodology**: The Project Plans include an engineer's estimate of probable costs, including a schedule of values (the "**Engineer's Estimate**"), and a spreadsheet allocating the Project Costs among the Developers and RFCD (the "**Cost Allocation Spreadsheet**"). RFCD and each of the Developers have reviewed the allocation methodology and agree that the Cost Allocation Spreadsheet properly allocates the Project Costs according to the above cost shares.

2. **Developers**. "Alta Vista" means Alta Vista, any successor entity, and any successor owner of any portion of the Alta Vista Property other than RFCD. "IT" means IT, any successor entity, and any successor owner of any portion of the IT Property other than RFCD.

2.1. **Liability**. Once IT has deposited $300,000 with the Escrow Agent as described in Section 6.1, IT shall be responsible only for 100% of the Bank Improvement Additional Costs for the IT Property (including but not limited to costs of constructing any drainage structures for the IT Property that are not part of the Improvements), and Alta Vista shall be responsible for all other obligations of the Developers hereunder, even if the Bank Improvement Costs or Linear Park Costs subsequently increase.

2.2. **Refund**. Upon Project Completion and once a Final Accounting of Project Costs has been completed as described in Section 6.4.1, any refund of amounts deposited in Escrow and due to Developers shall be paid and belong to Alta Vista.

3. **Platting and Building Permits**. Alta Vista acknowledges that no building permits will be authorized for the Alta Vista Property, other than for grading, until construction of the Project has been completed and paid for pursuant to the terms hereof ("**Project Completion**"). Until Project Completion, Developers must give RFCD copies of the development and grading plans, and any correspondence and approvals from the Town or associated utilities related to development and grading plans for their properties.

4. **Right of Way**. Within 30 days after this Agreement is approved by the Board of Directors of the District, Alta Vista, IT, and the Town will deliver to the Escrow Agent (as defined in

Section 6 below) fully executed conveyance documents for portions of their property, as described below. Conveyances of additional rights-of-way to RFCD are a condition precedent to RFCD's obligation to bid the Project, as set forth in Section 5.1 below.

4.1. **Alta Vista Conveyances**. Alta Vista will deliver to the Escrow Agent:

4.1.1. *Fee Conveyance*. A special warranty deed conveying to RFCD fee title to a strip of the Alta Vista Property, as legally described on **Exhibit E**. Title must be conveyed free of any monetary liens or encumbrances, and subject only to (i) those non-monetary title exceptions shown on that certain Commitment for Title Insurance issued by First American Title Insurance through Title Security Agency LLC dated June 21, 2018; (ii) at Alta Vista's option, a prohibition on commercial activities within the deeded area, and retention of a temporary construction easement for construction of a wall on Alta Vista's retained property adjacent to the Linear Park, in a form reasonably acceptable to RFCD, over a portion of the deeded property to enable construction of a wall on Alta Vista's retained property; and (iii) any other exceptions to which RFCD consents (not to be unreasonably withheld, conditioned or delayed). This property is encumbered by a 40' utility and access easement as shown on the Thornydale Plaza Plat. Alta Vista and RFCD will reasonably cooperate to obtain any necessary consents from impacted utilities, if applicable, and to obtain appropriate abandonments of any portions of these existing easements that encumber property retained by Alta Vista. Alta Vista will also deliver to Escrow Agent a Quit Claim Deed quit claiming Lot 3 to RFCD.

4.1.2. *Temporary Construction Easement*. A temporary construction easement, in the form of **Exhibit J**, over the property legally described and depicted in **Exhibit K**.

4.2. **IT Conveyances**. IT will deliver to the Escrow Agent:

4.2.1. *Fee Conveyance*. A special warranty deed conveying to RFCD fee title to a strip of the IT Property, as legally described in **Exhibit H**. Title must be conveyed free of any monetary liens or encumbrances, and subject only to (i) those non-monetary title exceptions shown on that certain Commitment for Title Insurance issued by First American Title Insurance through Title Security Agency LLC dated June 21, 2018; (ii) at IT's option, a prohibition on commercial activities within the deeded area, and retention of a temporary construction easement for construction of a wall on IT's retained property adjacent to the Linear Park, in a form reasonably acceptable to RFCD, over a portion of the deeded property to enable construction of a wall on IT's retained property; and (iii) any other exceptions to which RFCD consents (not to be unreasonably withheld, conditioned or delayed). This property is encumbered by (among other matters shown on the Commitment) a 40' utility and access easement as shown on the Thornydale Plaza Plat. IT and RCFD will reasonably cooperate to seek any necessary consents from impacted utilities, if applicable, and to seek appropriate abandonments of any portions of these easements that encumber property retained by IT.

4.2.2. *Temporary Construction Easement*. A temporary construction easement, in the form of **Exhibit L**, over the property legally described and depicted in **Exhibit M**.

4.3. **Transfer of Town Property**. The Town of Marana will deliver to the Escrow Agent a quitclaim deed transferring the Town's interest in the Town Property to RFCD.

5. **Procurement and Construction**.

5.1. **Conditions Precedent for Project Commencement**: RFCD will not bid the Project until the conditions precedent listed below (the "**Conditions Precedent**") have, in RFCD's reasonable judgment, been satisfied. RFCD will cooperate with Developers in good faith, as required herein, and as reasonably necessary to allow Developers to satisfy the Conditions Precedent. If the Conditions Precedent have not been fully satisfied within 120 days of the Effective Date, then RFCD may give written notice of exactly what needs to occur to satisfy the condition and its intent to terminate this Agreement if a specified condition is not satisfied within 30 days (a "**Condition Precedent Notice**"). If the specified Condition Precedent is not satisfied within 30 days of receipt of the Condition Precedent Notice, then RFCD may, from and after that date until all Conditions Precedent have been fully satisfied, terminate this Agreement by written notice to the Developers. Similarly, if a Condition Precedent is not satisfied within one year of the Effective Date, then either Developer may terminate this agreement by written notice to RFCD and the other Developer.

5.1.1. *Plans*. RFCD has approved the Plans.

5.1.2. *Permits*. Developers have obtained, with RFCD's cooperation and in RFCD's name, the Required Permits.

5.1.3. *Right-of-way*. Conveyance documents have been deposited with the Escrow Agent as provided in Section 4 above, and Developers have deposited funds with the Escrow Agent as provided in Section 6.1.

5.1.4. *Utility Clearances*. Cypress Engineering has secured all necessary utility clearances and provided utility relocation plans and utility easements as necessary for the construction and maintenance of the Project, including electrical and water service to the Linear Park area for park maintenance.

5.1.5. *Design Professional Indemnity*. Developers have provided to RFCD indemnity and insurance certificates from Cypress Engineering and ARC Studios, with each entity agreeing to indemnify and defend RFCD from any and all claims based on that entity's design of the Improvements and agreeing to maintain insurance coverage reasonably acceptable to RFCD, and to list RFCD as an additional insured.

5.1.6. *Existing Access Easement*. Alta Vista has obtained an executed amendment to the Existing Access Easement, substantially in the form attached hereto as **Exhibit I**,

and has delivered it to either the Escrow Agent or RFCD, which the parties acknowledge have occurred.

5.1.7. *Lienholder Consents*. As a further condition, lienholder consents must be provided for any easement areas that are subject to liens.

5.1.8. *Special Conditions*. The completion of Special Conditions (if applicable) specified in the Project Plans as "Special Conditions" to be completed before Project commencement.

5.2. **Procurement**. RFCD will, in compliance with Title 34 requirements, issue a delivery order to a job-order contractor for construction of the Bank Protection Improvements (the "**Bank Protection Contract**") and, at a later time, a separate delivery order for construction and landscaping of the Linear Park (the "**Linear Park Contract**"). The Project will be phased, and bidding of the Linear Park Contract will be timed, so that construction of the Linear Park can begin as the Bank Protection Improvements are being completed.

5.2.1. *Bank Improvement Contract*. After bidding the Bank Protection Contract, but prior to awarding the contract, RCFD will, with the assistance of Cypress Engineering and ARC Studios, recalculate each Party's share of Project Costs based upon the amount of the bid that RFCD staff intends to accept, the estimated Linear Park Costs, and the Cost Allocation Spreadsheet. For clarity, IT's cash contribution under Section 1.8.2 toward the Bank Improvement Costs is not subject to increase or decrease

If a Party's recalculated share of Project Costs (the "Adjusted Share Estimate") exceeds the Engineer's Estimate of that share by 15% or more, that Party may, before the delivery order is issued, deliver a written objection to the other Parties. If such an objection is made, RFCD will reject all the bids and the Parties will confer in good faith and attempt to determine if the Project can be re-engineered to reduce costs or otherwise how to proceed.

5.2.2. *Linear Park Contract*. After bidding the Linear Park Contract, but prior to issuing the delivery order, RFCD will, with the assistance of Cypress Engineering and ARC Studios, recalculate each Party's share of Project Costs using the amount of the Linear Park Contract bid that RFCD staff intends to accept, the previously awarded Bank Protection Contract bid, and the Cost Allocation Spreadsheet. For clarity, IT's cash contribution under Section 1.8.2 toward the Linear Park Costs is not subject to increase or decrease.

If a Party's recalculated share of Project Costs exceeds that Party's Adjusted Share Estimate by 20% or more, that Party may, before the delivery order is issued for the Linear Park Contract, deliver a written objection to the other Parties. If such an objection is made, RFCD will reject all the bids and the Parties will confer in good faith and attempt to determine if the Project can be re-engineered to reduce costs or otherwise how to proceed.

5.2.3. *County Nursery*. To ensure the quality of native plant species used for landscaping, RFCD may obtain or require the contractor to obtain trees, shrubs and cacti from the Pima County Native Plant Nursery for the Linear Park Improvements. The cost of these plants, for purposes of calculating Project Costs and allocations, will be the full outside vendor rate.

5.3. **Construction; Meetings**.

5.3.1. After each delivery order is issued, RFCD will cause the selected contractor to construct its portion of the Project, in compliance with the Project Plans, including all Special Conditions, and will oversee and administer the construction.

5.3.2. RFCD will appoint an individual to serve as the Project Manager for the Project, and IT and Alta Vista will each designate a representative to act as a "**Project Liaison**" for the Project. The Project Manager and Project Liaisons will meet on a regular monthly basis during construction (the "**Monthly Meetings**") to discuss the Project's progress and change orders regarding scope or cost. Each Developer shall have the right to approve any change order that will increase that Developer's share of the Project Costs, and in this regard, IT shall only have the right to approve change orders pertaining to (i) Bank Improvement Additional Costs on the IT Property for which IT is responsible, and (ii) changes to Bank Improvements or Linear Park Improvements along the IT Property that are not also being made to the other portions of the Bank Improvements or Linear Park Improvements. Such approval may not be unreasonably withheld, conditioned or delayed.

5.4. **Final Letter of Map Revision**. Following completion of construction, Developers will obtain the LOMR at their cost, with the cooperation of and in the name of RFCD.

5.5. **Release of Liability**. Alta Vista and IT each hereby releases RFCD from any liability for work done by RFCD or its contractors on that Developer's retained property.

6. **Cost Sharing**. The Parties will provide Escrow Agent a copy of this Agreement with direction to follow the process in this Section 6. As required by the Escrow Agent, the Parties will execute escrow instructions consistent with this Section 6.

6.1. **Payments**.

6.1.1. IT and Alta Vista will each, before RFCD awards the Bank Protection Contract, deposit with Title Security Agency LLC, One S. Church Ave., Suite 1610, Tucson, Arizona attention Bobbi Raymond (the "**Escrow Agent**") its estimated share of Project Costs based on the Engineer's Estimate Schedule of Values and the Cost Allocation Spreadsheet.

6.1.2. Each Developer will pay to RFCD additional funds as necessary if, during the course of the Project, that Developer's estimated share of Project Costs increases (subject to approval under Section 5.3.2) to the extent that it exceeds the amount

previously paid by that Developer (for clarity, in IT's case only with respect to Bank Improvement Additional Costs).

6.2. **Disbursals & Deeds**. The Parties will instruct the Escrow Agent to pay the deposited funds to RFCD, and deliver the right-of-way conveyance documents to RFCD, upon receiving from RFCD a copy of the delivery order for the Bank Protection Contract.

6.3. **Project Commencement**. Upon receipt of the deposited funds into escrow (the "**Deposit Date**"), RFCD will make reasonable efforts to issue a notice to proceed to the bank-protection contractor, directing the contractor to commence the Project as soon as possible but not more than 120 days after the Deposit Date. If the notice to proceed is delayed more than 60 days beyond the Deposit Date, RFCD will provide Developers a written notice regarding the reason for the delay. If the notice to proceed is delayed an additional 60 days (120 days since the Deposit Date), RFCD and Developers will meet and confer on whether the Project can move forward. Unless the Parties agree that the Project can move forward, RFCD will provide written notice to the Escrow Agent directing the Escrow Agent to return the deposited funds to IT and Alta Vista, and this Agreement will be deemed to be terminated.

6.4. **Cost Reconciliation**.

6.4.1. *Final Accounting*. On or before 120 days after substantial completion of the Project, RFCD shall submit to Developers a final accounting and allocation of all Project Costs which is consistent with decisions made by the parties at the Monthly Meetings, including any additional amounts due from the Developers, and any amounts by which the Developers overpaid (the "**Final Accounting**").

6.4.2. *Developer Objections*. Either Developer may, within 30 days after receiving the Final Accounting, notify RFCD, in writing, of any amount by which it believes its share has been miscalculated (an "**Objection**"); provided, however, that the only Objection IT may make is that its share of Bank Improvement Additional Costs has been miscalculated. If no Objections are issued, then within 30 days after the end of the Objection period, RFCD will issue any refunds due to the Developers, subject to retention of a good faith estimate of any future Project Costs associated with obtaining the LOMR, and the Developers will pay to RFCD any additional funds due from them. All refunds shall belong to Alta Vista unless pertaining to the refund of a Bank Improvement Additional Cost paid by IT.

6.4.3. *RFCD Decision*. RFCD will review any Objection(s) and, within 30 days after receipt of the Objection(s), notify Developers, in writing, whether RFCD is modifying the Final Accounting (the "**Decision Notification**"). Any failure by RFCD to provide a Decision Notification within that 30-day period will be deemed a decision not to make any changes. Within 30 days after RFCD issues a Decision Notification, or within 30 days after the end of the 30-day notification period if no Decision Notification is issued, RFCD will issue any refunds due to the Developers, subject to retention of a good faith estimate of any future Project Costs associated with obtaining the LOMR, and the Developers will pay to RFCD

any additional funds due from them. Any dispute regarding the Final Accounting or refunds due to or amounts due by Developers shall be resolved pursuant to Section 9.

7. **Responsibility for Maintenance and Repair of Improvements; Restriction on Use of Lot 3**. After completion of the Project, RFCD will maintain and repair all Improvements, and the Developers will have no further responsibility for the Improvements. RFCD is not responsible for the maintenance of areas outside of property conveyed to RFCD. Not later than 60 days after completion of the Project, RFCD shall record a Restrictive Covenant against the title to Lot 3, enforceable by the Town, and in the form attached hereto as Exhibit O (or in another form reasonably acceptable to the Town Attorney).

8. **Development Calculations and Related Matters**.

   8.1. **Areas**. Upon the request of Alta Vista (with respect to the Alta Vista Property) or IT (with respect to the IT Property), in connection with that Developer's development or use of its respective property, and provided that the Linear Park Improvements are constructed substantially as described in Section 1.5 and in the "Landscape Site Plan" section of the Project Plans, the Town will deem such Developer's property to include the property conveyed by the Developer to RFCD pursuant to this Agreement for all applicable purposes including, without limitation, calculating density and lot coverage ratios (such as maximum lot coverage), floor area ratios, and landscaped areas not covered by buildings, and for determining permitted land uses.

   8.2. **Bufferyards & Setbacks**. Pursuant to Marana Land Development Code section 17.03.07 as it may be amended and/or recodified, this Agreement constitutes a "landscape buffer agreement" with abutting landowners, allowing the Alta Vista Property and the IT Property to use the areas conveyed by Alta Vista and IT to RFCD under this Agreement to provide some or all of any required landscape buffer. So long as they are constructed and maintained as provided in this Agreement, the total size and plant quantities of the landscaping as described in Section 5.2.3 and depicted in the "Landscape Site Plan" section of the Project Plans (Project No. 5CDONB; Marana Ref ENG1705-010) satisfy the requirements for landscaping in Marana Land Development Code Chapter 17-3 ("Landscape Requirements") and Chapter 8.7.3 ("Commercial Design Standards"), including but not limited to Section A(6)(b)(3)(b)("Perimeter Landscaping"), as they may be amended and/or recodified.

   8.3. **IT Larger Parcel**. For the purpose of this Section 8 only, the IT Property also includes the property commonly known as Pima County Assessor's Parcels 101-05-042J and 101-05-042K, legally described on **Exhibit N**.

