MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, February 16, 2021, at or after 6:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
Patti Comerford, Council Member
Jackie Craig, 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 February 16, 2021, 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.

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

PR1 Proclamation honoring Daniel (Dan) E. Rowan, Marana Police Officer (Reuben Nunez)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

P1 Relating to Budget; presentation of second quarter results (July-December) for the Town's General Fund and other selected major funds for the 2020-2021 fiscal year (Yiannis Kalaitzidis)

P2 Relating to Finance; presentation of the Town's Fiscal Year 20-21 Second Quarter Investment Report; discussion regarding compliance with the Town's Investment Policy; and an update on the current investment environment and impact of the pandemic on the Town's Investment Market (Yiannis Kalaitzidis)

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. 2021-016: Relating to Development; approving a Preliminary Plat for Gladden Farms Blocks 31 & 33 Lots 1-235, Common Areas A-1 - A-11 (Landscape, Utilities, Drainage and Grading), B-1 - B-5 (Recreation, Landscape, Utilities, Drainage and Grading) located south of the intersection of Moore Road and Mike Etter Boulevard (Justin Currie)

C2 Resolution No. 2021-017: Relating to Development; approving a Preliminary Plat for Gladden Farms Block 37 Lots 1-275, Common Areas A-1 - A-14 (Landscape, Utilities, Drainage and Grading), B-1 - B-7 (Recreation, Landscape, Utilities, Drainage and Grading) located east of the intersection of Midfield Road and Mike Etter Boulevard (Justin Currie)

C3 Resolution No. 2021-018: Relating to Development; approving a Release of Assurances for a portion of Lazy K Bar Ranch and accepting public improvements for maintenance (Keith Brann)

C4 Resolution No. 2021-019: Relating to Special Events; approving and authorizing the Mayor to execute an agreement between the Town of Marana and Perimeter Bicycling Association of America, Inc. regarding financial support for the 38th El Tour de Tucson 28-Mile Event (Jim Conroy)

C5 Resolution No. 2021-020: Relating to Police Department; approving and authorizing the Town Manager to execute Subrecipient Agreements No. 20-AZDOHS-OPSG-200420-01 and No. 20-AZDOHS-OPSG-200420-02 with the Arizona Department of Homeland Security for purposes of receiving funds under the FFY20 Operation Stonegarden Grant Program (Kristin Taft)

C6 Resolution No. 2021-021: Relating to Utilities; approving and authorizing the Mayor to execute the Settlement Agreement regarding Public Water Infrastructure Participation and Water Service Agreement with Marana Technology Campus, L.L.C. and Northwest Storage, L.L.C. (Jane Fairall)

C7 Resolution No. 2021-022: Relating to Community and Neighborhood Services; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for the management and implementation of the 2020-2021 Community Development Block Grant Program (Lisa Shafer)

C8 Resolution No. 2021-023: Relating to Emergency Management; approving and authorizing the Finance Director to execute the Disaster Assistance Agreement for Federally Declared Disasters with the Department of Emergency and Military Affairs, Division of Emergency Management, State of Arizona, for funding related to COVID-19 expenses (Kristin Taft)

C9 Approval of the Council Study Session Meeting Summary Minutes of February 9, 2021, and the Council Regular Meeting Summary Minutes of February 2, 2021 (Cherry L. Lawson)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2021.001; Relating to Development; approving a rezoning of approximately 40 acres of land located east of Interstate 10, south of Tangerine Road, and west of Breakers Road from Zone C - Large Lot Zone to Heavy Industry (HI) (Brian D. Varney)

A2 PUBLIC HEARING: Ordinance No. 2021.002: Relating to Development; approving a rezoning of approximately 1.84 acres of land located at 4535 W. Ina Road, south of Ina Road and approximately 0.10 Miles east of Interstate 10, from R-36 (single-family residential) to Village Commercial (VC) (Anita McNamara)

A3 PUBLIC HEARING: Ordinance No. 2021.003: Relating to Development; amending the Marana Town Code, Title 17 (Land Development Code), Chapter 17-3 (Administration and Enforcement); revising provisions related to the issuance of conditional use permits, including findings for approval; rewriting provisions regarding the issuance of temporary use permits; adding provisions related to the classification and enforcement of violations of Title 17; modifying various other provisions; and designating an effective date (David L. Udall)

Resolution No. 2021-024: Relating to Development; declaring as a public record filed with the Town Clerk amendments to the Marana Town Code, Title 17 (Land Development Code), Chapter 17-3 (Administration and Enforcement); revising provisions related to the issuance of conditional use permits, including findings for approval; rewriting provisions regarding the issuance of temporary use permits; adding provisions related to the classification and enforcement of violations of Title 17; modifying various other provisions; and designating an effective date (David L. Udall)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Relating to Budget; discussion, direction and possible action regarding development of the fiscal year 2021/2022 budget, including proposed budget initiatives and expenditures (Terry Rozema)

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

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)(7) for discussion or consultation with the Town Manager, Town Engineer, and Town Attorney, as designated representatives of the Town, in order to consider the Town's position and instruct its representatives regarding negotiations for the purchase of real property located on the south side of Silverbell Road between its two Continental Reserve Loop intersections and consisting of the Picture Rocks Wash drainageway, Pima County Assessor's Parcel No. 221-21-004E, for flood control purposes.

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 **PR1**

Meeting Date: 02/16/2021

Submitted For: Reuben Nunez, Police Chief

From: Cherry L. Lawson, Town Clerk

Date: February 16, 2021

Subject: Proclamation honoring Daniel (Dan) E. Rowan, Marana Police Officer (Reuben Nunez)

Attachments

Proclamation

MARANA AZ
ESTABLISHED 1977

PROCLAMATION
Honoring Daniel (Dan) E. Rowan
Marana Police Officer

WHEREAS, Daniel Eugene Rowan, better known as 'Dan,' joined the Marana Police Department on September 26, 2005 as a Police Officer after spending 21 years as a New York Fire Fighter. He was an active member of the NYFD during the terrorist attack on the World Trade Center on September 11, 2001; and

WHEREAS, after spending a total of 37 years in public service (16 years in Marana and 21 years in New York City), Dan is retiring as a Marana Police Officer on February 26, 2021; and

WHEREAS, during his tenure with the Marana Police Department, Dan has twice been the recipient of the Department's Officer of the Year award, along with the Lifesaving Award and a never-ending influx of accolades from the community; and

WHEREAS, Dan's coworkers and colleagues will undoubtedly miss him, along with his fun and infectious nature, when he departs from MPD on February 26, 2021 and rides into retirement with his wife, Georgine and his two daughters, Caitlin and Chelsea.

NOW, THEREFORE be it resolved, the Mayor and Council of the Town of Marana commend and thank **Daniel (Dan) Eugene Rowan** for his lifetime of public service and his dedication to the Marana community, and urge its citizens to join them in congratulating him on his retirement.

Dated this 16th day of February 2021.

ATTEST:

Cherry L. Lawson, Town Clerk

MARANA

Ed Honea, Mayor

Council-Regular Meeting **P1**

Meeting Date: 02/16/2021

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: February 16, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Budget; presentation of second quarter results (July-December) for the Town's General Fund and other selected major funds for the 2020-2021 fiscal year (Yiannis Kalaitzidis)

Discussion:

The purpose of this item is to present a summary of the Town's second quarter financial results (July-December) for the Town's General Fund and other selected major funds for fiscal year 2020-2021. It is important to note that these results are preliminary, unaudited and subject to change based upon adjusting entries, as necessary. The attached provides a high-level revenue and expenditure summary at the end of the current quarter.

Revenue

Overall, revenues are within or above expectations for all funds at this time of the year except for the Bed Tax Fund.

- Revenues for the General Fund are better than expected due to consistently better than anticipated sales taxes in most categories except for hotels & lodging, but also due to better than expected residential permits activity and a large dividend distribution from the Town's risk pool.
- HURF fund revenues are just above expectations due to strong activity related to vehicle related tax categories
- Bed Tax fund revenues is below expectations due to the impact of the pandemic to the hospitality industry, when adjusted for collections related to returns for the months of April through June.
- Transportation fund revenues are above expectations due to stronger than anticipated residential and commercial construction activity spurred by low interest rates.

- Charges for services revenues in the enterprise funds are within expectations for this time of year as utilities benefit from the strong housing growth and the airport continues to see a benefit from Commercial Aircraft parking fees.

Additional detail on these variances is included within the visualization slides attached to this item.

Expenditures
Expenditures in all funds are at or below expectations. This is primarily due to the timing of one-time projects and programs which are expected to occur in future quarters. The Water and Water reclamation funds are within expectations when excluding debt service payments that happen during the first quarter of the fiscal year. Expenses for the Bed Tax Fund are as expected through the second quarter of the fiscal year, accounting for the annual payment of the State Land lease that occurs in October.

The quarterly update will be available on the Town's website following tonight's meeting. The public may interact with the Power BI tool by drilling down into the data. The tool can be found on the following page: http://www.maranaaz.gov/financial-documents

Staff Recommendation:
Presentation of second quarter results only.

Suggested Motion:
Presentation of second quarter results only.

Attachments

FY2020-2021 Second Quarter Financial Update

Financial Brief: Second Quarter

Fiscal Year

2020 – 2021

Prepared by: Finance Department

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FISCAL YEAR 2020 - 2021 SECOND QUARTER FINANCIAL BRIEF

This financial brief is intended to provide a broad overview and status of revenues and expenditures for the Town's selected major funds through the second quarter of fiscal year 2021 (July 2020 - December 2020). Major funds included in this financial brief are the General Fund, Highway User Revenue Fund (HURF), Bed Tax Fund and Transportation Fund. Also included are the enterprise funds Airport, Water, and Water Reclamation. Please note that all amounts are preliminary, un-audited and subject to change based upon adjusting entries, as necessary.

The table below shows an overview for each fund.

	REVENUES			EXPENDITURES			OVER/UNDER
Fund	FY 2021 Budget	Actual	% Budget	FY 2021 Budget	Actual	% Budget	YTD Over/Under
GENERAL FUND	50,265,356	30,912,764	61%	48,091,333	20,286,290	42%	10,626,474
HURF	3,281,296	2,224,514	68%	4,166,655	834,424	20%	1,390,090
TRANSPORTATION FUND	5,800,000	4,024,048	69%	21,097,629	2,757,353	13%	1,266,695
BED TAX FUND	1,104,840	491,442	44%	1,092,603	762,499	70%	-271,057
WATER FUND	7,065,276	3,633,722	51%	7,658,018	3,558,137	46%	75,585
WATER RECLAMATION FU...	2,681,248	1,502,729	56%	2,497,887	602,675	24%	900,054
AIRPORT FUND	585,178	219,369	37%	585,178	181,236	31%	38,133

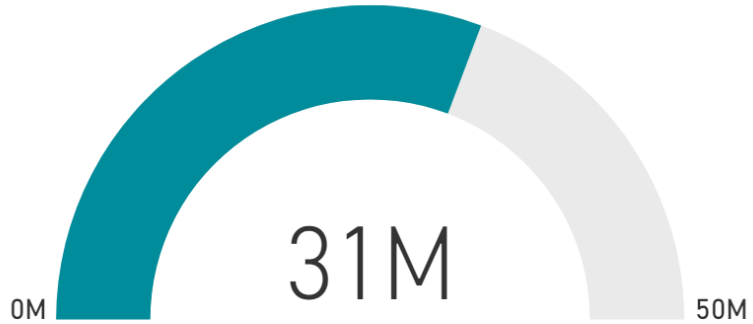
Click HERE for a User Guide and FAQ about this report

FY 2020-2021 SECOND QUARTER: GENERAL FUND REVENUES

Select Revenue or Expense

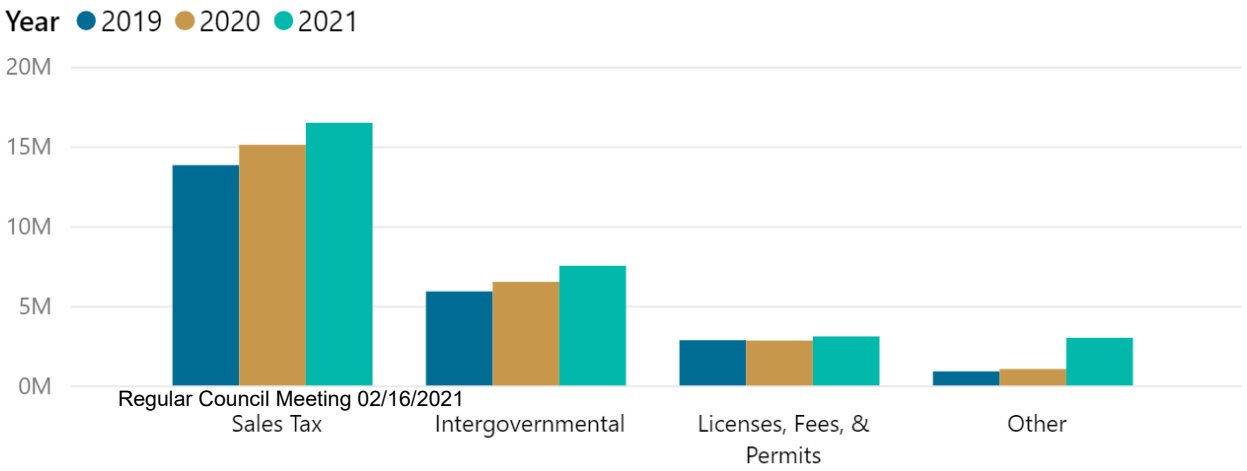
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2021 Budget	Actual	% Budget
Sales Tax	24,389,464	16,475,876	68%
Intergovernmental	13,435,743	7,503,228	56%
Licenses, Fees, & Permits	4,427,112	3,150,086	71%
Charges for Services	563,000	278,142	49%
Other	7,450,037	3,505,433	47%
Total	**50,265,356**	**30,912,764**	**61%**



General Fund Relevant Information

The General Fund is the Town's primary operating fund. Sales Tax, Intergovernmental Revenues and Licenses, Fees, & Permits make up 95% of budgeted revenues for the fund. Second quarter collections continue to be above expected levels for FY2021 due to stronger than anticipated activity in most categories. Intergovernmental Revenues are amounts received from the State's shared revenue program and are distributed based upon population estimates and economic conditions. Licenses, Fees, & Permits include Single Family Residential (SFR) permit revenue. Other revenues, comprised of various sources include investment income earnings, AMRRP dividends and budgeted transfers-in from AZ CARES funding.