9. **Disputes**. Notwithstanding anything in this section or elsewhere in this Agreement, RFCD will at all times be in charge of the Project, and will have no obligation to suspend or delay the Project during the attempted resolution of any dispute.

   9.1. If the Project Manager and a Project Liaison disagree on any aspect of the Project, they will submit the dispute to the RFCD Director and Garry Brav, or his designee, on behalf

of Alta Vista and Doron Sears, or his designee, on behalf of IT (collectively, the Developer Designees") for resolution. If the RFCD Director and the Developer Designees do not reach a resolution within 10 calendar days, they will submit the dispute to the County Administrator and the Developer Designees, who will attempt to reach a mutually agreeable resolution. If the dispute is not resolved within 10 calendar days, either party to the dispute may initiate the process as described in Section 9.2 below by sending the other party written notice (a "**Dispute Notice**").

9.2. All claims, disputes and causes of action, whether arising in contract, tort, or equity, arising from or related to this Agreement shall first be subject to Mediation and then Arbitration. Unless the parties agree within thirty (30) days of any Dispute Notice from one party to the other, the mediator will be chosen by the presiding Judge of the Pima County Superior Court with Mediation to occur in Pima County, Arizona. If the dispute is not resolved by Mediation, either party may initiate an Arbitration process by sending the other party written notice (the "**Arbitration Notice**"). Unless the parties resolve the dispute within thirty (30) days after the Arbitration Notice, the Arbitrator will be chosen by the Presiding Judge of the Pima County Superior Court. Arbitration will be pursuant to A.R.S. § 12-3001 et seq. The prevailing party will be awarded its reasonable attorneys' fees and costs, costs of mediation, costs of arbitration, fees and costs of expert witnesses. Parties will be entitled to reasonable discovery and a reasoned opinion.

10. **Miscellaneous**.

10.1. **Effective Date**. This Agreement becomes effective on the date it is signed by the last Party to execute it.

10.2. **Entire Agreement**. This Agreement constitutes the entire integrated agreement among the Parties and supersedes all prior written and oral matters related to the Project.

10.3. **Severability**. If any provision of this Agreement is declared void or unenforceable, the Parties agree promptly to meet to attempt to reach an agreement on a substitute provision. If the parties fail to reach a decision, such provision will be severed from the Agreement, which will otherwise remain in full force and effect, provided such severance does not vitiate the overall intent of the Parties in entering into this Agreement.

10.4. **Conflict of Interest**. This Agreement is subject to the provisions of A.R.S. § 38-511.

10.5. **Authority**. IT and Alta Vista represent to RFCD that they have full power and authority to enter this Agreement. IT and Alta Vista warrant to RFCD that the individuals executing this Agreement on their respective behalves are authorized and empowered to bind the Party on whose behalf each individual is signing. RFCD represents to IT and Alta Vista that the individuals executing this Agreement on its behalf are authorized and empowered to bind RFCD.

10.6. **No Waiver**. No delay in exercising any right or remedy will constitute a waiver of that right or remedy, and no waiver by a Party of the breach of any provision of this

Agreement by another Party will be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement.

10.7. **Governing Law**. The laws of the State of Arizona govern the interpretation and enforcement of this Agreement.

10.8. **Recording and Successors**. RFCD may, any time following the awarding of contracts for construction of the Project pursuant to Section 5.2, record a copy of this Agreement with the Pima County Recorder, or a memorandum of agreement, which Developers agree to execute. The burdens of this Agreement are binding on, and the benefits of this Agreement inure to, the Parties and to all their successors in interest and assigns.

10.9. **Amendment**. This Agreement may be amended, in whole or in part, only with the mutual written consent of all the Parties, or their successors. The County will record any amendment or cancellation in the official records of the Pima County Recorder.

10.10. **No Third-Party Beneficiaries**. There are no third-party beneficiaries to this Agreement.

10.11. **Force Majeure**. The time for performance by any party to this Agreement of any term, provision or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, terrorism, unavailability of building materials, civil riots, floods, material or labor restrictions by governmental authority, enforcement of governmental regulations or requirements that were not in effect on the effective date, unreasonable delay by governmental authorities of applicable approvals, and any other cause not within the control of a respective party, as the case may be.

10.12. **No Agency Created**. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the Parties.

10.13. **Timeline**. Attached as **Exhibit O** is an estimated timeline for the Project, from execution of this Agreement through completion.

10.14. **Counterparts**. This Agreement may be executed by facsimile or electronic signature in any number of counterparts, which together constitute one and the same instrument.

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SIGNATURE PAGES FOLLOW

Pima County Regional Flood Control District,
a political subdivision of the State of Arizona

By:_____
Chairman, Board of Directors

Date: _____

ATTEST:

By: _____
Julie Castañeda, Clerk of the Board

Date:_____

APPROVED AS TO CONTENT:

By: _____
Suzanne Shields, Chief Engineer & Director of the District

Date: _____

APPROVED AS TO FORM:

By: _____
Deputy County Attorney

Date: _____

The Town of Marana,
a municipal corporation

By:_____
Ed Honea, Mayor

Date:_____

ATTEST:

By: _____
Town Clerk

Date: _____

APPROVED AS TO FORM:

By:_____
Frank Cassidy, Town Attorney

Date: _____

Alta Vista Communities RP LLC
an Arizona limited liability company

By Casitas Investor RP, LLC
an Arizona limited liability company, Manager

By Brav Holding Company LLC
an Arizona limited liability company, Co-Manager

By_____
Garry Brav, Manager

By Indus Holdings LLC
an Arizona limited liability company, Co-Manager

By_____
G.S. Jaggi, Manager

By Karber Holdings LLC
an Arizona limited liability company, Co-Manager

By_____
Roger Karber, Member

By_____
Diane Fitzpatrick, Member

I.T. Investments Three, L.L.C.
an Arizona limited liability company

By WC Group LLC
an Arizona limited liability company, Manager

By WCLP LLC
an Arizona limited liability company, Manager

By_____
Alexander H. Sears, Manager

EXHIBITS:

A Project Diagram

B Copy of Existing Access Easement

C Description of Plans

D Cross-Section Diagrams

E Legal Description of Property, Fee Title to which is being Conveyed to RFCD by Alta Vista

F. No Longer Applicable/ Intentionally Omitted

G No Longer Applicable/ Intentionally Omitted

H Legal Description of Property, Fee Title to which is being conveyed to RFCD by IT

I Form of Amendment to Existing Access Easement

J Form of Alta Vista Temporary Easement

K Legal Description of Alta Vista Temporary Easement Parcel

L Form of IT Temporary Easement

M Legal Description of IT Temporary Easement Parcel

N Legal Description of IT Larger Parcel

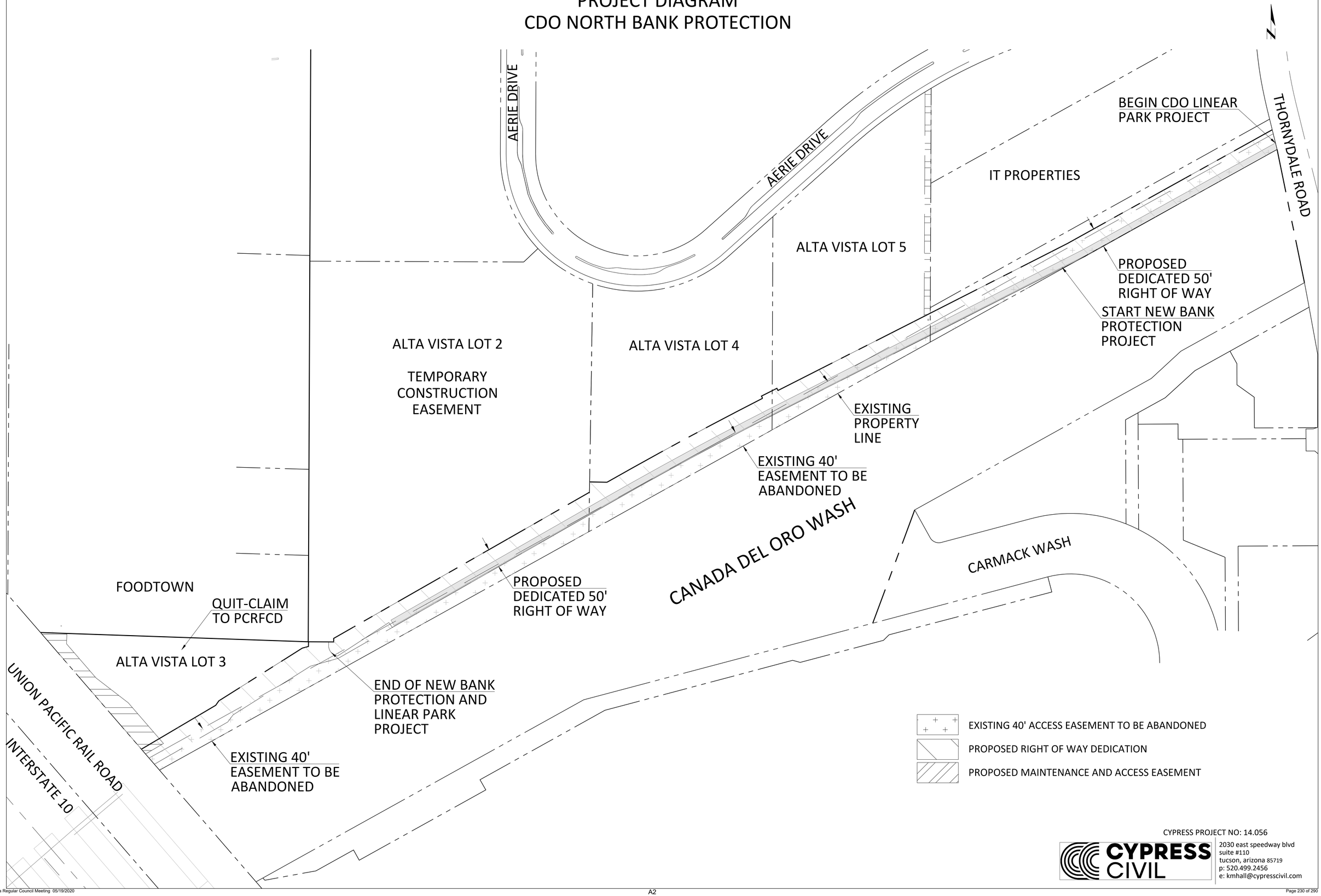
O Form of Restrictive Covenant

P Project Timeline

EXHIBIT A

Project Diagram

PROJECT DIAGRAM
CDO NORTH BANK PROTECTION



CYPRESS PROJECT NO: 14.056

CYPRESS CIVIL
2030 east speedway blvd
suite #110
tucson, arizona 85719
p: 520.499.2456
e: kmhall@cypresscivil.com

EXHIBIT B TO CDO NORTH BANK DEVELOPMENT AGREEMENT
EXISTING ACCESS EASEMENT
17 PAGES

* E RECORDING * Page 1 of 17
SEQUENCE: 20180610427
No. Pages: 17
3/2/2018 2:57 PM

F. ANN RODRIGUEZ, RECORDER
Recorded By: HEM(e-recording)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Kohn Law Firm, PLLC
1200 N. El Dorado Pl., Suite H-810
Tucson, Arizona 85715
Attention: Sidney Y. Kohn, Esq.

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT ("**Agreement**") is made and entered into as of March 1, 2018, by and between FOODTOWN DEVELOPMENT COMPANY II, L.L.C., an Arizona limited liability company, and CLOVER REAL ESTATE II, LLC, an Arizona limited liability company (collectively, the "**Grantor**") and ALTA VISTA COMMUNITIES RP LLC, an Arizona limited liability company ("**Grantee**") with reference to the following facts:

A. Grantor is the owner of certain real property described on Exhibit A attached hereto (the "**Servient Tenement**").

B. Grantee is the owner of certain real property described on Exhibit B attached hereto (the "**Dominant Tenement**"). Grantee will construct or will cause to be constructed certain bank protection improvements within the Dominant Tenement on or adjacent to the wash that runs through or next to the Dominant Tenement (the "**Bank Protection Improvements**").

C. Grantor desires to grant to Grantee an easement over a portion of the Servient Tenement to provide the owner of the Dominant Tenement access to the Dominant Tenement subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a perpetual, nonexclusive easement ("**Easement**") in, upon, over, across, through and along that portion of the Servient Tenement depicted on Exhibit C hereto as the "**Easement Area**" for the purposes of ingress to and egress from the Dominant Tenement. Grantee is hereby authorized to permit others to use the Easement Area for the purposes set forth herein. The foregoing grant of Easement is subject to any and all covenants, conditions, restrictions, reservations, easements, rights and other matters which are of record or set forth in this Agreement. The Easement Area shall be used solely for the purposes described in this Section 1 and nothing herein shall be deemed to grant any right to Grantee to construct improvements within or alter the Easement Area, except as expressly set forth herein. The Easement Area shall not be used for access or travel from or to any property other than the Dominant Tenement, and this restriction shall continue to apply notwithstanding any future replat or recombination of the Dominant Tenement with any other real property.

2. Assignment of Rights to County. Grantee hereby grants and assigns, on a nonexclusive basis, its rights to use the Easement to the County of Pima, Arizona (the "**County**"), subject to the following terms and conditions:

a. Grantee shall retain all its rights to use the Easement and the Easement Area;

b. The grant and assignment set forth in this Section 2 shall not operate to increase the scope of the Easement in any way, including size or location of the Easement Area and use; and

c. The County may use the Easement Area pursuant to this Agreement only for the purposes set forth herein and for the purposes of construction, maintenance and repair of the Bank Protection Improvements or the Easement Area itself.

Grantor consents to the grant and assignment set forth in this Section 2, subject to the terms and conditions set forth in this Agreement, including the provisions set forth in Sections 2.a and 2.b above and the indemnification obligations of Grantee set forth in Section 7 below.

3. Construction of Driveway.

a. Grantee shall have sole responsibility, at its sole cost and expense, for construction of a paved driveway on the Easement Area, joining the cul-de-sac at the southern end of Camino Martin adjoining the Servient Tenement to the Dominant Tenement. Grantee shall have sole responsibility, at its sole cost and expense, for obtaining any necessary permits and otherwise complying with all applicable law, codes, and regulations. However, Grantor shall cooperate with and assist Grantee, at no cost to Grantor, in connection with obtaining such necessary permits or governmental approvals.

b. Grantee shall construct the paved driveway on the Easement Area to Grantee's specifications, provided that such driveway (i) shall meet the construction standards for the existing driveway on the Servient Tenement and (ii) shall consist of a minimum 6" aggregate base and minimum 2" asphalt cement.

c. Grantee shall use diligent efforts to complete the paved driveway to be constructed in the Easement Area. Following completion of initial construction of the paved driveway in the Easement Area, Grantee shall not undertake any further construction on the Servient Tenement, including the Easement Area, subject to Grantor's performance of its maintenance and repair obligations pursuant to Section 5.a or absent prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned, or delayed.

d. Grantee shall keep the Easement Area and the Servient Tenement free and clear of any mechanics' liens or materialmen's liens arising from work or materials provided to Grantee or on Grantee's behalf in connection with the construction contemplated under this Section 3.

e. Grantee shall have the express right and ability to obtain assistance or financial contribution from any third party, including the County, in performing any

obligation or responsibility set forth in this Section 3, notwithstanding that any such obligation or responsibility may be specified as the "sole" obligation or responsibility of Grantee or that such obligation or responsibility is to be performed at Grantee's "sole" cost or expense, provided, however, that Grantee shall remain obligated for the performance and payment of such obligation or responsibility as designated herein.

4. Cleaning and Repair during Construction Periods.

a. During the construction of the paved driveway on the Easement Area or of Bank Protection Improvements (the "Construction Periods"), Grantee shall use reasonable efforts to minimize adverse effects of construction by Grantee or its agents or the County on the tenants and invitees at the Servient Tenant; provided, however, that the foregoing limitation shall not prohibit Grantee or its agents from performing such construction during normal business hours.

b. During the Construction Periods, there shall be a presumption that dust, dirt, sand, rocks, construction debris, or damage found or occurring on the Easement Area or any paved areas on the Servient Tenement that have been traversed by any vehicles or equipment during the Construction Periods were deposited or caused by Grantee, its agents, or the County. Grantee may overcome the foregoing presumption with clear and convincing evidence.

c. Grantee shall at its sole cost and expense (i) immediately clear and clean any dust, dirt, sand, rocks, or construction debris deposited by Grantee, its agents, or the County on the Easement Area or any paved areas on the Servient Tenement during the Construction Periods, and (ii) promptly repair any damage to the Easement Area or any paved areas on the Servient Tenement caused by Grantee, its agents, or the County during the Construction Periods. Grantee shall perform the foregoing obligations without requirement of notice by Grantor or any other action by Grantor. "Cleaning" of paved areas shall mean returning such paved areas to the customarily clean state of the Servient Tenement as evidenced by such photographs as may be provided by Grantor.

d. In the event Grantee shall fail to perform its obligations set forth in Section 4.b above immediately following reasonable notice to Grantor, Grantor may at its sole discretion elect to perform such clearing, cleaning, and/or repair and Grantee shall pay Grantor's documented out-of-pocket costs and internal manual labor charges at a reasonable rate for such work within thirty (30) days following invoice by Grantor. Grantee acknowledges that (i) the presence of dust, dirt, sand, rocks, construction debris, damage and the like may materially and adversely affect Grantor's tenants' access, activities, and presentation to their clients and customers, (ii) "reasonable notice" under such circumstances may be satisfied by telephonic notice to Grantee's designated contacts, and (iii) "immediate" performance may be reasonably deemed to mean same-day commencement and diligent performance.

5. Maintenance; Maintenance Costs.

a. Grantor shall maintain the Easement Area in good condition at all times so Grantee, the County and both of their permitted users shall have unobstructed access to the Easement Area and the Dominant Tenement, SUBJECT TO REASONABLE INTERRUPTION UPON PRIOR NOTICE FOR MAINTENANCE OR REPAIR, PROVIDED THAT GRANTOR SHALL USE REASONABLE BUSINESS EFFORTS TO AVOID AND MINIMIZE SUCH INTERRUPTION.

b. All expenses incurred by Grantor in performing maintenance on the Easement Area ("**Maintenance Expenses**") shall be shared equally by Grantee and Grantor. Maintenance Expenses shall include expenses that are required to be capitalized under GAAP. Maintenance Expenses shall be calculated pro rata based on area of the Easement Area, area of all driveways on the Servient Tenement, and the maintenance costs for all driveways on the Servient Tenement. Grantor and Grantee acknowledge that the Easement Area includes a portion of the driveway used by Grantor and intend that the equal sharing of Maintenance Expenses be performed as set forth above because of such joint usage. The parties intend that the Maintenance Expenses for each calendar year not exceed the amounts stated in a budget of the anticipated Maintenance Expenses for the calendar year (the "**Maintenance Budget**"). On or before December 1, 2018, and December 1 of each year thereafter Grantor shall prepare and deliver to Grantee a proposed Maintenance Budget for the next calendar year, provided that failure by Grantor to meet such deadlines shall not affect the obligations and rights of the parties. If Grantee reasonably objects to the proposed Maintenance Budget for the next calendar year Grantee shall deliver to Grantor written notice thereof within thirty (30) days after receipt of the proposed Maintenance Budget. In the event Grantee timely objects to the proposed Maintenance Budget, the parties shall promptly and in good faith negotiate and finalize the terms of the proposed Maintenance Budget. If Grantee does not object to the proposed Maintenance Budget within thirty (30) days after receipt thereof then Grantee shall be deemed to have accepted and approved of the proposed Maintenance Budget for the next calendar year. If by December 31, of any year the parties cannot agree upon the Maintenance Budget for the next calendar year, the Maintenance Budget shall be the actual Maintenance Expenses incurred during the calendar year ending on said December 31 less any costs for repaving or major repair incurred during such year, plus five percent (5%). Grantee shall not be liable for any Maintenance Expenses in excess of 110% of the amounts stated in the approved Maintenance Budget, nor for any Maintenance Expenses for items not included in the Maintenance Budget, in each case without Grantee's prior written consent. Grantor shall deliver to Grantee periodic statements, either monthly or quarterly, of the maintenance costs for all driveways on the Servient Tenement incurred during the period included in the statement including a calculation of the amount of the Maintenance Expenses attributable to the Easement Area (the "**Maintenance Expenses Statement**").

c. Upon request by Grantee, Grantor shall submit copies of all invoices, bills, statements, and other evidence of the expenditures incurred in connection therewith. Within thirty (30) days after delivery of the Maintenance Expenses Statement to Grantee, Grantee shall pay to Grantor the amount of the Maintenance Expenses incurred by Grantor and shown in the Maintenance Expense Statement. Any undisputed Maintenance Expenses

payable by Grantee and not paid within thirty (30) days after delivery of the Maintenance Expenses Statement shall thereafter accrue interest at the per annum rate of twelve percent (12%) until paid.

d. Amounts not timely paid by Grantor or Grantee under this Section 5 only shall constitute a lien against the Servient Tenement or Dominant Tenement, respectively. Such lien shall attach and take effect upon recordation of a claim of lien in the office of the Pima County Recorder by the party making the claim. The claim of lien shall include (i) the name of the lien claimant; (ii) a statement concerning the basis for the claim of lien; (iii) a statement identifying the owner of the parcel against which the lien is claimed; (iv) a description of the parcel against which the lien is claimed; (v) a description of the work performed or action taken which is giving rise to the claim of lien and a statement itemizing the amount thereof; and (vi) a statement that the lien is claim pursuant to the provisions of this Agreement. The notice shall be duly verified, acknowledged and contain a certificate that a copy thereof has been served upon the owner against whom the lien is claimed by personal service or by mailing and by personal service at or mailing to the address given for the mailing of tax statements in the Pima County assessor's office for the parcel against which the lien is claimed. The lien so claimed shall attach from the date of recordation solely in the amount claimed there by and may be enforced in any manner allowed by law. Notwithstanding the foregoing, any lien arising under this Section 5.d shall be subordinate to any mortgage lien recorded against the Servient Tenement.

6. Repairs. Grantee shall repair any and all damage to the Easement Area or any other portion of the Servient Tenement resulting from its use thereof at its sole cost and expense to the condition of such property prior to the damage and in accordance with all applicable laws and governmental regulations. If such damage to the Easement Area or any other portion of the Servient Tenement is caused by the County or any of its permitted users and Grantee shall be required hereunder to pay for such damage, then Grantee shall have the right to recover any costs incurred in connection with those damages, including attorneys' fees, and Grantor shall cooperate with Grantee to obtain recovery for Grantee's costs. In no event shall Grantor be entitled to any compensation or recovery in connection with its efforts on behalf of or in assistance to Grantee to collect such amounts from the County. If Grantee fails to so repair the damaged property, Grantor may deliver to Grantee a written notice for Grantee to effect such repairs. If Grantee fails to commence such repairs and maintenance within thirty (30) days thereafter and pursue same diligently to completion, then Grantor may thereafter commence such maintenance or repairs at any time prior to the date Grantee commences the same. If Grantor completes such maintenance or repairs, Grantee shall reimburse Grantor for the reasonable costs actually incurred by Grantor with respect to such repairs within thirty (30) days after receipt from Grantor of an itemized statement of the costs and expenses incurred along with invoices. If Grantee disagrees with Grantor's determination, then before Grantee shall be liable for any amount or in breach hereunder, the same must be determined by an arbitrator under Section 13 below. If such damage is caused by Grantor or any of its permitted users, then Grantor shall restore such damage as set forth in this Section 6.

7. Indemnification. Grantee agrees to indemnify, defend and hold Grantor and its successors and assigns harmless from and against any and all claims, demand, liabilities, costs, expenses, obligations, damages and losses, causes of action, compliance orders, fines, penalties

and suits of any nature whatsoever ("Claim") arising out of or related to Grantee's construction of the Easement Area as set forth in Section 3. This indemnification shall expire and be of no further force and effect six (6) months after substantial completion of the construction set forth in Section 3. Notwithstanding the foregoing, in no event shall Grantee be required to indemnify Grantor for any Claim relating to the negligent or intentional acts or omissions of Grantor, its permitted users, agents and employees. In the event Grantee is at any time obligated to Grantor under the foregoing provisions, Grantee (i) assigns to Grantor any payments Grantee may receive from the County under any obligation of County to indemnify, defend and hold Grantee harmless in connection with the Bank Protection Improvements, including any construction, maintenance or repair of the Bank Protection Improvements, and (ii) subrogates to Grantor any right of recovery under any such obligation of County to indemnify, defend and hold Grantee harmless in connection with the Bank Protection Improvements.

8. Insurance. During the construction of the paved driveway described in Section 3, Grantee agrees to maintain general liability insurance, with a single combined liability limit of not less than $1,000,000.00 for bodily injury, death, property damage and personal injury of one person in any one accident or occurrence, and in the amount of not less than $2,000,000.00 for injury or death of more than one person in any one accident or occurrence, insuring against injuries, accidents or damages arising or in any way related to the use of the Easement Area. Such policies shall name Grantor as an additional insured. Grantee shall provide promptly on request by Grantor reasonable evidence of compliance with the insurance requirements set forth herein.

9. Releases.

a. Grantee permanently releases and surrenders all rights relating to the 60 foot roadway along the Southwesterly portion as referred to in Deed recorded in Docket 3684 at page 441, Official Records of Pima County, Arizona, also referred to in the Deed recorded in Book 2302 at page 348 (the "**Old ROW**"), including any rights created by reference to such Old ROW in any other instrument, recorded or unrecorded; and

b. Grantee permanently releases and surrenders all rights relating to the 24 foot access easement contemplated under the Marana Ordinance No. 2002.05 recorded in Docket 11762 at page 2444 of the Official Records of Pima County, Arizona, and the Preliminary Plat for Old West Industrial Village, referenced in such Ordinance as the "Development Plan" for the real property described therein.

c. The foregoing releases in this Section 9 shall be effective in perpetuity, notwithstanding any termination of this Agreement.

10. Term. The term of this Agreement shall commence as of the date hereof and shall be perpetual, unless terminated with the mutual written consent of all parties. All of the agreements, easements, and covenants run with the land and are binding on successors-in-interest of the parties that execute or join in this Agreement.

11. Notice. Any notice, communication, request, reply or advice (collectively, "**Notice**") provided for or permitted by this Agreement to be made or accepted by the Parties must be in writing. Notice may, unless otherwise provided herein, be given or served (i) by depositing

the same in the United States mail, postage paid, certified, and addressed to the party to be notified, with return receipt requested, (ii) by delivering the same to such party, or an agent of such party, in person or by commercial courier, or (iii) by depositing the same into the custody of a nationally recognized overnight delivery service. Notice deposited in the mail in the manner hereinabove described shall be effective on the third (3rd) business day after such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified between the hours of 8:00 A.M. and 5:00 P.M. of any business day with delivery made after such hours to be deemed received the following business day. For the purposes of notice, the addresses of the Parties, until changed as hereinafter provided, are set forth below. The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days written notice to the other party.

If to Grantor: Foodtown Development Company II, L.L.C., and
Clover Real Estate II, LLC
Attn: Paul Kraft
6650 N Oracle Road, Suite 111
Tucson, AZ 85704

with a copy to: Sidney Y. Kohn
Kohn Law Firm, PLLC
1200 N. El Dorado Pl., Suite H-810
Tucson, AZ 85715
Email: skohn@kohnlawfirm.net

If to Grantee: Alta Vista Communities RP LLC
700 East Broadway Boulevard
Suite 1200
Tucson, Arizona 85719
Attn: Roger Karber
Email: Roger@AerieDev.com

with a copy to: Matthew A. Thrasher
Thrasher Law Offices PLLC
1785 East Skyline Drive, Suite 131
Tucson, Arizona 85718
Email: matt@thrasherpllc.com

12. Miscellaneous.

a. No Rights for Public. This Agreement shall not be construed as creating any rights in the general public nor as dedicating for public use any portion of the Servient Tenement.

b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Any action brought in connection with this Agreement shall be brought and prosecuted in Pima County Superior Court as the court

of exclusive jurisdiction and proper venue and the parties hereby consent to the jurisdiction and venue of said court.

c. No Joint Venture or Partnership. Neither anything contained in this Agreement, nor any act of any person hereunder shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between or among the parties hereto or any other person.

d. Attorney's Fees. If either party commences an action or proceeding against the other party arising out of or in connection herewith, the prevailing party in such action or proceeding and in any appeal in connection therewith shall be entitled to have and recover from the unsuccessful party attorneys' fees, court costs, expenses and other costs of investigation and preparation. If the prevailing party recovers a judgment in any such action, proceeding or appeal, such attorneys' fees, court costs and expenses shall be included in and as a part of such judgment.

e. Interest on Amounts Owed. If at any time either party owes any amount of money to the other party under this Agreement, interest shall accrue on the amount owed from the date such amount was first incurred or accrued, at the per annum rate of twelve percent (12%) until the amount owed is paid in full.

f. Estoppel. Any party to this Agreement shall deliver an estoppel within twenty (20) business days of written request by any other party hereto, stating whether the Agreement has been amended, whether the Agreement is in full force and effect, and the nature of any default (including amounts owed) by any other party hereto, if any, as well as any other information that may be reasonably requested in connection with the sale or finance of the requesting party's property. In the event the responding party fails to respond by such deadline, the requesting party may execute such an estoppel on behalf of the responding party, which estoppel may be relied on by third parties.

g. Counterparts. This Agreement may be executed in any number of counterparts, which together will constitute the agreement of the Parties.

h. Exhibits. All exhibits hereto are hereby incorporated herein and made a part hereof.

13. Arbitration. In the event a dispute arises between Grantee and Grantor, either party may proceed to elect to resolve the dispute through arbitration, by delivering written notice to the other within five (5) days after the termination of the mediation process. If notice is given in a timely manner, the parties agree to select an arbitrator to arbitrate the dispute who shall, thereafter, conduct a hearing as soon as possible and decide whether or not any party is in default under the terms of this Agreement, or the meaning or interpretation to be given to the terms or provisions hereof, or other matter which is the subject of arbitration. This provision for arbitration is designed to provide a speedy method for determining such matters. The determination of the arbitrators shall be final and binding upon the parties as to the matter arbitrated and shall be enforceable in a court of law. Each of the parties shall bear their respective cost and expense for the arbitration and each party will bear one half (1/2) of the cost of the arbitrator. The arbitration shall be held pursuant to the Arizona Rules of Civil Procedure and the arbitrator may order injunctive relief.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

"GRANTOR"

FOODTOWN DEVELOPMENT COMPANY II, L.L.C., an Arizona limited liability company

By: Foodtown Development Company, L.L.C., a Missouri limited liability company, its sole member

By: Leslie E. Glaze, Shelly M. Silverman, Jody M. Gross, Scott J. Maizlish, and UMB Trust Company of South Dakota, Trustees ("Trustees") of the Clover Trust, dated June 30, 1999, its sole member

By: _____
Name: Paul Kraft
Title: Agent for Trustees under Clover Trust Agent Agreement

State of Arizona
County of Pima

On February 14, 2018, before me, Heather Hoffman, personally appeared Paul Kraft, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature

HEATHER HOFFMAN
Notary Public, State of Arizona
Pima County
My Commission Expires
September 09, 2019

(Seal)

CLOVER REAL ESTATE II, LLC, an Arizona limited liability company

By: Clover Real Estate, L.L.C., a Missouri limited liability company, its sole member

By: Leslie E. Glaze, Shelly M. Silverman, Jody M. Gross, Scott J. Maizlish, and UMB Trust Company of South Dakota, Trustees ("Trustees") of the Clover Trust, dated June 30, 1999, its sole member

By: _____
Name: Paul Kraft
Title: Agent for Trustees under Clover Trust Agent Agreement

State of Arizona
County of Pima

On February 14, 2018, before me, Heather Hoffman, personally appeared Paul Kraft, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature

HEATHER HOFFMAN
Notary Public, State of Arizona
Pima County
My Commission Expires
September 09, 2019

(Seal)

"GRANTEE"

ALTA VISTA COMMUNITIES RP LLC, an Arizona limited liability company

By CASITAS INVESTOR RP LLC, an Arizona limited liability company, its manager

By: KARBER HOLDINGS LLC, an Arizona limited liability company, a manager

By: Roger Karber
Name: Roger Karber
Its: Member

State of Arizona
County of Pima

On 3/1/18, before me, Whitney Capanear, personally appeared Roger Karber, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Whitney Raquel Capanear
Signature

(Seal)

WHITNEY RAQUEL CAPANEAR
Notary Public, State of Arizona
Pima County
My Commission Expires
March 16, 2021

CONSENTED TO BY:

The undersigned, being the beneficiary and lienholder under that certain Deed of Trust, Security Agreement and Fixture filing dated July 22, 2016, by FOODTOWN DEVELOPMENT COMPANY II, L.L.C., an Arizona limited liability company, and CLOVER REAL ESTATE II, LLC, an Arizona limited liability company, collectively, as trustor, for the benefit of the undersigned, recorded on July 22, 2016, as Sequence 20162040543 in the Official Records of Pima County, Arizona, hereby consents to the foregoing Access Easement Agreement effective as of the date first set forth above.