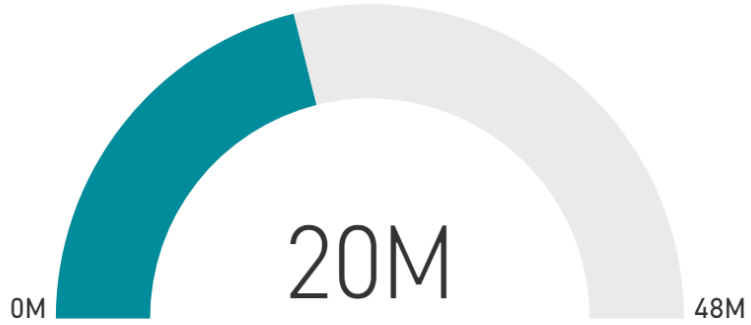
Category	2019	2020	2021
Sales Tax	13,817,267	15,092,558	16,475,876
Intergovernmental	5,896,671	6,496,031	7,503,228
Licenses, Fees, & Permits	2,974,888	2,901,258	3,150,086
Charges for Services	296,389	254,068	278,142
Other	1,383,164	1,591,157	3,505,433
Total	**24,368,378**	**26,335,072**	**30,912,764**

FY 2020-2021 SECOND QUARTER: GENERAL FUND EXPENSES

Select Revenue or Expense

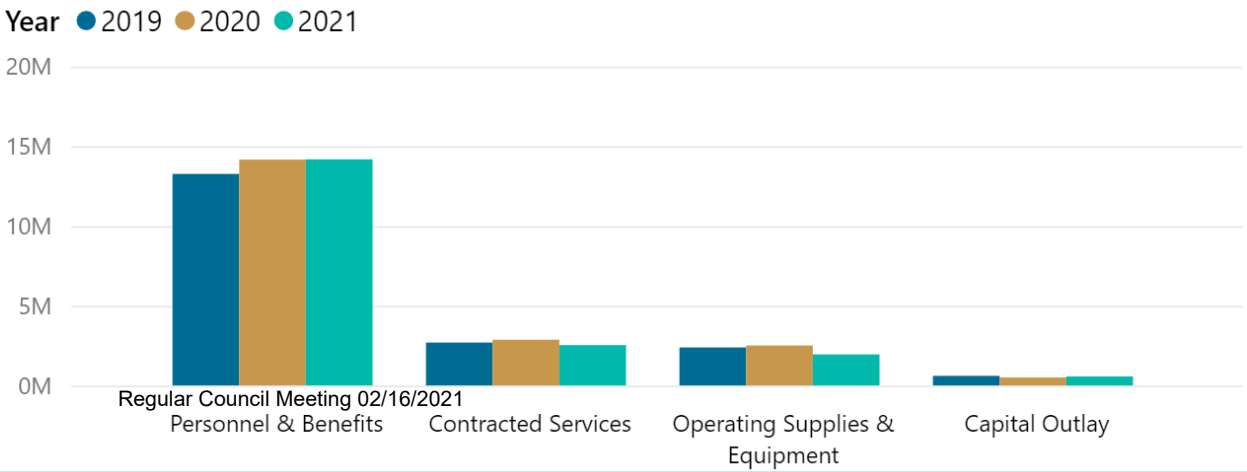
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Category	FY 2021 Budget	Actual	% Budget
Personnel & Benefits	30,404,536	14,181,723	47%
Contracted Services	5,685,298	2,517,645	44%
Operating Supplies & Equipment	5,811,392	1,943,760	33%
Capital Outlay	1,496,192	561,995	38%
Other Financing Uses	4,693,915	1,081,168	23%
Total	**48,091,333**	**20,286,290**	**42%**



General Fund Relevant Information

General Fund expenses through the second quarter of FY2021 are overall as expected. Operating Supplies & Equipment is below budget primarily due to the timing of processing developer rebates and purchasing non-capital technology equipment. Capital Outlay is primarily associated with large projects such as the Pines Roadway Stabilization and the Downtown Visitor's Center which are ongoing during the second quarter and the vehicle replacement program which was mostly paused in the first half of the year. Other Financing Uses is related to all budgeted transfers, scheduled to take place later in the fiscal year.



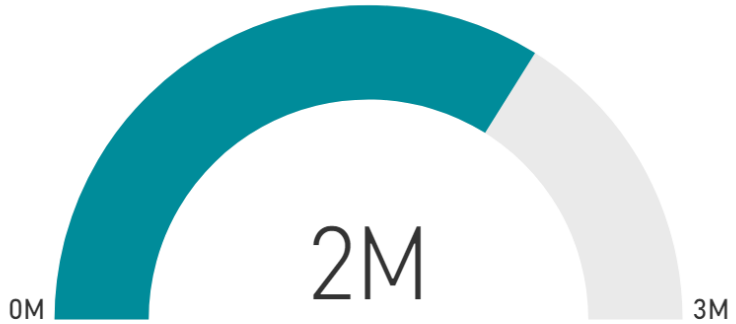
Category	2019	2020	2021
Personnel & Benefits	13,265,340	14,161,580	14,181,723
Contracted Services	2,678,085	2,859,368	2,517,645
Operating Supplies & Equipm...	2,378,582	2,503,074	1,943,760
Capital Outlay	599,452	499,755	561,995
Other Financing Uses	198,926	406,677	1,081,168
Total	**19,120,386**	**20,430,454**	**20,286,290**