THE OHIO NATIONAL LIFE INSURANCE COMPANY,
an Ohio corporation

By: _____
Name: G. Timothy Biggs
Title: Vice President, Mortgages & Real Estate

State of Ohio
County of Hamilton

On March 1, 2018, before me, Virginia L. Elliot, personally appeared G. Timothy Biggs, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Virginia L. Elliot
Signature

(Seal)

NOTARIAL SEAL
STATE OF OHIO

Virginia L. Elliot
Notary Public, State of Ohio
My Commission Expires 05-09-2019

EXHIBIT A

LEGAL DESCRIPTION OF SERVIENT TENEMENT

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PIMA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

The South Half of the following described property:

All that part of the Northwest Quarter of Section 6, Township 13 South, Range 13 East, Gila and Salt River Base and Meridian, Pima County, Arizona, lying Easterly of the Easterly right of way of that certain road dedicated by Deed recorded in the office of the County Recorder of Pima County, Arizona, in Docket 996 at page 161, and Northeasterly of the Southern Pacific Railroad right of way; EXCEPT the North 2185.52 feet thereof.

FURTHER EXCEPT any portion thereof conveyed to the Town of Marana, an Arizona municipal corporation, by Deed of Dedication recorded at Sequence No. 20160530366.

EXHIBIT B

LEGAL DESCRIPTION OF DOMINANT TENEMENT

Lot 3 of AERIE RIVERWALK, Pima County, Arizona, according to the map or plat thereof of record in the office of the County Recorder of Pima County, Arizona, recorded in Sequence No. 20131090246.

EXHIBIT C

LEGAL DESCRIPTION AND DEPICTION OF EASEMENT AREA

Bruce Small Surveys, Inc.

3040 N. Conestoga Ave.
Tucson AZ 85749-9332
e-mail: bruce.small@cox.net
voice: (520) 444-7186

October 14, 2017

Description of Access Easement.

A part of Section 6, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Southwest corner of Parcel A as shown on the Record of Survey filed as Sequence 20160550043;

THENCE S 89°30'59" E along the South line of Parcel A a distance of 17.25 feet to the POINT OF BEGINNING;

THENCE N 32°18'55" W 144.27 feet to the Easterly right-of-way line of Camino Martin as deeded in Sequence 20160530366, being a point on the arc of a non-tangent curve concave to the Northwest, a radial line of said curve through said point having a bearing of S 16°02'14" E;

THENCE Northeasterly along said right-of-way line, along the arc of said curve, to the left, having a radius of 50.00 feet, with a chord of N 55°11'06" E 32.19 feet, and a central angle of 37°33'19" for an arc distance of 32.77 feet to a non-tangent line;

THENCE S 35°41'04" E 173.25 feet to the South line of Parcel A;

THENCE N 89°30'59" W along said South line a distance of 50.37 feet to the POINT OF BEGINNING.

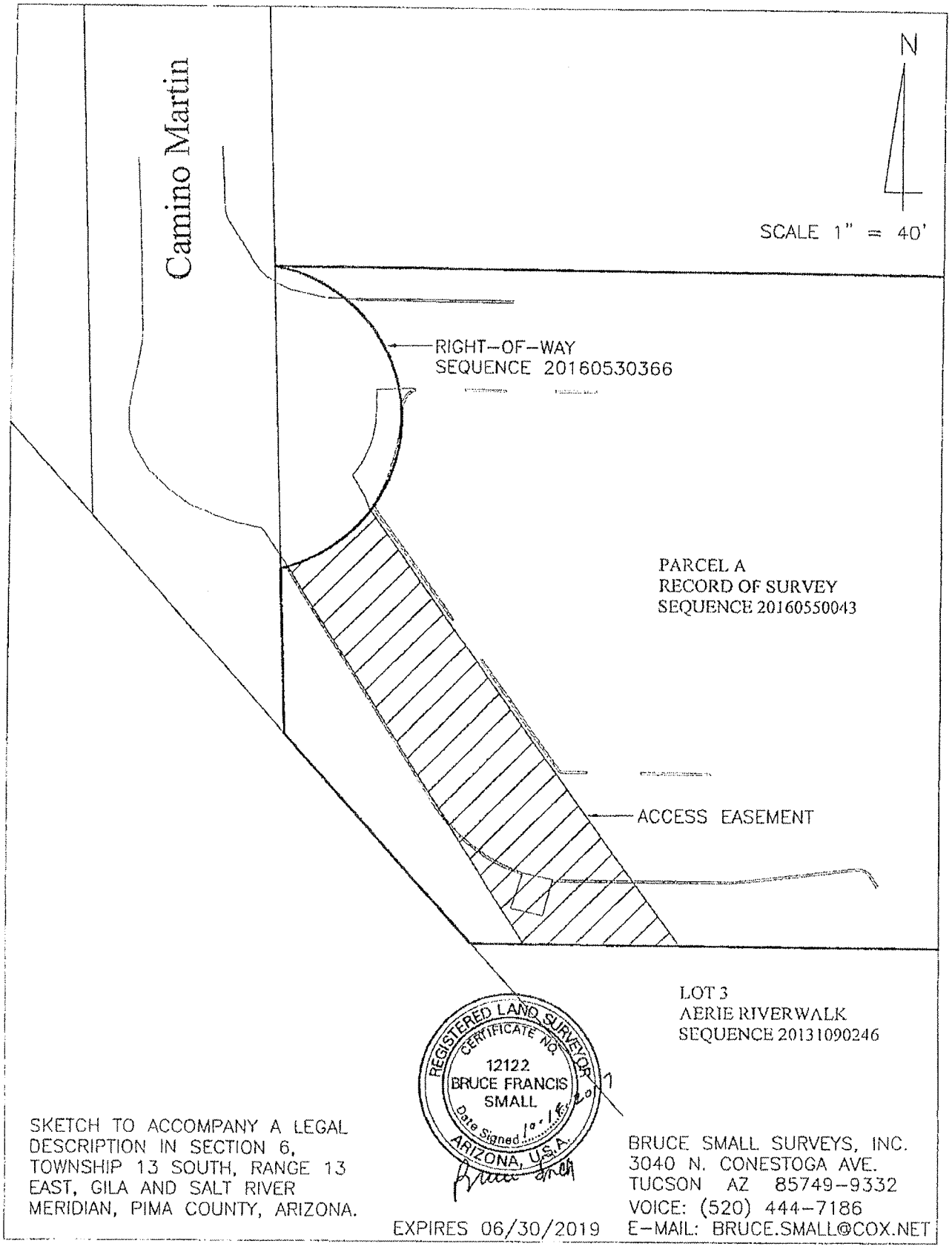
Containing 0.1328 acres or 5,785 square feet, more or less.

Prepared by:

Bruce Small



Expires 06/30/2019



SKETCH TO ACCOMPANY A LEGAL DESCRIPTION IN SECTION 6, TOWNSHIP 13 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA.

EXPIRES 06/30/2019

BRUCE SMALL SURVEYS, INC.
3040 N. CONESTOGA AVE.
TUCSON AZ 85749-9332
VOICE: (520) 444-7186
E-MAIL: BRUCE.SMALL@COX.NET

EXHIBIT C

TO CDO NORTH BANK AMENDED AND RESTATED DEVELOPMENT AGREEMENT

DESCRIPTION OF PROJECT PLANS

- NATIVE PLANT PRESERVATION SITE PLAN CANADA DEL ORO NORTH BANK, BANK PROTECTION AND LINEAR PARK PAGES 1-17 DATED 20 APRIL, 2020.

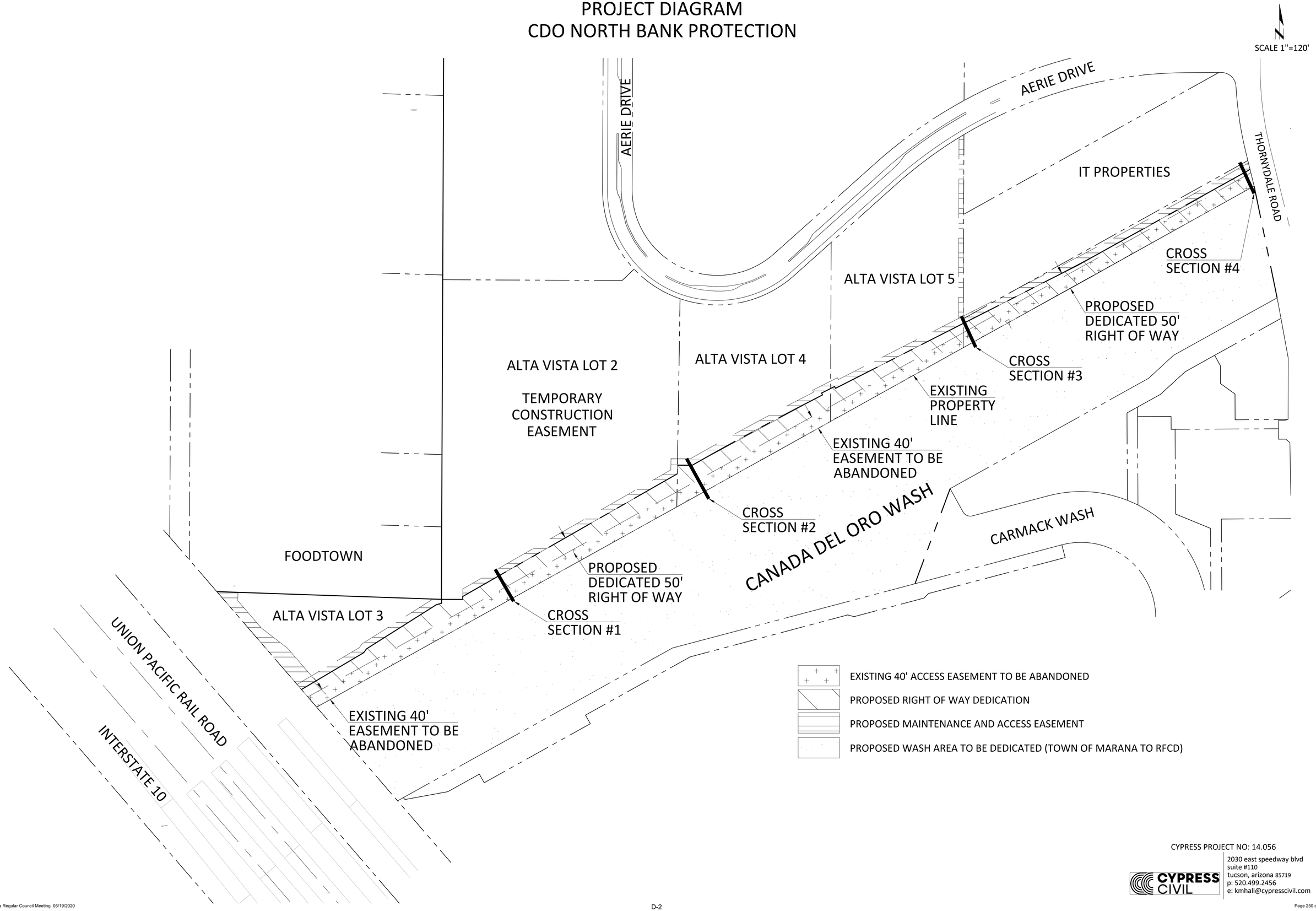
- DRAINAGE REPORT AND APPENDIX DATED 25 JANUARY, 2018 FOR CANADA DEL ORO LINEAR PARK (INSTERSTATE 10 TO THORNYDALE ROAD) PREPARED BY CYPRESS CIVIL DEVELOPMENT, LLC)

- CANADA DEL ORO NORTH BANK, BANK PROTECTION AND RIVER PARK I-10 TO THORNYDALE, GENERAL DESCRIPTION, NOTES AND PATH PLAN, PROFILE, AND DETAILS, PAGES 1-20 DATED 22 APRIL, 2020 AND PREPARED BY CYPRESS CIVIL DEVELOPMENT, LLC.

EXHIBIT D

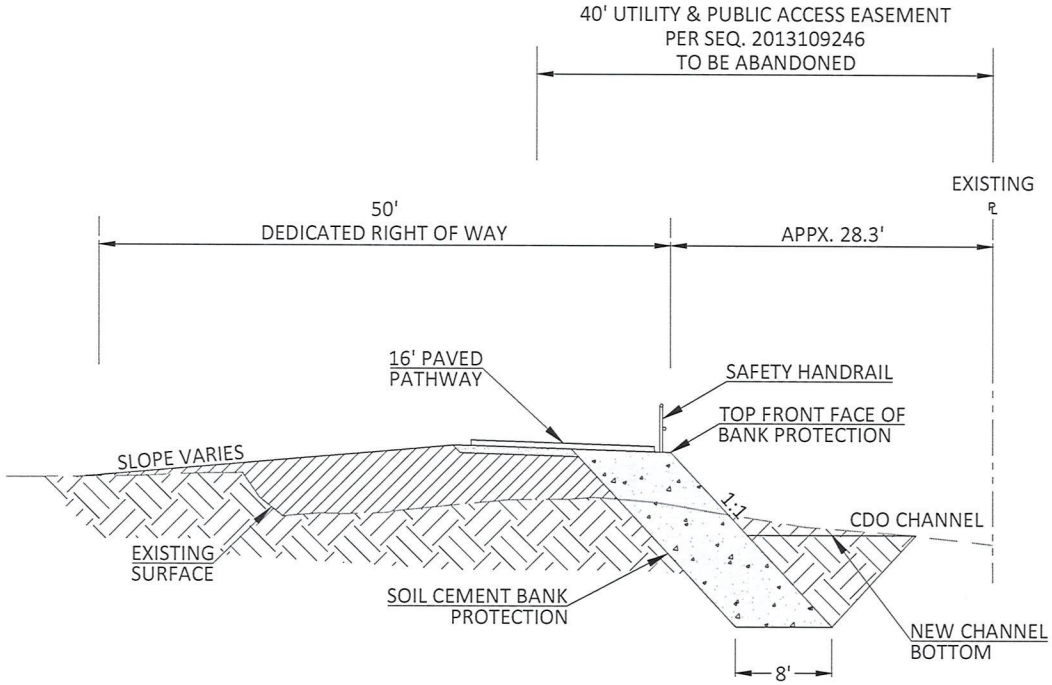
Cross-Section Diagrams

PROJECT DIAGRAM
CDO NORTH BANK PROTECTION



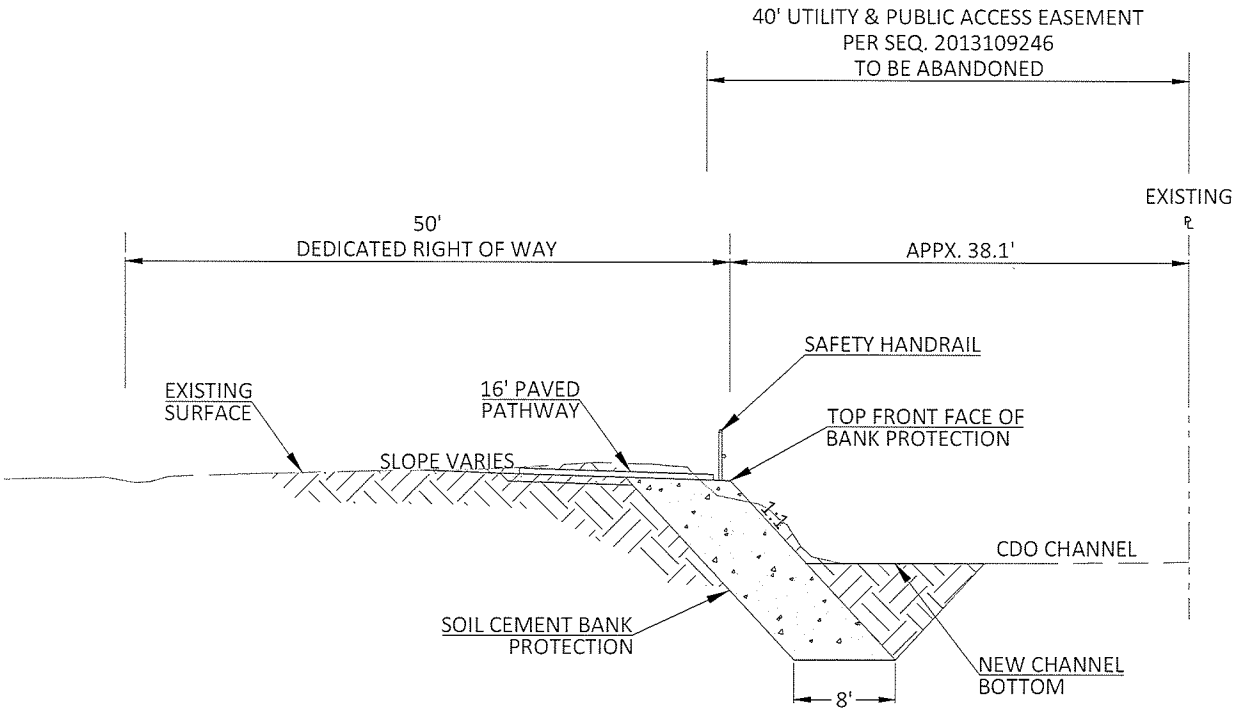
CYPRESS PROJECT NO: 14.056

CYPRESS CIVIL
2030 east speedway blvd
suite #110
tucson, arizona 85719
p: 520.499.2456
e: kmhall@cypresscivil.com



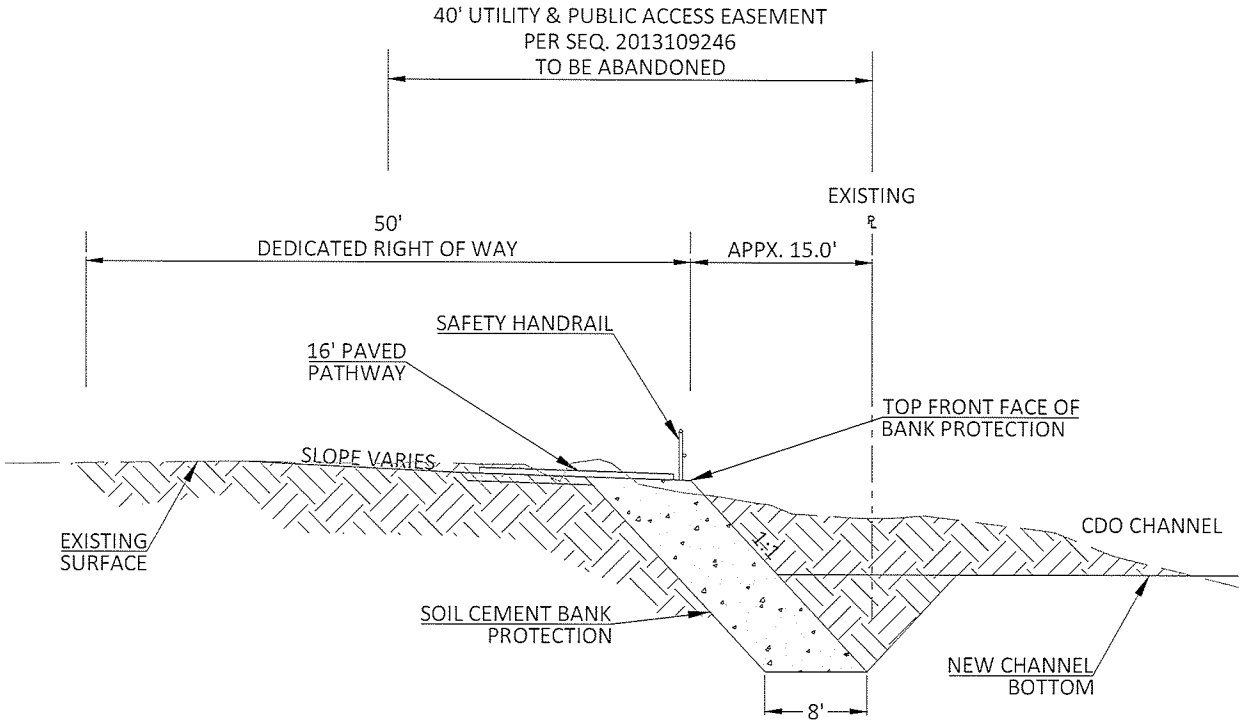
RIGHT OF WAY CROSS SECTION #1

APPROXIMATE SCALE: N.T.S.



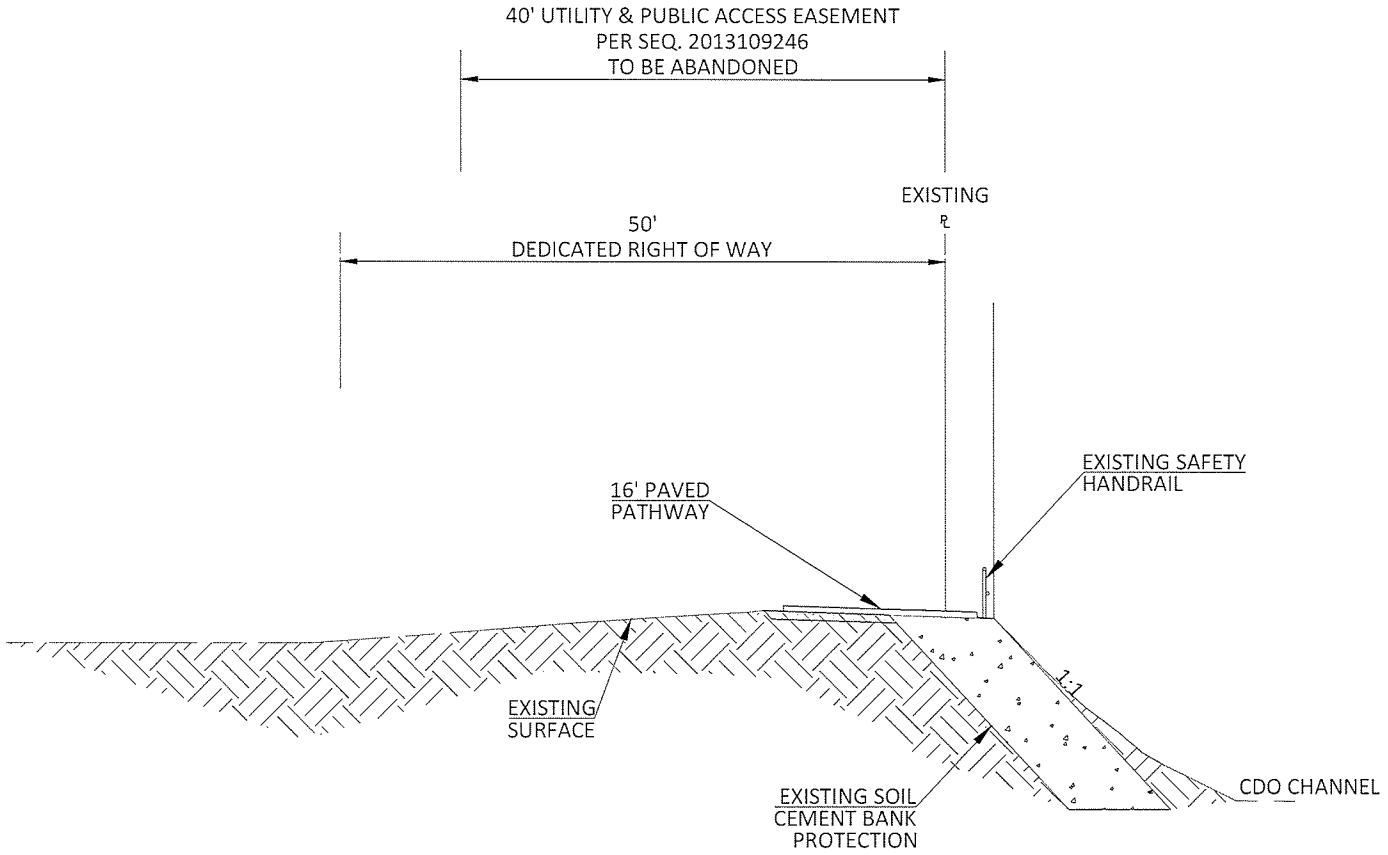
RIGHT OF WAY CROSS SECTION #2

APPROXIMATE SCALE: N.T.S.



RIGHT OF WAY CROSS SECTION #3

APPROXIMATE SCALE: N.T.S.



RIGHT OF WAY CROSS SECTION #4

APPROXIMATE SCALE: N.T.S.

ALTA ARIZONA
2025 W. Ruthrauff Road, Suite 125 · Tucson, Arizona 85705 | Office: 520.398-6651

EXHIBIT "A"
LEGAL DESCRIPTION
DEDICATED RIGHT-OF-WAY

A Dedicated Right-of-Way over a portion of Lots 2, 3, 4, and 5 of "Aerie Riverwalk", as recorded at Sequence No. 20131090246, Pima County Records, located in the Northeast quarter and the South half of Section 6, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, being more particularly described as follows:

Beginning at the Southeast corner of said Lot 5 on the Northwest line of Canada del Oro Wash per said "Aerie Riverwalk Final Plat", said point being a ½ inch rebar tagged "RLS 14145";

Thence South 60°56'19" West 2251.66 feet upon the Southeast lines of said Lots 2, 3, 4, and 5, upon the Northwest line of said Canada del Oro Wash, to the Northeast right-of-way line of the Union Pacific Railroad, to the Southernmost corner of said Lot 3;

Thence North 40°49'58" West 70.80 feet upon said Northeast right-of-way, upon the Southwest line of said Lot 3;

Thence North 59°25'34" East 220.47 feet;

Thence North 35°37'50" East 14.11 feet;

Thence North 57°41'20" East 251.86 feet;

Thence North 74°16'10" East 15.74 feet to the East line of said Lot 3, also being the West line of said Lot 2;

Thence North 00°14'25" East 11.95 feet upon said common line to the Northeast corner of said Lot 3;

Thence South 89°45'35" East 65.00 feet;

Thence North 00°14'25" East 8.92 feet;

Thence North 60°14'29" East 752.47 feet to the East line of said Lot 2, also being the West line of said Lot 4;

Thence North 00°53'02" East 26.26 feet upon said common line;

Thence South 89°06'43" East 44.37 feet to a non-tangent curve, concave to the Southeast, from which the radius point bears South 29°38'04" East at 10,045.00 feet distant;

Thence Northeasterly upon said curve, turning to the right, through a delta angle of 2°34'31" and an arc length of 451.48';

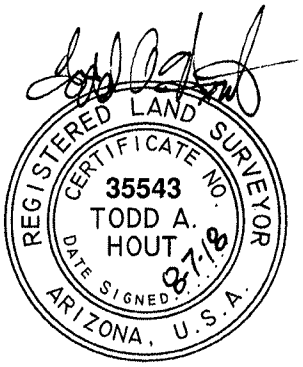
Thence North 27°03'33" West 6.43 feet;

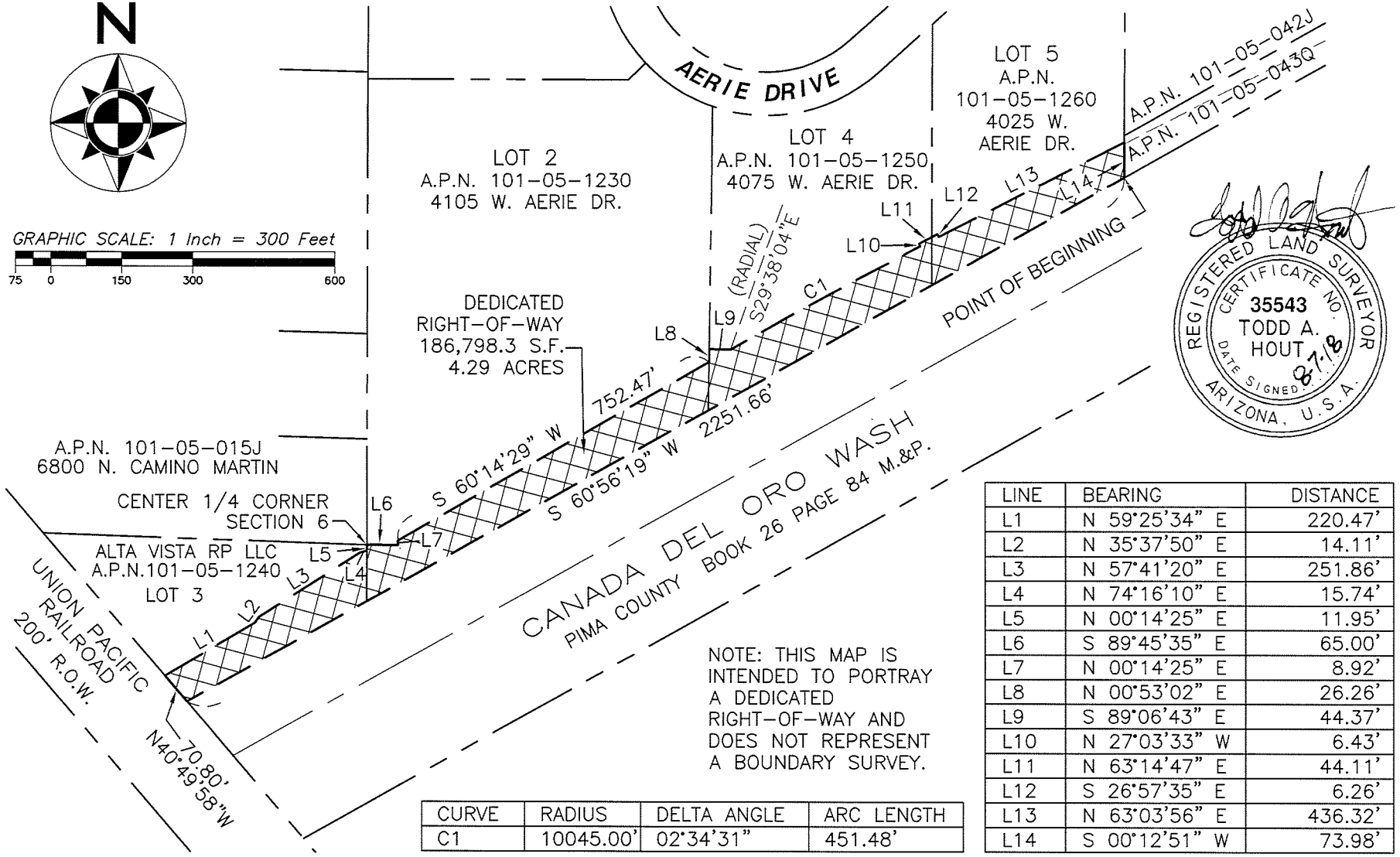
Thence North 63°14'47" East 44.11 feet;

Thence South 26°57'35" East 6.26 feet;

Thence North 63°03'56" East 436.32 feet to the East line of said Lot 5;

Thence South 00°12'51" West 73.98 feet upon said East line to the **Point of Beginning.**





NOTE: THIS MAP IS INTENDED TO PORTRAY A DEDICATED RIGHT-OF-WAY AND DOES NOT REPRESENT A BOUNDARY SURVEY.

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	10045.00'	02°34'31"	451.48'

LINE	BEARING	DISTANCE
L1	N 59°25'34" E	220.47'
L2	N 35°37'50" E	14.11'
L3	N 57°41'20" E	251.86'
L4	N 74°16'10" E	15.74'
L5	N 00°14'25" E	11.95'
L6	S 89°45'35" E	65.00'
L7	N 00°14'25" E	8.92'
L8	N 00°53'02" E	26.26'
L9	S 89°06'43" E	44.37'
L10	N 27°03'33" W	6.43'
L11	N 63°14'47" E	44.11'
L12	S 26°57'35" E	6.26'
L13	N 63°03'56" E	436.32'
L14	S 00°12'51" W	73.98'

ALTA ARIZONA
SURVEY - ENGINEERING - GEOTECH
2025 W. RUTHRAUFF ROAD, SUITE 125
TUCSON, ARIZONA 85705
(520) 398-6651

DEPICTION OF EXHIBIT "A" - DEDICATED RIGHT-OF-WAY OVER A PORTION OF "AERIE RIVERWALK", SEQ. NO. 20131090246, PIMA COUNTY RECORDS, IN THE S. 1/2 & THE N.E. 1/4 OF SECTION 6, T. 13 S., R. 13 E., G. & S. R. M., PIMA COUNTY, ARIZONA

PROJECT NO. 13055	DATE: AUG. 7, 2018	SHEET 2 OF 2

EXHIBIT F

No Longer Applicable/ Intentionally Omitted

EXHIBIT G

No Longer Applicable/ Intentionally Omitted

ALTA ARIZONA
2025 W. Ruthrauff Road, Suite 125 · Tucson, Arizona 85705 | Office: 520.398-6651

EXHIBIT "A"
LEGAL DESCRIPTION
DEDICATED RIGHT-OF-WAY

A Dedicated Right-of-Way over a portion of the parcel described in Docket 10258 at Page 338, Pima County Records, in the Northeast quarter of Section 6, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, being more particularly described as follows:

Beginning at the Southeast corner of Lot 5 of "Aerie Riverwalk", as recorded at Sequence No. 20131090246, Pima County Records, also being the Southernmost corner of said parcel described in Docket 10258 at Page 338, Pima County Records, said point being a ½ inch rebar tagged "RLS 14145";

Thence North 60°56'19" East 1,012.31 feet upon the Southwest line of said parcel, upon the Northwest line of the Canada del Oro Wash, to the Westerly right-of-way line of Thornydale Road;

Thence North 13°50'16" West 51.82 feet upon the Easterly line of said parcel, upon the Westerly right-of-way line of said Thornydale Road;