FY 2020-2021 SECOND QUARTER: HURF REVENUES

Select Revenue or Expense

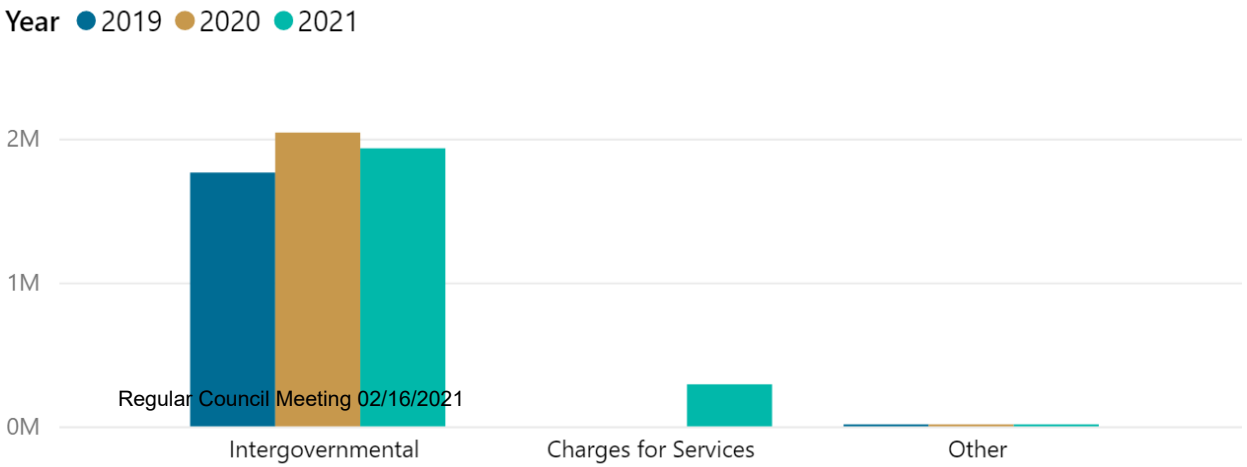
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2021 Budget	Actual	% Budget
Intergovernmental	3,276,296	1,932,012	59%
Charges for Services	0	292,021	0%
Other	5,000	480	10%
Total	**3,281,296**	**2,224,514**	**68%**



HURF Relevant Information

The Highway User Revenue Fund or HURF is set by the collection of fees and taxes from users of the State's roads and highways which the State collects. Cities and towns receive a percentage of revenues based on population estimates and gasoline sales within each county. Second quarter HURF revenue collections are above forecasted levels due to better than anticipated activity. Charges for services are payment in lieu of fees collected from third parties to be expended for the preservation of roads. Other revenue is comprised of investment income.



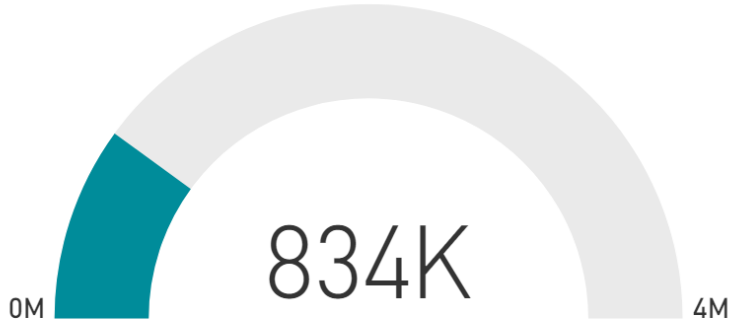
Category	2019	2020	2021
Intergovernmental	1,763,451	2,041,395	1,932,012
Charges for Services			292,021
Other	13,221	13,206	480
Total	**1,776,672**	**2,054,602**	**2,224,514**

FY 2020-2021 SECOND QUARTER: HURF EXPENSES

Select Revenue or Expense

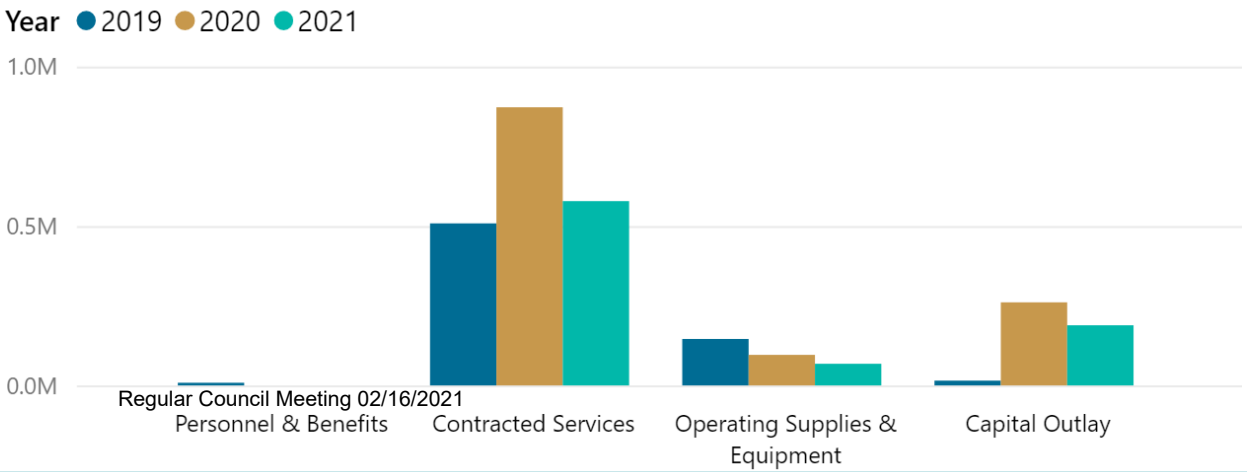
- EXPENSES
- REVENUES

Category	FY 2021 Budget	Actual	% Budget
Contracted Services	2,999,230	577,972	19%
Operating Supplies & Equipment	240,000	67,839	28%
Capital Outlay	735,831	188,613	26%
Other Financing Uses	191,594		
Total	**4,166,655**	**834,424**	**20%**



HURF Relevant Information

HURF expenses are below budgeted amounts through the second quarter of FY2021. Contracted Services is sharply below budget primarily due to the timing of the Town's Pavement Preservation Program scheduled to take place later in the fiscal year. Operating Supplies & Equipment are below budgeted levels due to savings in fuel and oil and in utility costs, as the Town continues the process of converting to LED street lamps. Capital Outlay is associated with vehicle/equipment purchases and capital projects that are just getting started and will be completed later this fiscal year. Other Financing Uses is restricted budget for possible monsoon storm damage.