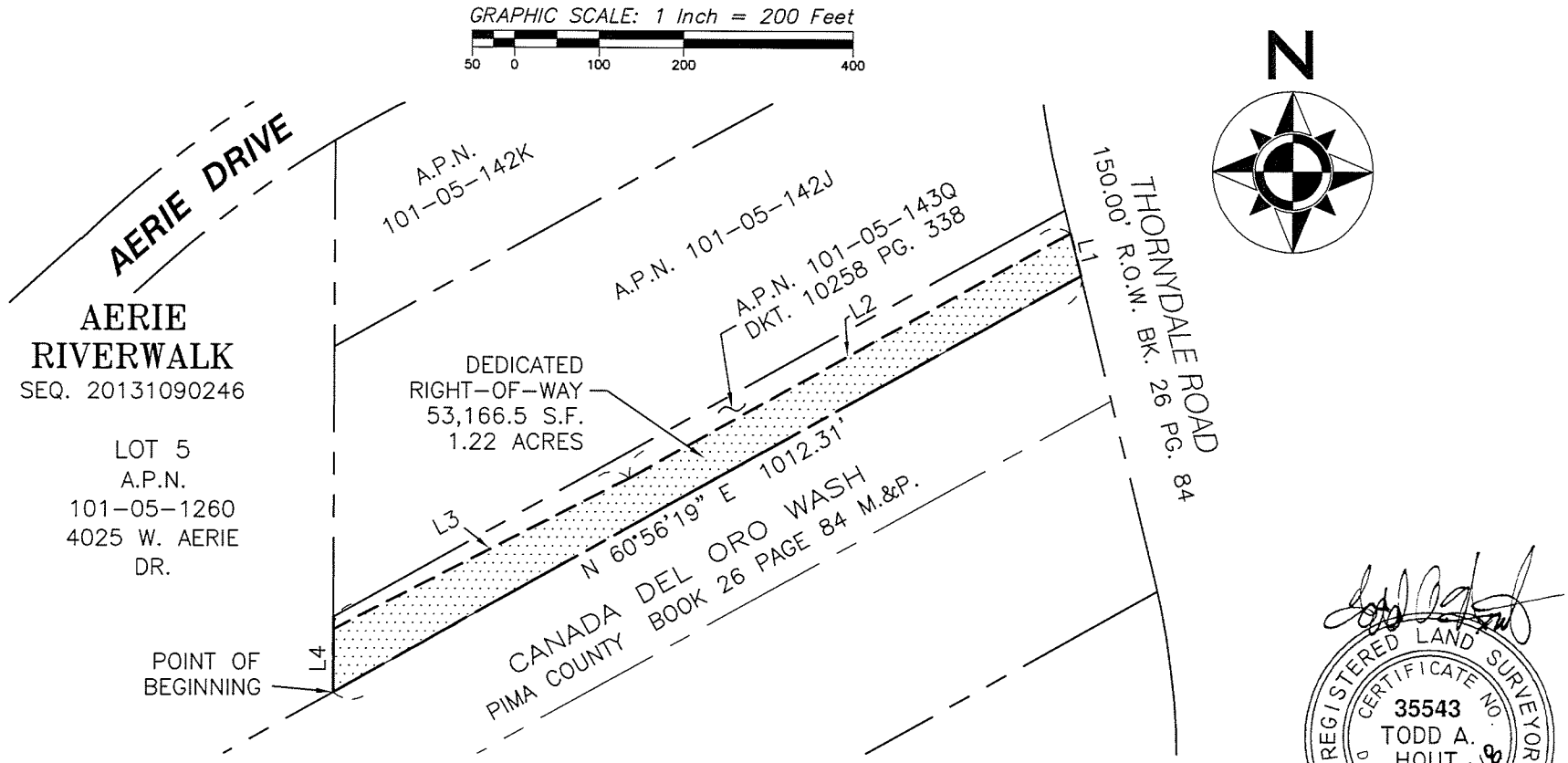
Thence South 60°56'19" West 597.10 feet;

Thence South 63°03'29" West 392.91 feet to the West line of said parcel, also being the East line of Lot 5 of said "Aerie Riverwalk";

Thence South 00°12'51" West 73.98 feet upon said common line to the **Point of Beginning.**

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35543
TODD A.
HOUT
DATE SIGNED: 8.7.18
ARIZONA, U.S.A.

AUG. 7, 2018
JOB NO. 13055



LINE	BEARING	DISTANCE
L1	N 13°50'16" W	51.82'
L2	S 60°56'19" W	597.10'
L3	S 63°03'29" W	392.91'
L4	S 00°12'51" W	73.98'

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 35543
TODD A. HOUT
DATE SIGNED 8.7.18
ARIZONA, U.S.A.

NOTE: THIS MAP IS INTENDED TO PORTRAY A DEDICATED RIGHT-OF-WAY AND DOES NOT REPRESENT A BOUNDARY SURVEY.

ALTA ARIZONA
SURVEY - ENGINEERING - GEOTECH
2025 W. RUTHRAUFF ROAD, SUITE 125
TUCSON, ARIZONA 85705
(520) 398-6651

DEPICTION OF EXHIBIT "A" - A DEDICATED RIGHT-OF-WAY OVER A PORTION OF THE N.E. 1/4 OF SECTION 6, T. 13 S., R. 13 E., G. & S .R .M., PIMA COUNTY, ARIZONA

PROJECT NO. 13055	DATE: AUG. 7, 2018	PAGE 2 OF 2

EXHIBIT I
TO CDO NORTH BANK DEVELOPMENT AGREEMENT
FORM OF AMENDMENT TO EXISTING ACCESS AGREEMENT
8 PAGES

When Recorded Mail to:
Hinderaker Rauh & Weisman PLC
2401 E. Speedway Blvd.
Tucson, Arizona 85719

EXHIBIT ONLY - NOT FOR EXECUTION

AMENDMENT TO ACCESS EASEMENT AGREEMENT

THIS AMENDMENT TO ACCESS EASEMENT AGREEMENT ("**Amendment**") is made and entered into as of _____, 2018, by and between FOODTOWN DEVELOPMENT COMPANY II, L.L.C., an Arizona limited liability company, and CLOVER REAL ESTATE II, LLC, an Arizona limited liability company (collectively, the "**Grantor**") and ALTA VISTA COMMUNITIES RP LLC, an Arizona limited liability company ("**Grantee**"), and the Pima County Regional Flood Control District, a special taxing district and political subdivision of the State of Arizona ("**District**"), for the purpose of amending the Access Easement Agreement between the parties dated March 1, 2018 and recorded March2, 2018 at Sequence No. 20180610427 ("**Access Easement Agreement**"), with reference to the following recitals:

Recitals

A. Grantor is the owner of the Servient Tenement, being the real property legally described in Exhibit A attached hereto (which is also Exhibit A to the Access Easement Agreement).

B. Grantee is the owner of the Dominant Tenement, as described in Exhibit B to the Access Easement Agreement.

C. Pursuant to the Access Easement Agreement, Grantor has granted and assigned to Grantee a perpetual, nonexclusive access easement (the "**Easement**") over an Easement Area located on a portion of the Servient Tenement for the "purposes of ingress and egress from the Dominant Tenement." Section 1 of the Access Easement states that the "Easement Area shall not be used for access or travel from or to any property other than the Dominant Tenement..."

D. Section 2 of the Access Easement Agreement permits the assignment by Grantee to the County of Pima, Arizona ("**County**") of the right to use the Easement and Easement Area for ingress and egress and "for the purposes of construction, maintenance and repair of the Bank

Protection Improvements or the Easement Area itself." It is the District, and not the County, which plans to construct Bank Protection Improvements if certain conditions are met.

E. In addition to the Bank Improvements, the District is constructing a 50 foot linear park adjacent to the CDO Wash, which will include a paved multi-use path, barricade rail, and pedestrian underpass canopy structure for an I-10 underpass (the "**Linear Park**"). The area on which the Bank Protection Improvements and Linear Park will be constructed is depicted and legally described in Exhibit C attached hereto (the "**Project Area**").

F. Pursuant to the terms and conditions set forth below the parties desire to amend the Access Easement Agreement to clarify that the District may utilize the Easement and Easement Area for the purpose of constructing, repairing and maintaining the Bank Protection Improvements and Linear Park within the Project Area.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The "Dominant Tenement" as defined in Section B on the first page of the Access Easement Agreement, and legally defined in Exhibit B to the Access Easement Agreement, is amended to include the entire Project Area.

2. All references in the Access Easement Agreement to "Pima County" or the "County," will henceforth be references to the District.

3. The Easement is for the purposes of ingress to and egress from the Dominant Tenement to allow the District to construct, repair and maintain the Bank Protection Improvements and Linear Park within the Project Area in the regular course of the District's operations, in a condition similar to other District owned or controlled flood-control improvements and linear parks. The frequency with which the District anticipates using the Easement, and the general type of equipment it anticipates using, is described on Exhibit D to this Amendment. The actual use will, however, change from time to time or over time in response to changed conditions or the need to respond to an emergency or perform any major repairs. The District will be responsible for and will repair any damage it causes to the Easement Area, to the same extent as Grantee is liable under Section 6 of the Access Easement Agreement. The Easement does not allow the general public to access the Project Area or permit access or travel from or to any property other than the Dominant Tenement, except for the District's access to the Project Area for the work described in Exhibit D.

4. In the event of a conflict between the terms of the Access Easement Agreement and the terms of this Amendment, the terms of this Amendment shall control. Where not inconsistent, the terms of the Access Easement Agreement shall remain in full force and effect. This Amendment may be executed in counterpart and by electronic or facsimile signature.

Signatures on following page.

EXHIBIT ONLY - NOT FOR EXECUTION

Executed as of the Effective Date stated in the introductory paragraph.

"GRANTOR"

FOODTOWN DEVELOPMENT COMPANY II, L.L.C., an Arizona limited liability company

By: Foodtown Development Company, L.L.C.
a Missouri limited liability company, its sole member

By: Leslie E. Glaze, Shelly M. Silverman, Jody M. Gross, Scott J. Maizlish, and UMB Trust Company of South Dakota, Trustees ("Trustees") of the Clover Trust, dated June 30, 1999, its sole member

By: _____
Name: Paul Kraft
Title: Agent for Trustees under Clover Trust Agent Agreement

State of Arizona)
)
County of Pima)

On _____, before me, _____, personally appeared Paul Kraft, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____ (Seal)
Signature

EXHIBIT ONLY - NOT FOR EXECUTION

CLOVER REAL ESTATE II, LLC, an Arizona limited liability company
By: Clover Real Estate, L.L.C., a Missouri limited liability company, its sole member

By: Leslie E. Glaze, Shelly M. Silverman, Jody M. Gross, Scott J. Maizlish, and UMB Trust Company of South Dakota, Trustees ("Trustees") of the Clover Trust, dated June 30, 1999, its sole member

By: _____
Name: Paul Kraft
Title: Agent for Trustees under Clover Trust Agent Agreement

State of Arizona
County of Pima

On _____, before me, _____, personally appeared Paul Kraft, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____ (Seal)
Signature

EXHIBIT ONLY - NOT FOR EXECUTION

"GRANTEE"

ALTA VISTA COMMUNITIES RP LLC, an
Arizona limited liability company

By CASITAS INVESTOR RP LLC, an Arizona
limited liability company, its manager

By: KARBER HOLDINGS LLC, an
Arizona limited liability company, a manager

By: _____
Roger Karber, authorized Member

State of Arizona)
)
County of Pima)

On _____, before me, _____, personally appeared Roger Karber, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____ (Seal)
Signature

EXHIBIT ONLY - NOT FOR EXECUTION

Pima County Regional Flood Control District
a political subdivision of the State of Arizona

By:_____
Chairman, Board of Directors

State of Arizona)
)
County of Pima)

On _____, before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____ (Seal)
Signature

EXHIBIT ONLY - NOT FOR EXECUTION

CONSENTED TO BY:

The undersigned, being the beneficiary and lienholder under that certain Deed of Trust, Security Agreement and Fixture filing dated July 22, 2016, by FOODTOWN DEVELOPMENT COMPANY II, L.L.C., an Arizona limited liability company, and CLOVER REAL ESTATE II, LLC, an Arizona limited liability company, collectively, as trustor, for the benefit of the undersigned, recorded on July 22, 2016, as Sequence 20162040543 in the Official Records of Pima County, Arizona, hereby consents to the foregoing Access Easement Agreement effective as of the date first set forth above.

THE OHIO NATIONAL LIFE INSURANCE COMPANY
an Ohio corporation

By:_____

Name:_____

Title:_____

State of _____
County of _____

On _____, before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____ (Seal)
Signature

EXHIBIT ONLY - NOT FOR EXECUTION

Language for Exhibit D:

The access easement will be utilized by Pima County Regional Flood Control District staff, or their contractor, as well as staff from the Pima County Natural Resources Parks and Recreation department.

The access route will be secured with locked gates and will only be able to be accessed by authorized individuals. Maintenance and repair activities would be limited to repair work for the river park pathway, handrail and landscape improvements as well as bank protection and cross drainage structure repairs. This type of work is limited in frequency and duration - typically 4 to 6 times per year and usually for a period of 1 to 3 days. For day to day river-park maintenance activities – sweeping, pruning and emptying trash cans - the access would be from an alternate route either at Thornydale Road or from the pathway under I-10.

The vehicles to be used in all instances will be limited small electric "golf carts" or gators and vehicles not larger than pickup trucks, provided, however, that as to those events that have a material adverse effect, such as failure of bank protection, larger vehicles may be used if reasonably required.

EXHIBIT ONLY - NOT FOR EXECUTION

EXHIBIT J
TO CDO NORTH BANK DEVELOPMENT AGREEMENT
FORM OF ALTA VISTA TEMPORARY CONSTRUCTION EASEMENT
3 PAGES

When Recorded, Please Return to:

Pima County Flood Control District
201 North Stone Avenue, 9th Floor
Tucson, AZ 85701-1215

Exempt from Affidavit of Value per A.R.S. § 11-1134(A)(3).

TEMPORARY CONSTRUCTION EASEMENT

1. **Grant of Easement**. Alta Vista Communities RP LLC, an Arizona limited liability company ("**Alta Vista**"), hereby grants to Pima County Flood Control District ("**RFCD**"), a non-exclusive temporary construction easement (the "**Easement**") over the property described on **Exhibit A** (the "**Easement Area**"), for use during the construction of bank-protection and linear-park improvements on adjacent property (the "**Project**"), subject to the terms and conditions in this Temporary Construction Easement agreement ("**TCE Agreement**").

2. **Term**. The Easement will be effective upon recordation of this TCE Agreement in the Office of the Pima County Recorder. It will automatically terminate upon final completion of the Project, but in any event no later than the date that is two years after the recordation date. If requested by Alta Vista, RFCD will, after termination, record a notice acknowledging that the Easement has terminated.

3. **Condition of Property on Termination**. Upon completion of the Project and termination of the Easement, RFCD will remove all material, supplies, and debris, and leave the Easement Area in the same condition existing at commencement of the Easement, except as modified under the Development Agreement.

4. **No Conveyance of Title**. This TCE Agreement does not grant RFCD title to, or any permanent interest in, the Easement Area.

5. **Indemnity**. To the extent permitted by law, RFCD will indemnify, defend and hold Alta Vista harmless from and against any and all claims, demands, and causes of action in law or equity caused by the acts or omissions of the officers, agents and/or employees of RFCD, related to RFCD's or RFCD's contractors' use of the Easement Area.

6. **RFCD Self-Insured**. RFCD is a political subdivision of the State of Arizona and is self-insured as authorized by Law under A.R.S. §§ 11-261 and 11-981. For so long as this Easement shall be in force and effect, RFCD will maintain its self-insurance.

EXHIBIT ONLY - NOT FOR EXECUTION

7. **Contractor Indemnity & Insurance.**

7.1. RFCD will require each RFCD contractor or subcontractor using the Easement Area in connection with the Project to agree to indemnify, defend, save and otherwise hold harmless Alta Vista, and its members, managers, directors, officers, and employees, from and against any and all causes of action, liabilities, damages, losses or expenses, including reasonable attorney's fees, arising from or alleged to have arisen in whole or in part from the acts or omissions of the contractor (or any subcontractor of the contractor) or any of their agents or employees related to its use of the Easement Area.

7.2. RFCD will require each RFCD contractor or subcontractor using the Easement Area to provide the following insurance coverages during the entire period that the Easement Area is being used by that contractor. RFCD will require that each policy name Alta Vista as an additional insured and contain a waiver of subrogation endorsement in favor of Alta Vista. Certificate(s) of insurance and applicable endorsements will be supplied to Alta Vista before any contractor or subcontractor enters on or uses the Easement Area.

7.2.1. Commercial General Liability policy, broad form, including coverage for personal injury up to and including death, property damage, written on an occurrence basis with limits not less than a one ($1) million per occurrence with a two ($2) million aggregate.