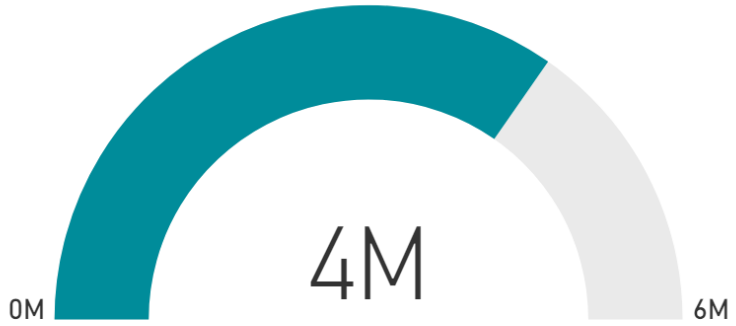
Category	2019	2020	2021
Personnel & Benefits	8,319		
Contracted Services	508,138	872,348	577,972
Operating Supplies & Equipm...	145,031	95,779	67,839
Capital Outlay	14,997	260,514	188,613
Total	**676,485**	**1,228,641**	**834,424**

FY 2020-2021 SECOND QUARTER: TRANSPORTATION FUND REVENUES

Select Revenue or Expense

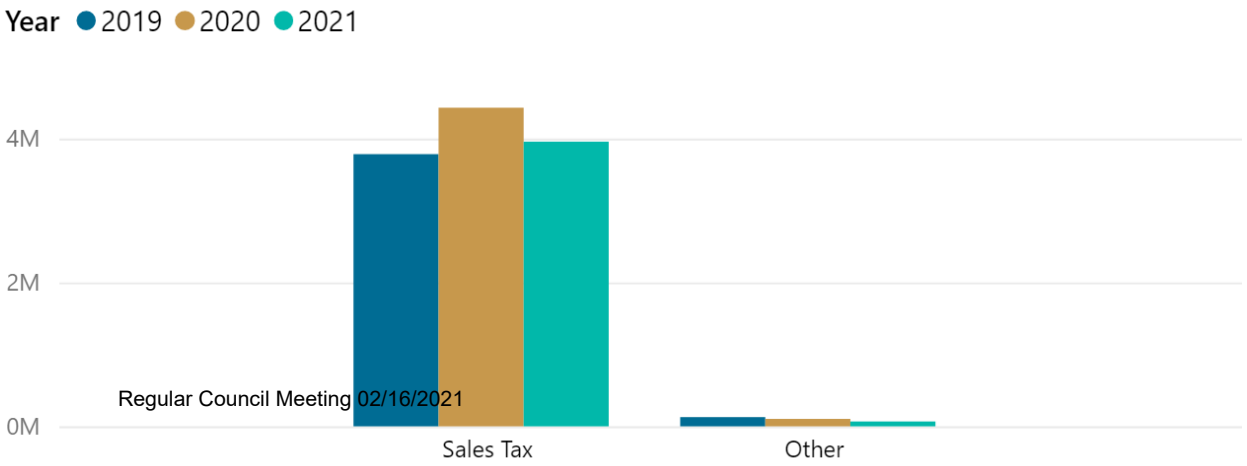
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- ■ REVENUES

Category	FY 2021 Budget	Actual	% Budget
Sales Tax	5,750,000	3,956,700	69%
Intergovernmental	0		
Other	50,000	67,349	135%
Total	**5,800,000**	**4,024,048**	**69%**



Transportation Fund Relevant Information

The Transportation Fund is comprised of 75% of all contracting taxes collected by the Town and is to be used for new road construction and reconstruction projects. Second quarter revenue collections are significantly higher than anticipated due to strong residential housing acitivity (466 SFR permits issued vs. 617 budgeted for the year) and commercial construction spurred by low interest rates. Other revenue is comprised of investment income.



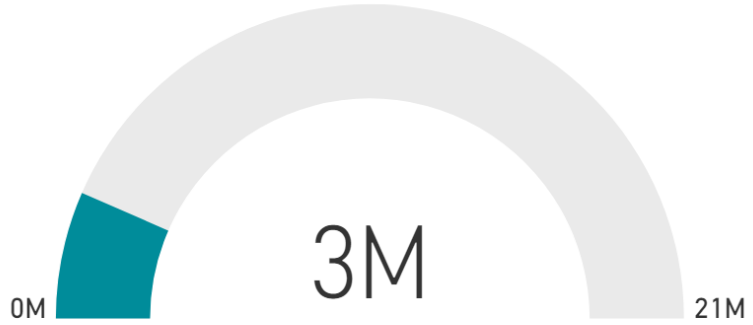
Category	2019	2020	2021
Sales Tax	3,782,820	4,428,345	3,956,700
Other	127,992	103,279	67,349
Total	**3,910,812**	**4,531,624**	**4,024,048**

FY 2020-2021 SECOND QUARTER: TRANSPORTATION FUND EXPENSES

Select Revenue or Expense

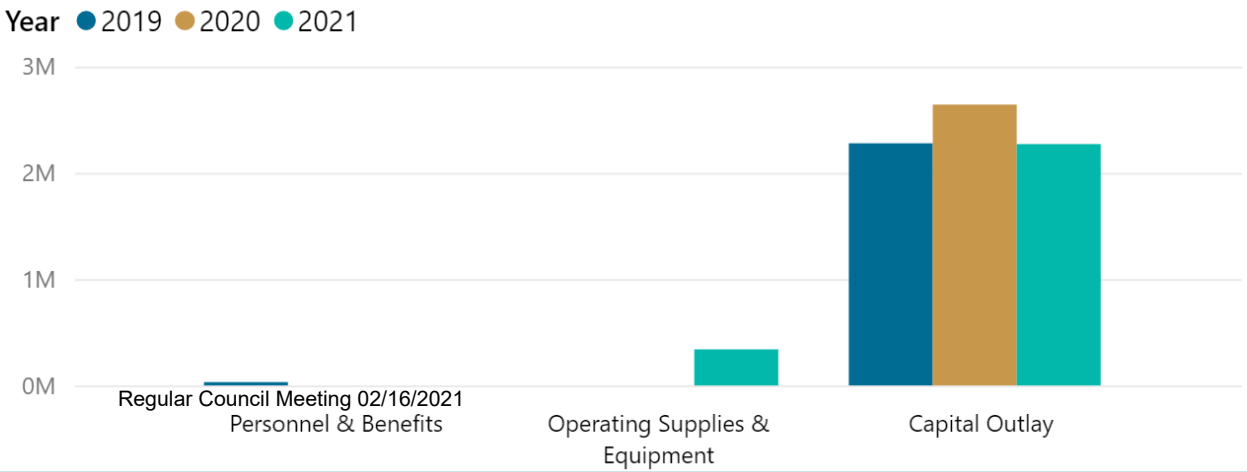
- ■ EXPENSES
- □ REVENUES

Category	FY 2021 Budget	Actual	% Budget
Operating Supplies & Equipment	996,200	339,094	34%
Capital Outlay	19,278,848	2,270,481	12%
Debt Service	0	12,042	0%
Other Financing Uses	822,581	135,736	17%
Total	**21,097,629**	**2,757,353**	**13%**



Transportation Fund Relevant Information

Transportation Fund expenses are below budgeted levels through the second quarter of FY2021. Operating Supplies & Equipment is associated with ongoing developer reimbursements paid on a semi-annual basis. Capital Outlay is associated with CIP projects many of which kicked off during the first half of the year while others, like the Lon Adams reconstruction and several rehabilitation projects, are scheduled to take place later in the fiscal year. Other Financing Uses is associated with planned transfers related to debt service.



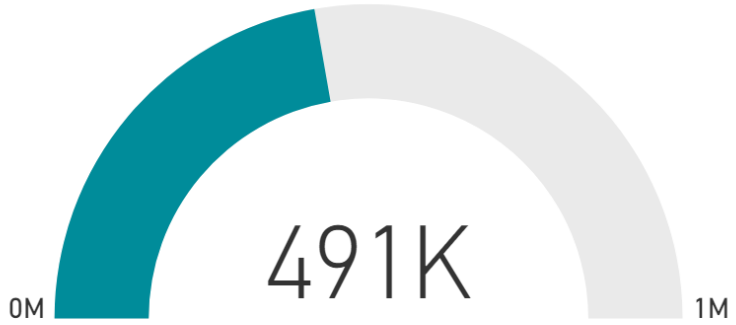
Category	2019	2020	2021
Personnel & Benefits	31,099		
Operating Supplies & Equipm...			339,094
Capital Outlay	2,276,360	2,642,127	2,270,481
Debt Service	12,272	12,877	12,042
Other Financing Uses	246,268	143,820	135,736
Total	**2,565,998**	**2,798,824**	**2,757,353**

FY 2020-2021 SECOND QUARTER: BED TAX FUND REVENUES

Select Revenue or Expense

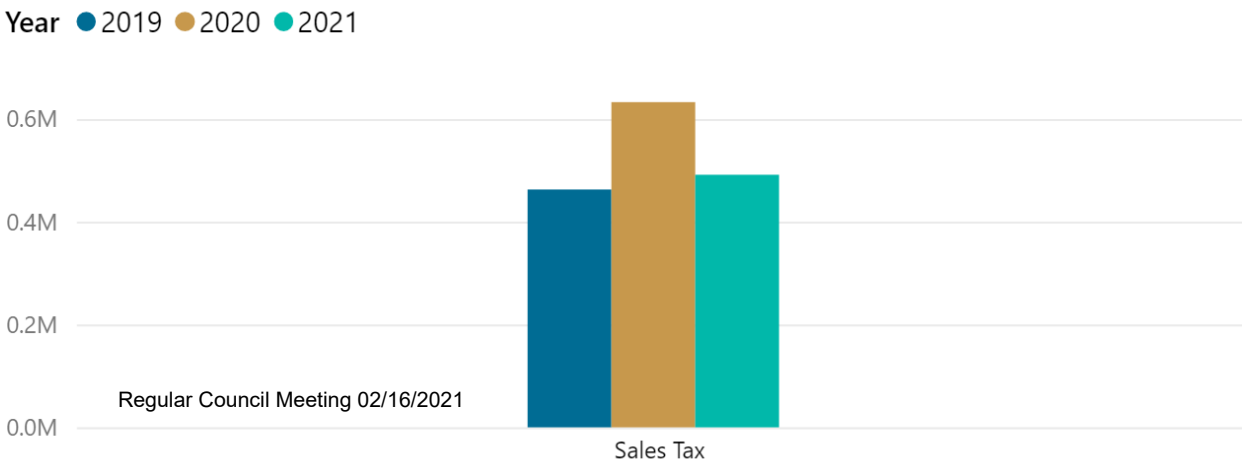
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2021 Budget	Actual	% Budget
Sales Tax	1,104,840	491,442	44%
Total	**1,104,840**	**491,442**	**44%**



Bed Tax Fund Relevant Information

The Bed Tax Fund accounts for the collection of the discriminatory portion of revenues restricted for tourism initiatives. Second quarter revenue collections for FY2021 are below forecasted levels but as anticipated given the impact of the pandemic on the hospitality industry. Town staff will continue to monitor these revenues closely over the next few months.



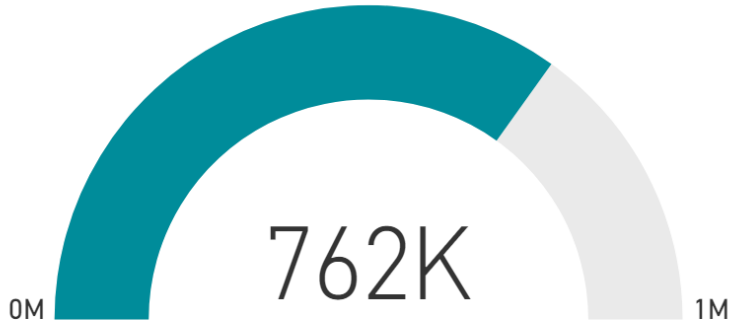
Category	2019	2020	2021
Sales Tax	462,755	632,747	491,442
Total	**462,755**	**632,747**	**491,442**

FY 2020-2021 SECOND QUARTER: BED TAX FUND EXPENSES

Select Revenue or Expense

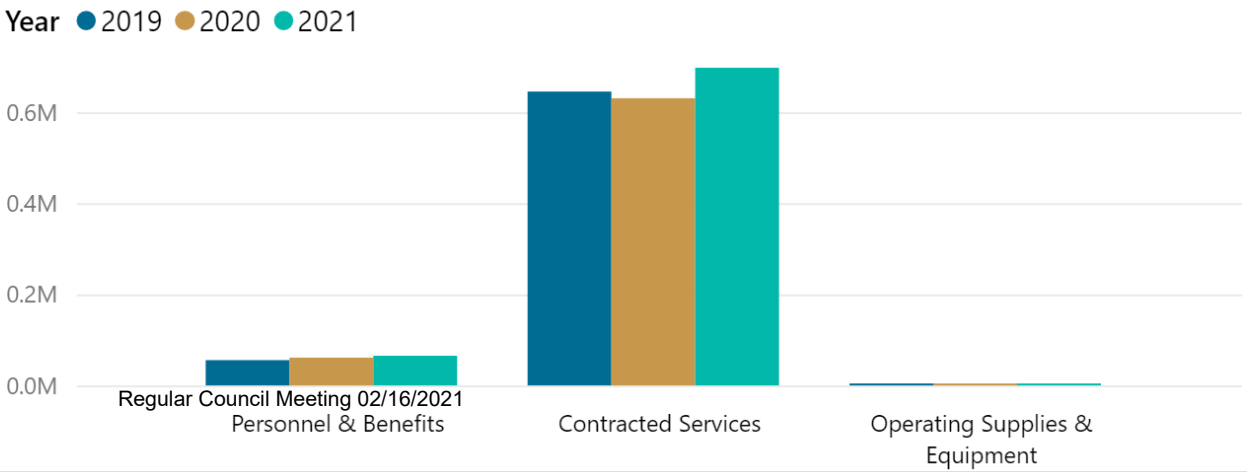
- [x] EXPENSES
- [ ] REVENUES

Category	FY 2021 Budget	Actual	% Budget
Personnel & Benefits	137,707	65,046	47%
Contracted Services	829,891	697,424	84%
Operating Supplies & Equipment	125,005	29	0%
Total	**1,092,603**	**762,499**	**70%**



Bed Tax Fund Relevant Information

As a whole, the Bed Tax Fund is spending it's resources as expected through the second quarter of FY2021. Contracted Services are above budget due to the timing of the annual State Land lease payment in the second fiscal quarter. Operating Supplies & Equipment should reach budgeted levels as the winter tourism season approaches and we continue our efforts to maintain market share and interest in the Town of Marana.