7.2.2. Workers Compensation policy providing coverage required by law.

7.2.3. Automobile Liability policy – Combined Single Limit for all hired, owned, non-owned vehicles in an amount no less than 1 million

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

EXHIBIT ONLY NOT FOR EXECUTION

Alta Vista Communities RP LLC,
an Arizona limited liability company

By Casitas Investor RP, LLC
an Arizona limited liability company, Manager

By Brav Holding Company LLC
an Arizona limited liability company, Co-Manager

By_____
Garry Brav, Manager

By Indus Holdings LLC
an Arizona limited liability company, Co-Manager

By_____
G.S. Jaggi, Manager

By Karber Holdings LLC
an Arizona limited liability company, Co-Manager

By_____
Roger Karber, Member

By_____
Diane Fitzpatrick, Member

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Roger Karber and Diane Fitzpatrick, Members, on behalf of Karber Holdings, LLC, an Arizona limited liability company; by G.S. Jaggi, Manager, on behalf of Indus Holdings, LLC, an Arizona limited liability company; and by Garry Brav, Manager, on behalf of Brav Holding Company, LLC, an Arizona limited lability company.

_____
Notary Public

My Commission Expires: _____

EXHIBIT ONLY - NOT FOR EXECUTION

ALTA ARIZONA
2025 W. Ruthrauff Road, Suite 125 · Tucson, Arizona 85705 | Office: 520.398-6651

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

A 20.00 – foot wide Temporary Construction Easement over a portion of Lots 2, 3, 4, and 5 of "Aerie Riverwalk", as recorded at Sequence No. 20131090246, Pima County Records, located in the Northeast quarter and the South half of Section 6, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, being more particularly described as follows:

Commencing at the Southernmost corner of said Lot 3;

Thence North 40°49'58" West 70.80 feet upon the Southwest line of said Lot 3, upon the Northeast right-of-way line of the Union Pacific Railroad to the **Point of Beginning;**

Thence North 59°25'34" East 220.47 feet;

Thence North 35°37'50" East 14.11 feet;

Thence North 57°41'20" East 251.86 feet;

Thence North 74°56'43" East 16.34 feet;

Thence North 00°14'24" East 11.97 feet;

Thence North 89°45'35" West 0.63 feet to the Center one-quarter corner of said Section 6, to **Point 'A'**, also being the Northeast corner of said Lot 3;

Thence North 88°01'33" West 25.60 feet upon the North line of said Lot 3;

Thence South 57°41'20" West 256.13 feet;

Thence South 35°37'50" West 13.80 feet;

Thence South 59°25'34" West 219.88 feet to the Southwest line of said Lot 3, to the Northeast right-of-way line of Union Pacific Railroad;

Thence South 40°49'58" East 20.32 feet upon said common line to the **Point of Beginning;**

Together with a 20.00 – foot wide Temporary Construction Easement, the sideline lying 20.00 feet to the left of the following described line:

Beginning at aforementioned **Point 'A';**

Thence South 89°45'35" East 65.00 feet;

Thence North 00°14'25" East 8.92 feet;

Thence North 60°14'29" East 752.47 feet;

Thence North 00°53'17" East 26.26 feet;

Thence South 89°06'43" East 44.37 feet to a non-tangent curve, concave to the Southeast from which the radius point bears South 29°38'04" East at 10,045.00 feet distant;

Thence Northeasterly upon said curve, turning to the right, through a delta angle of 2°34'31" and an arc length of 451.48 feet;

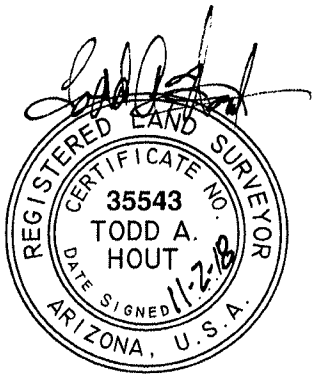
Thence North 27°03'33" West 6.43 feet;

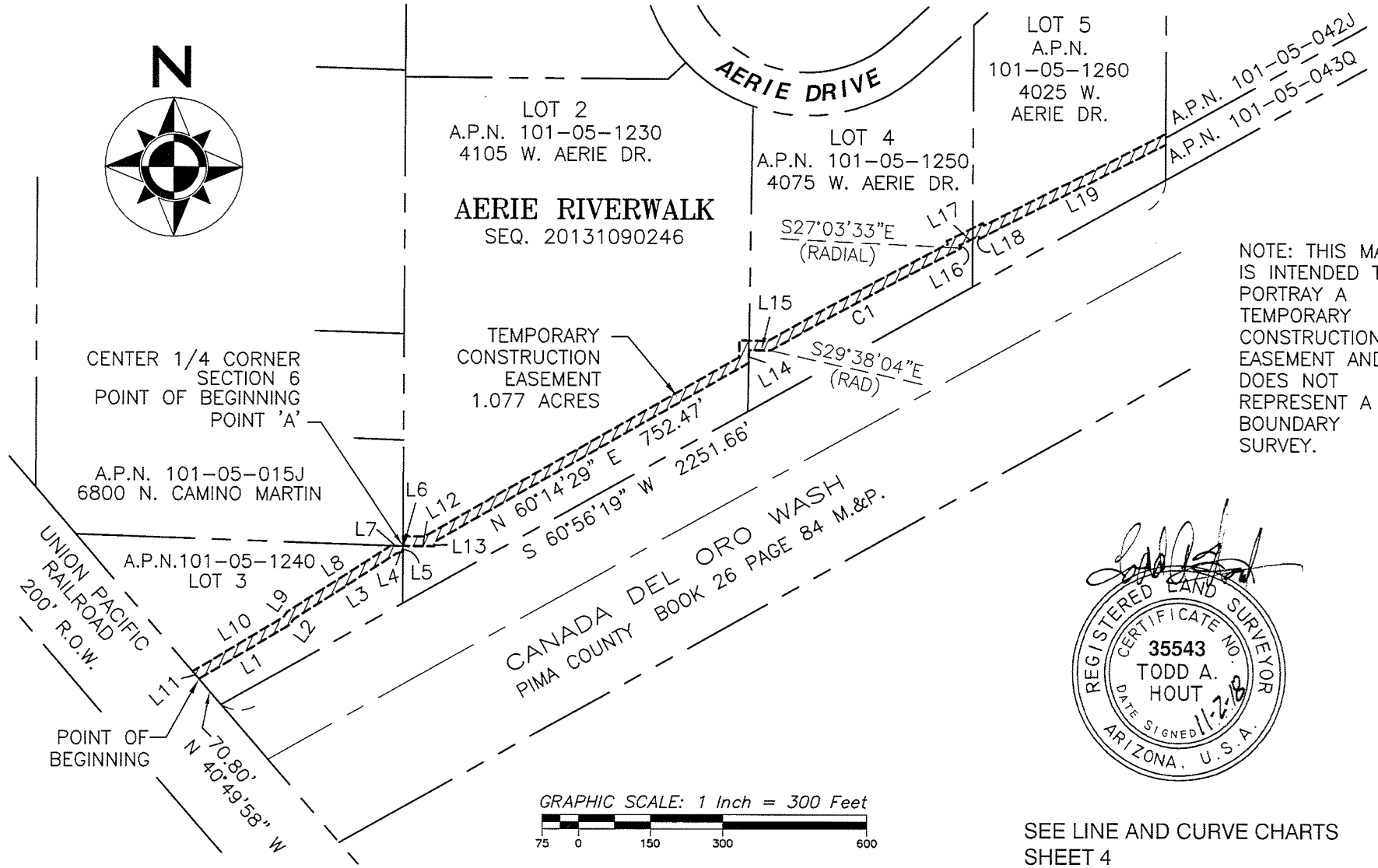
Thence North 63°14'47" East 44.11 feet;

Thence South 26°57'35" East 6.26 feet;

Thence North 63°03'56" East 436.32 feet to the **Point of Terminus.**

The sideline of said easement to be lengthened or shortened as required to terminate on the West line of said Lot 2 and the East line of said Lot 5.





SEE LINE AND CURVE CHARTS
SHEET 4

ALTA ARIZONA
SURVEY – ENGINEERING – GEOTECH
2025 W. RUTHRAUFF RD., #125
TUCSON, ARIZONA 85705
(520) 398-6651

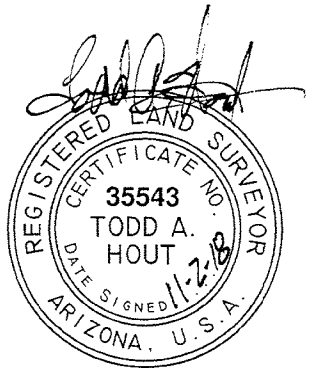
DEPICTION OF EXHIBIT "A" - TEMPORARY CONSTRUCTION EASEMENT OVER A PORTION OF "AERIE RIVERWALK", SEQ. NO. 20131090246, PIMA COUNTY RECORDS, IN THE SOUTH 1/2 & THE N.E. 1/4 OF SECTION 6, T. 13 S., R. 13 E., G. & S. R. M., PIMA COUNTY, ARIZONA

PROJECT NO. 13055	DATE: NOV. 2, 2018	SHEET 3 OF 4

LINE AND CURVE CHARTS

LINE	BEARING	DISTANCE
L1	N 59°25'34" E	220.47'
L2	N 35°37'50" E	14.11'
L3	N 57°41'20" E	251.86'
L4	N 74°56'43" E	16.34'
L5	N 00°14'24" E	11.97'
L6	N 89°45'35" W	0.63'
L7	N 88°01'33" W	25.60'
L8	S 57°41'20" W	256.13'
L9	S 35°37'50" W	13.80'
L10	S 59°25'34" W	219.88'
L11	S 40°49'58" E	20.32'
L12	S 89°45'35" E	65.00'
L13	N 00°14'25" E	8.92'
L14	N 00°53'17" E	26.26'
L15	S 89°06'43" E	44.37'
L16	N 27°03'33" W	6.43'
L17	N 63°14'47" E	44.11'
L18	S 26°57'35" E	6.26'
L19	N 63°03'56" E	436.32'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	10045.00'	02°34'31"	451.48'

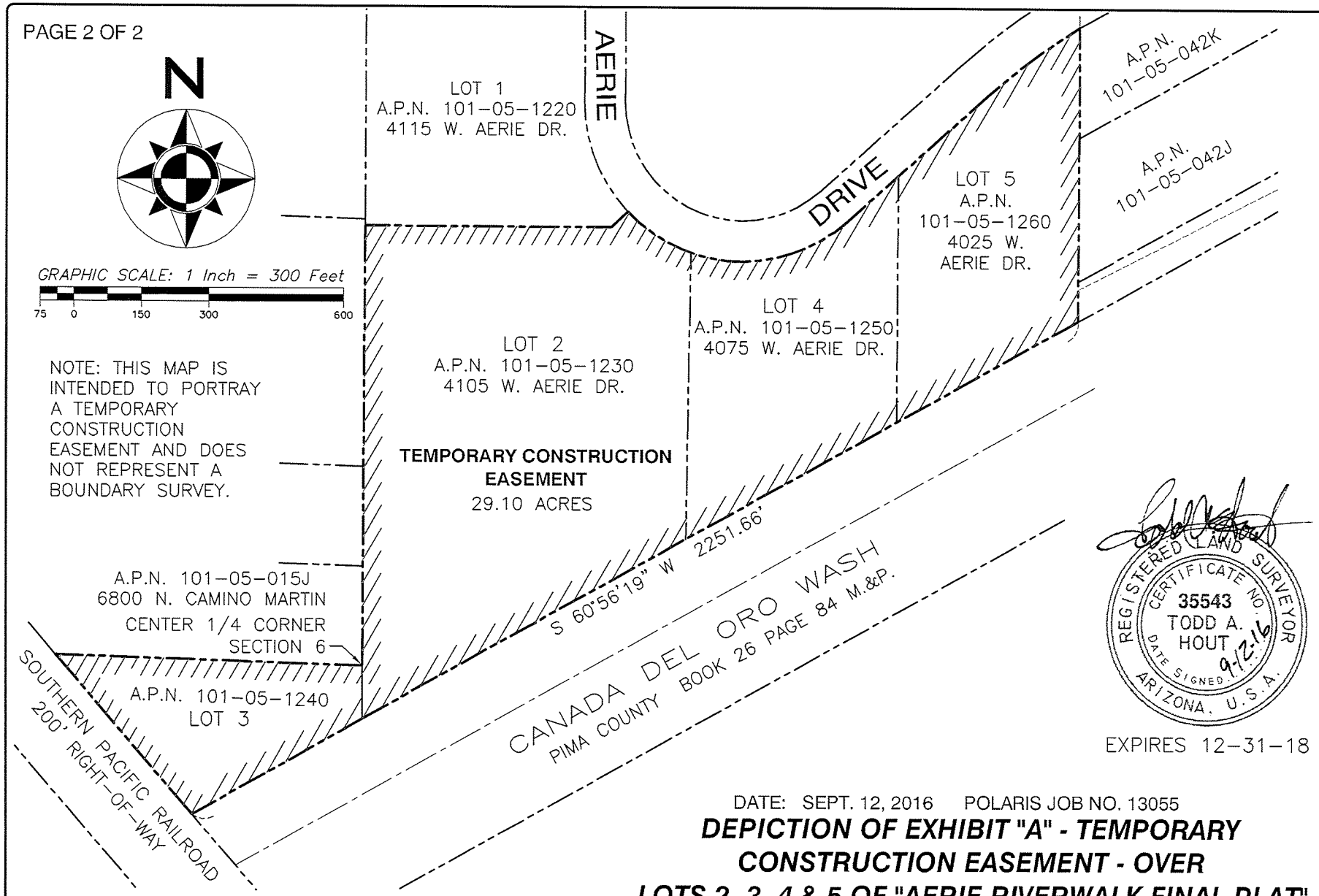


ALTA ARIZONA
SURVEY – ENGINEERING – GEOTECH
2025 W. RUTHRAUFF RD., #125
TUCSON, ARIZONA 85705
(520) 398-6651

DEPICTION OF EXHIBIT "A" - TEMPORARY CONSTRUCTION EASEMENT OVER A PORTION OF "AERIE RIVERWALK", SEQ. NO. 20131090246, PIMA COUNTY RECORDS, IN THE SOUTH 1/2 & THE N.E. 1/4 OF SECTION 6, T. 13 S., R. 13 E., G. & S. R. M., PIMA COUNTY, ARIZONA

PROJECT NO. 13055	DATE: NOV. 2, 2018	SHEET 4 OF 4

PAGE 2 OF 2



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35543
TODD A.
HOUT
DATE SIGNED 9-12-16
ARIZONA, U.S.A.

EXPIRES 12-31-18

DATE: SEPT. 12, 2016 POLARIS JOB NO. 13055

DEPICTION OF EXHIBIT "A" - TEMPORARY CONSTRUCTION EASEMENT - OVER LOTS 2, 3, 4 & 5 OF "AERIE RIVERWALK FINAL PLAT", SEQ. 20131090246, PIMA COUNTY RECORDS, IN THE NORTHEAST 1/4 AND THE SOUTH 1/2 OF SECTION 6, T. 13 S., R. 13 E., G. & S .R .M., PIMA COUNTY, ARIZONA

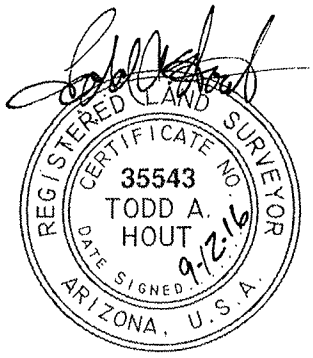
POLARIS LAND SURVEYING, LLC
3528 N. FLOWING WELLS RD.
TUCSON, ARIZONA 85705
TEL.: (520) 322-6400
FAX: (520) 322-6401

POLARIS LAND SURVEYING, LLC

3528 N FLOWING WELLS RD
TUCSON, ARIZONA 85705
TEL: 520-322-6400
FAX: 520-322-6401
Sept. 12, 2016

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

A Temporary Construction Easement over Lots 2, 3, 4, and 5 of "Aerie Riverwalk Final Plat", as recorded at Sequence No. 20131090246, Pima County Records, located in the Northeast quarter and the South half of Section 6, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona.



EXPIRES 12-31-18

EXHIBIT L
TO CDO NORTH BANK DEVELOPMENT AGREEMENT
FORM OF IT TEMPORARY CONSTRUCTION EASEMENT
3 PAGES

When Recorded, Please Return to:

Pima County Flood Control District
201 North Stone Avenue, 9th Floor
Tucson, AZ 85701-1215

Exempt from Affidavit of Value per A.R.S. § 11-1134(A)(3).

TEMPORARY CONSTRUCTION EASEMENT

1. **Grant of Easement**. I.T. Investments Three, L.L.C., an Arizona limited liability company ("**IT**"), hereby grants to Pima County Flood Control District ("**RFCD**"), a non-exclusive temporary construction easement (the "**Easement**") over the property described on **Exhibit A** (the "**Easement Area**"), for use during the construction of bank-protection and linear-park improvements on adjacent property (the "**Project**"), subject to the terms and conditions in this Temporary Construction Easement agreement ("**TCE Agreement**").

2. **Term**. The Easement will be effective upon recordation of this TCE Agreement in the Office of the Pima County Recorder. It will automatically terminate upon final completion of the Project, but in any event no later than the date that is two years after the recordation date. If requested by IT, RFCD will, after termination, record a notice acknowledging that the Easement has terminated.

3. **Condition of Property on Termination**. Upon completion of the Project and termination of the Easement, RFCD will remove all material, supplies, and debris, and leave the Easement Area in the same condition existing at commencement of the Easement.

4. **No Conveyance of Title**. This TCE Agreement does not grant RFCD title to, or any permanent interest in, the Easement Area.

5. **Indemnity**. To the extent permitted by law, RFCD will indemnify, defend and hold IT harmless from and against any and all claims, demands, and causes of action in law or equity caused by the acts or omissions of the officers, agents and/or employees of RFCD, related to RFCD's or RFCD's contractors' use of the Easement Area.

6. **RFCD Self-Insured**. RFCD is a political subdivision of the State of Arizona and is self-insured as authorized by Law under A.R.S. §§ 11-261 and 11-981. For so long as this Easement shall be in force and effect, RFCD will maintain its self-insurance.

EXHIBIT ONLY - NOT FOR EXECUTION

7. **Contractor Indemnity & Insurance.**

7.1. RFCD will require each RFCD contractor or subcontractor using the Easement Area in connection with the Project to agree to indemnify, defend, save and otherwise hold harmless IT, and its members, managers, directors, officers, and employees, from and against any and all causes of action, liabilities, damages, losses or expenses, including reasonable attorney's fees, arising from or alleged to have arisen in whole or in part from the acts or omissions of the contractor (or any subcontractor of the contractor) or any of their agents or employees related to its use of the Easement Area.

7.2. RFCD will require each RFCD contractor or subcontractor using the Easement Area to provide the following insurance coverages during the entire period that the Easement Area is being used by that contractor. RFCD will require that each policy name IT as an additional insured and contain a waiver of subrogation endorsement in favor of IT. Certificate(s) of insurance and applicable endorsements will be supplied to IT before any contractor or subcontractor enters on or uses the Easement Area.

7.2.1. Commercial General Liability policy, broad form, including coverage for personal injury up to and including death, property damage, written on an occurrence basis with limits not less than a one ($1) million per occurrence with a two ($2) million aggregate.

7.2.2. Workers Compensation policy providing coverage required by law.

7.2.3. Automobile Liability policy – Combined Single Limit for all hired, owned, non-owned vehicles in an amount no less than 1 million

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

EXHIBIT ONLY - NOT FOR EXECUTION

I.T. Investments Three, L.L.C.
an Arizona limited liability company

By WC Group LLC
an Arizona limited liability company, Manager

By WCLP LLC
an Arizona limited liability company, Manager

By_____
Alexander H. Sears, Manager

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Alexander H. Sears, Manager, on behalf of WCLP LLC, an Arizona limited liability company.

_____
Notary Public

My Commission Expires: _____

EXHIBIT ONLY - NOT FOR EXECUTION

ALTA ARIZONA
2025 W. Ruthrauff Road, Suite 125 · Tucson, Arizona 85705 | Office: 520.398-6651

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

A 20.00 – foot wide Temporary Construction Easement over a portion of Lot 5 of "Thornydale Plaza", Book 26 at Page 84 of Maps and Plats, Pima County Records, and the parcels described in Docket 10258 at Page 338, and Docket 10098 at Page 1866, Pima County Records, in the Northeast quarter of Section 6, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, the sideline lying 20.00 feet to the left of the following described line:

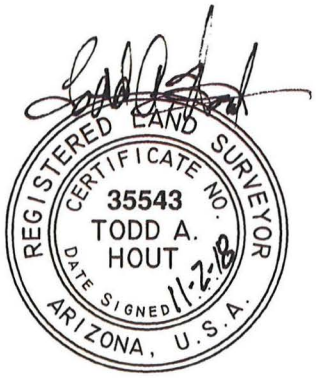
Commencing at the Southeast corner of Lot 5 of "Aerie Riverwalk", as recorded at Sequence No. 20131090246, Pima County Records, also being the Southernmost corner of said parcel described in Docket 10258 at Page 338, Pima County Records, said point being a ½ inch rebar tagged "RLS 14145";

Thence North 00°12'51" East 73.98 feet upon the East line of said Lot 5 of "Aerie Riverwalk" to the **Point of Beginning;**

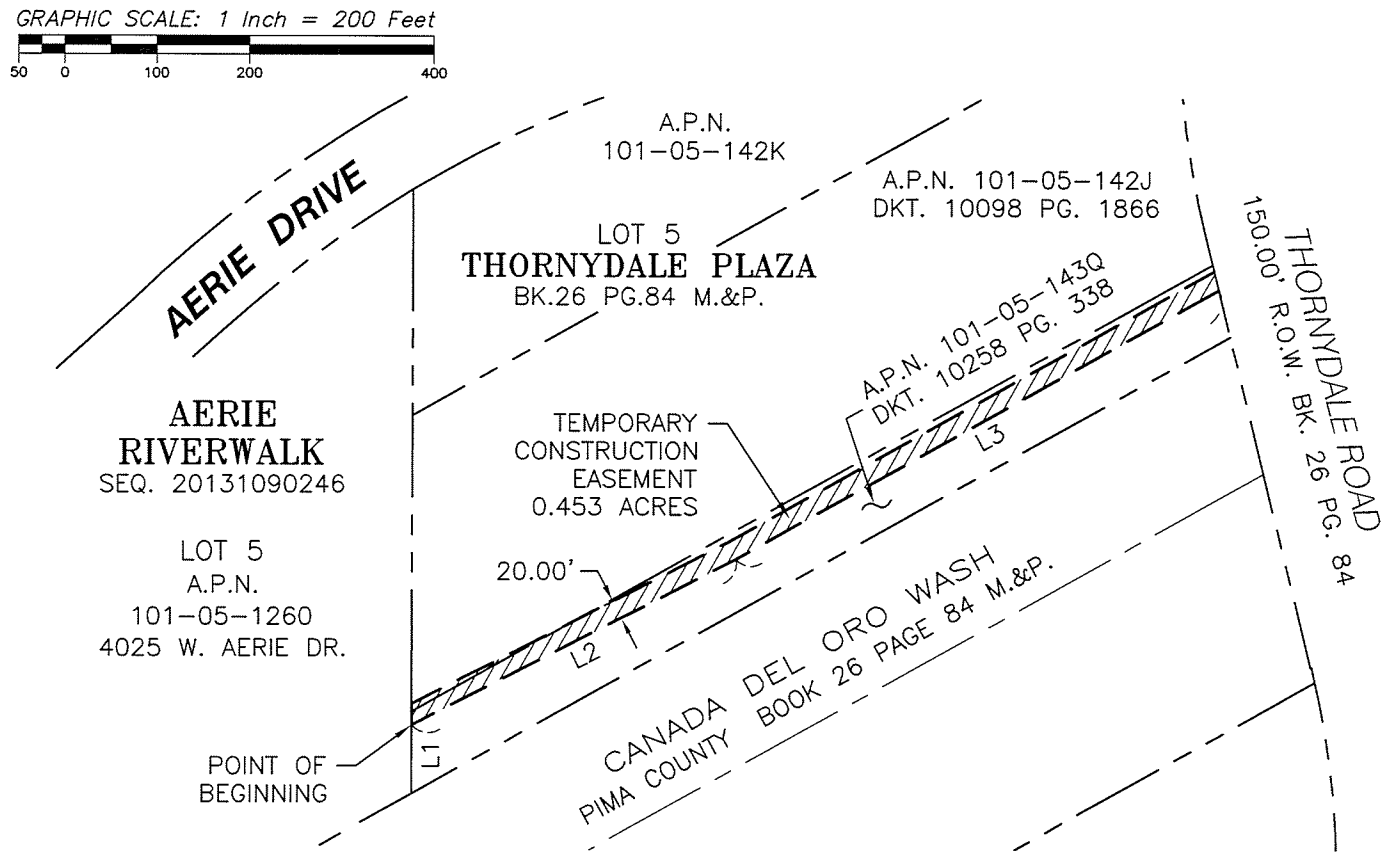
Thence North 63°03'29" East 392.91 feet;

Thence North 60°56'19" East 597.10 feet to the Westerly right-of-way line of Thornydale Road, to the **Point of Terminus.**

The sideline of said easement to be lengthened or shortened as required to terminate on said Westerly right-of-way and on the East line of said Lot 5 of "Aerie Riverwalk".

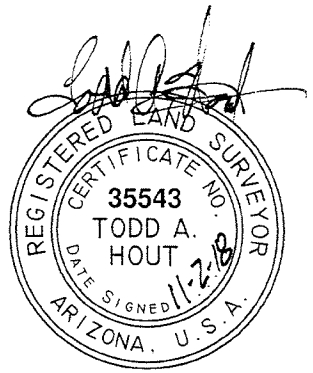


NOV. 2, 2018
JOB NO. 13055



LINE	BEARING	DISTANCE
L1	N 00°12'51" E	73.98'
L2	N 63°03'29" E	392.91'
L3	N 60°56'19" E	597.10'

NOTE: THIS MAP IS INTENDED TO PORTRAY A TEMPORARY CONSTRUCTION EASEMENT AND DOES NOT REPRESENT A BOUNDARY SURVEY.



ALTA ARIZONA
SURVEY – ENGINEERING – GEOTECH
2025 W. RUTHRAUFF RD., #125
TUCSON, ARIZONA 85705
(520) 398-6651

DEPICTION OF EXHIBIT "A" - A TEMPORARY CONSTRUCTION EASEMENT OVER A PORTION OF LOT 5 OF "THORNYDALE PLAZA", BK. 26, PG. 84, OF MAPS & PLATS, AND THE PARCELS DESCRIBED IN DKT. 10258, PG. 338, & DKT. 10098, PG. 1866, P.C.R. IN THE N.E. 1/4 OF SECTION 6, T. 13 S., R. 13 E., G. & S .R .M., PIMA COUNTY, ARIZONA

PROJECT NO. 13055	DATE: NOV. 2, 2018	PAGE 2 OF 2

EXHIBIT N TO CDO NORTH BANK DEVELOPMENT AGREEMENT
DESCRIPTION OF IT PROPERTY

WLB 193045-A-001-1000
May 5, 1993

The WLB Group Inc.

THORNYDALE PLAZA

That portion of Section 6, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, and that portion of Lot 5, Thornydale Plaza as recorded in Book 26 of Maps and Plats at Page 84, Pima County Recorder's Office, Pima County, Arizona, described as follows:

COMMENCING at the most Northerly corner common to Lots 5 and 6 of Thornydale Plaza;

THENCE S 00°14'25" W, along the West line of the said Lot 5, a distance of 508.30 feet to the POINT OF BEGINNING;

THENCE S 00°14'25" W, along the said West line and its Southerly prolongation, a distance of 649.06 feet to a line 77.00 feet Southeasterly of and parallel with the Southeasterly line of the said Lot 5;

THENCE N 60°56'45" E, along the said parallel line, a distance of 1012.94 feet to the Westerly right-of-way of Thornydale Road;

THENCE N 13°48'45" W, along the said right-of-way, a distance of 102.62 feet to a point of curvature of a tangent curve concave to the East;

THENCE Northerly along the said right-of-way, along the arc of said curve, to the right, having a radius of 1075.10 feet and a central angle of 010°59'27" for an arc distance of 206.32 feet to a point of reverse curvature of a tangent curve concave to the Southwest;

THENCE Northwesterly along the arc of said curve, to the left, having a radius of 45.00 feet and a central angle of 87°28'05" for an arc distance of 68.70 feet to a point of tangency on the South right-of-way of that easement recorded in Docket 7816 at Page 1861;

THENCE S 89°42'37" W, along the said right-of-way, a distance of 105.78 feet to a point of curvature of a tangent curve concave to the Southeast;

THENCE Southwesterly along the said right-of-way, along the arc of said curve, to the left, having a radius of 1335.99 feet and a central angle of 30°31'09" for an arc distance of 711.63 feet to the POINT OF BEGINNING.

Containing 10.747 Acres, more or less.

Prepared by:

THE WLB GROUP, INC.

Kenneth E. Zismann

Kenneth E. Zismann, R.L.S.

Registered Land Surveyor
CERTIFICATE EXPIRES
LS4527
Kenneth E.
Zismann
05-5-93
DEC. 31, 1993
ARIZONA U.S.A.

10098 1867

EXHIBIT O

Form of Restrictive Covenant

DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS RUNNING WITH THE LAND

These Covenants, Conditions and Restrictions (these "CCRs") are made by PIMA COUNTY FLOOD CONTROL DISTRICT, a political subdivision of the State of Arizona ("Declarant").

1. GENERAL

1.1. Affected Property. Declarant is the owner of the land referred to in these CCRs as the Affected Property, commonly known as Lot 3 of Aerie Riverwalk Final Plat, according to the subdivision plat recorded in the office of the Recorder of Pima County, Arizona, on April 19, 2013, at Sequence 20131090246.

1.2. Purpose. These CCRs are executed to satisfy Declarant's obligations arising from the AMENDED AND RESTATED DEVELOPMENT AGREEMENT, CDO NORTH BANK IMPROVEMENTS, WEST OF THORNYDALE (the "Agreement"), dated May ____, 2020, by and among Declarant, the Town of Marana, Alta Vista Communities RP LLC, and I.T. Investments Three, L.L.C.

1.3. Declaration. Declarant, for itself and future owners of any or all of the Affected Property, hereby declares that all of the Affected Property and each part thereof shall be owned, held, transferred, conveyed, sold, leased, rented, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, restrictions and other provisions set forth in these CCRs for the period these CCRs are in effect.

1.4. Common and General Plan. These CCRs are declared to be part of, pursuant to, and in furtherance of a common and general plan of development, improvement, enhancement and protection of the Affected Property.

1.5. Effect. The provisions of these CCRs are not personal and are intended to and shall run with the land and, until their expiration or termination, shall bind, be a charge upon and inure to the mutual benefit of (a) the owners of all or a portion of the Affected Property, (b) Declarant (as it now exists or as it may be later reorganized, consolidated, enlarged, or reincorporated), and (c) the Town of Marana.

2. RESTRICTIONS

2.1. Linear Park. The "Linear Park" means the Chuck Huckelberry Loop, a system of paved, shared-use paths and short segments of buffered bike lanes connecting the Rillito, Santa Cruz, and Pantano River Parks and other linear parks and greenways, one segment of which is located adjacent to the south boundary of the Affected Property.

2.2. Bank Protection. The "Bank Protection" means the soil cement bank protection constructed pursuant to the Agreement.

2.3. Allowed Uses. Use of the Affected Property shall be limited to the following:

2.3.1. Amenities for the Linear Park, including comfort stations, restrooms and parking.

2.3.2. Access for ordinary maintenance and repair of the Linear Park and/or the Bank Protection, including a storage shed not larger than 250 square feet for equipment.

2.3.3. During an emergency or flood event, the temporary storage of heavy equipment necessary to deal with the emergency.

2.3.4. Such additional uses as may be approved by resolution adopted by the Town of Marana's Mayor and Council.

2.4. Prohibited Uses. All uses other than those set forth in paragraph 2.3 above are prohibited.

3. MISCELLANEOUS

3.1. Effective Date. These CCRs shall be effective on the date they are recorded in the office of the Recorder of Pima County, Arizona.

3.2. Perpetual Duration. Unless amended as provided in paragraph 3.3 below, all provisions, covenants, conditions and restrictions contained in these CCRs shall continue in full force and effect in perpetuity.

3.3. Amendment. These CCRs may be amended only upon the concurrence of the Town of Marana, Declarant (as it now exists or as it may be later reorganized, consolidated, enlarged, or reincorporated), and (if different) the then owners of at least 75% of the land area of the Affected Property.

3.4. Enforcement. These CCRs may be enforced only by the Town of Marana.

IN WITNESS WHEREOF, DECLARANT has caused this DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS RUNNING WITH THE LAND to be signed by the undersigned duly authorized officer and to be recorded thereafter.

"DECLARANT:"
PIMA COUNTY FLOOD CONTROL DISTRICT, a
political subdivision of the State of Arizona

By:_____

Its:_____

APPROVED AS TO FORM:

By:_____
Deputy Pima County Attorney

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me this ____ day of _____, 202___, by _____, the _____ of PIMA COUNTY FLOOD CONTROL DISTRICT, a political subdivision of the State of Arizona, on its behalf.

(Seal)

_____
Notary Public

EXHIBIT P

Project Timeline

CDONB Sample Schedule JOC

ID	Task Name
1	Permitting
2	Development Agreement
3	Plan Approval
4	**Easements/Land Transfers**
5	Alta Vista
6	IT
7	Town of Marana
8	JOC Bid
9	Funds Deposited
10	JOC Contract Award
11	**Construction**
12	Soil Cement
13	JOC Bid
14	JOC Contract Award
15	Construction Linear Park