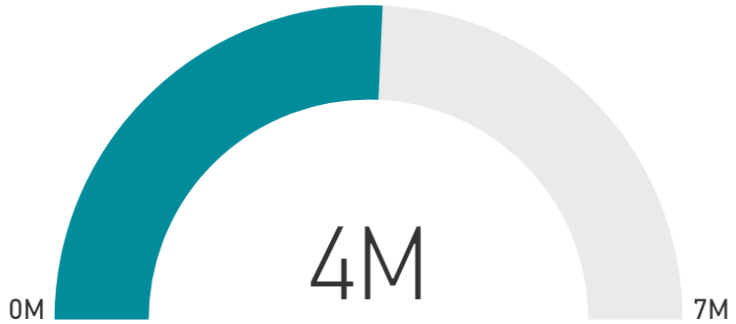
Category	2019	2020	2021
Personnel & Benefits	55,454	61,005	65,046
Contracted Services	645,135	630,470	697,424
Operating Supplies & Equipment	20	104	29
Total	**700,609**	**691,579**	**762,499**

FY 2020-2021 SECOND QUARTER: WATER OPERATING FUND REVENUES

Select Revenue or Expense

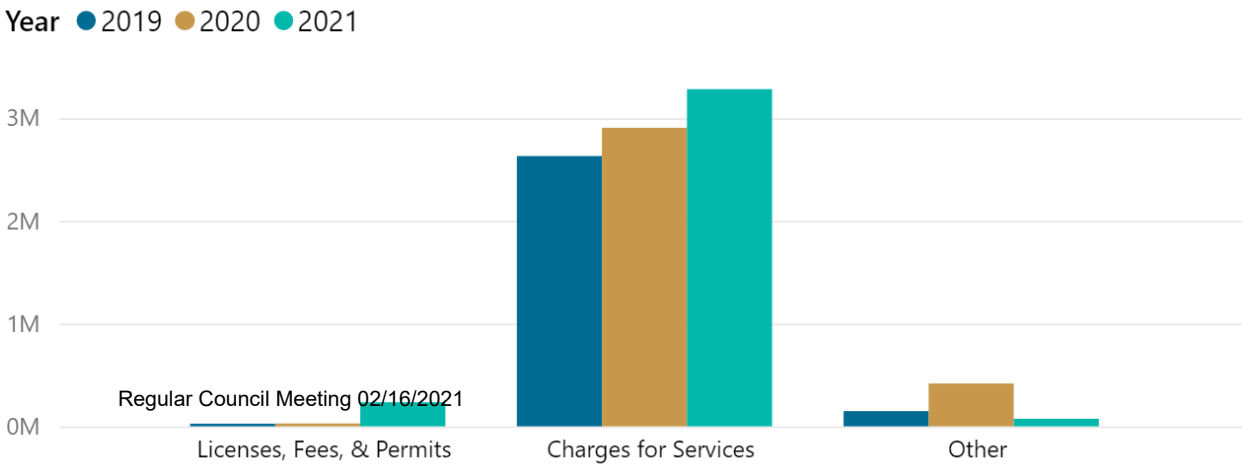
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2021 Budget	Actual	% Budget
Intergovernmental	85,000		
Licenses, Fees, & Permits	42,500	234,318	551%
Charges for Services	5,655,873	3,303,731	58%
Other	1,281,903	95,672	7%
Total	**7,065,276**	**3,633,722**	**51%**



Water Fund Relevant Information

The current rates and fees for Marana Water customers can be found at - http://www.maranaaz.gov/water-rates-and-fees . Charges for Services (water sales) comprise the majority of the revenue for the fund. Second quarter revenue collections are above expectations for FY2021 due to stronger than anticipated growth. Licenses, fees, & Permits is above expectations primarily due to fees collected in connection with the Water Treatment Plants construction. Other revenue is primarily comprised of miscellaneous revenue sources and an interfund transfer associated with a WIFA loan payment scheduled to take place later in the fiscal year.



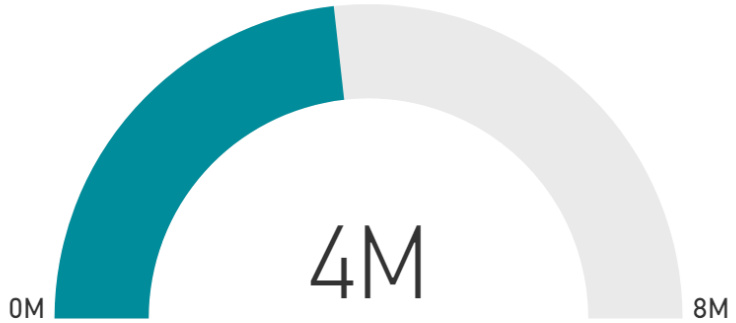
Category	2019	2020	2021
Licenses, Fees, & Permits	25,737	27,482	234,318
Charges for Services	2,651,010	2,926,855	3,303,731
Other	149,769	426,802	95,672
Total	**2,826,516**	**3,381,139**	**3,633,722**

FY 2020-2021 SECOND QUARTER: WATER OPERATING FUND EXPENSES

Select Revenue or Expense

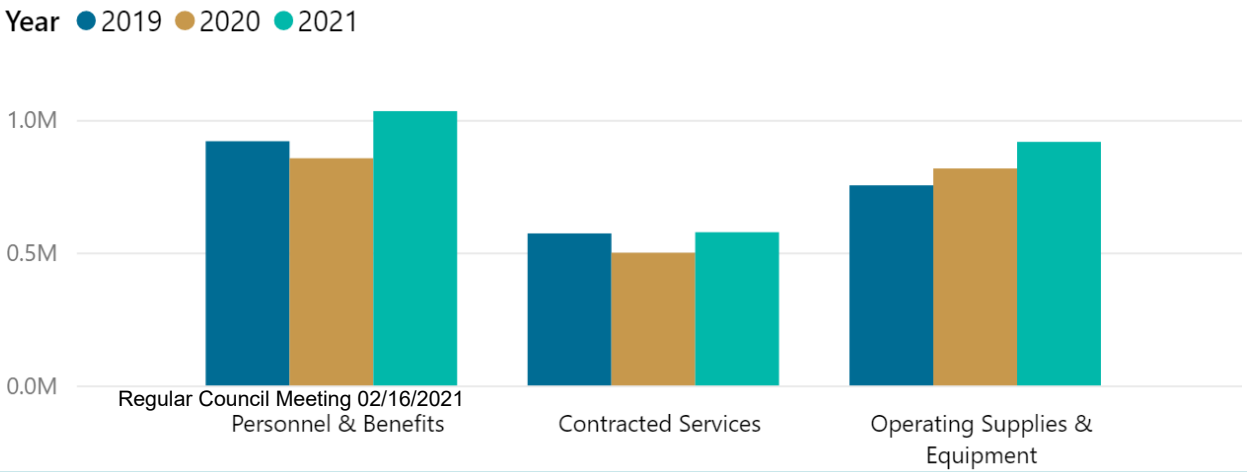
- ■ EXPENSES
- □ REVENUES

Category	FY 2021 Budget	Actual	% Budget
Personnel & Benefits	2,287,468	1,032,318	45%
Contracted Services	1,825,273	576,483	32%
Operating Supplies & Equipment	1,772,971	916,545	52%
Capital Outlay	114,000	0	0%
Debt Service	1,399,956	1,032,791	74%
Other Financing Uses	258,350		
Total	**7,658,018**	**3,558,137**	**46%**



Water Fund Relevant Information

Overall, FY2021 second quarter expenses for the Water Operating Fund are at or below expected levels. Capital Outlay is associated with two vehicle purchases related to the two new positions to be hired later in the year. Debt Service is related to an annual WIFA loan payment that took place in the first quarter of FY2021, as we continue to draw down the full amount of the WIFA loans that are financing the Water Treatment Plant projects. Capital costs associated with infrastructure and CIP projects are captured in separate funds.

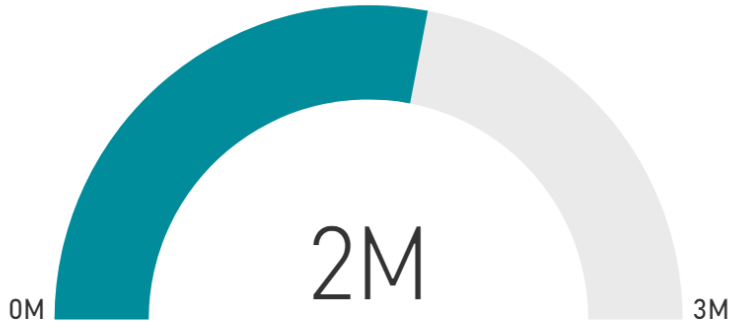


Category	2019	2020	2021
Personnel & Benefits	919,024	855,026	1,032,318
Contracted Services	570,567	499,253	576,483
Operating Supplies & Equipm...	753,078	816,570	916,545
Capital Outlay	90,571		0
Debt Service	407,000	1,009,469	1,032,791
Total	**2,740,240**	**3,180,318**	**3,558,137**

FY 2020-2021 SECOND QUARTER: WATER RECLAMATION OPERATING FUND REVENUES

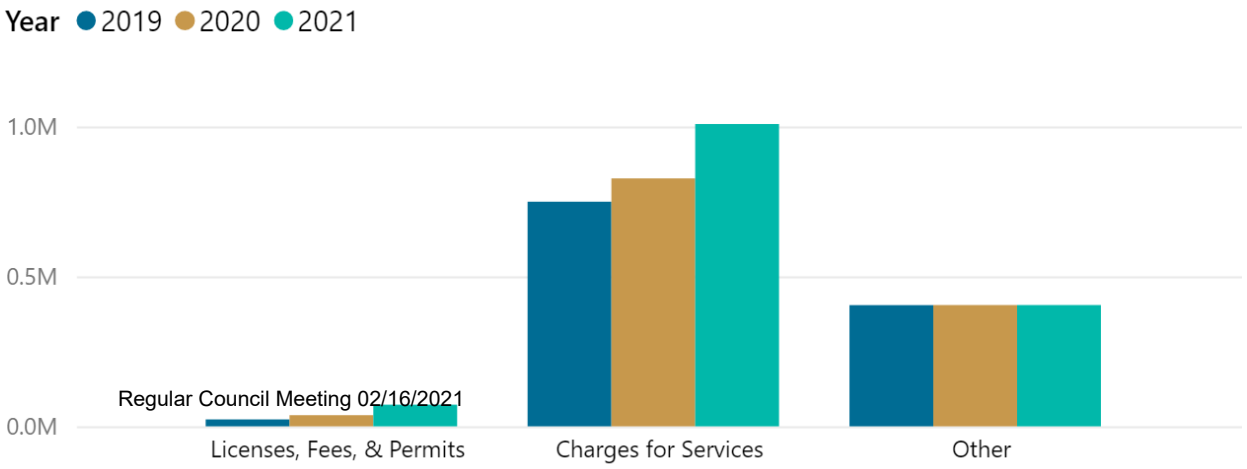
Select Revenue or Expense
- EXPENSES
- REVENUES

Category	FY 2021 Budget	Actual	% Budget
Licenses, Fees, & Permits	28,900	72,188	250%
Charges for Services	1,841,278	1,008,338	55%
Other	811,070	422,203	52%
Total	**2,681,248**	**1,502,729**	**56%**



Water Reclamation Fund Relevant Information

The current rates and fees for Marana Sewer customer can be found at - http://www.maranaaz.gov/water-rates-and-fees. Charges for Services (sewer rates) comprise the majority of the revenue for the fund. Overall, preliminary FY2021 second quarter revenue collections are slightly higher above expectations. Licenses, Fees, & Permits are above expectations due to stronger than anticipated growth. The majority of Other revenue is mainly related to budgeted transfers between funds for debt service payments that are scheduled to take place later in the fiscal year.



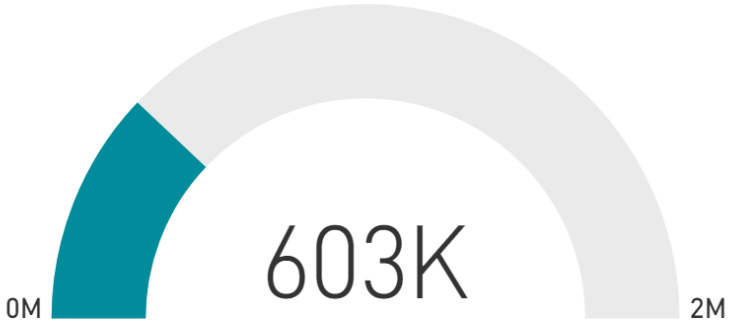
Category	2019	2020	2021
Licenses, Fees, & Permits	23,011	38,100	72,188
Charges for Services	749,265	826,983	1,008,338
Other	404,231	404,536	422,203
Total	**1,176,506**	**1,269,619**	**1,502,729**

FY 2020-2021 SECOND QUARTER: WATER RECLAMATION OPERATING FUND EXPENSES

Select Revenue or Expense

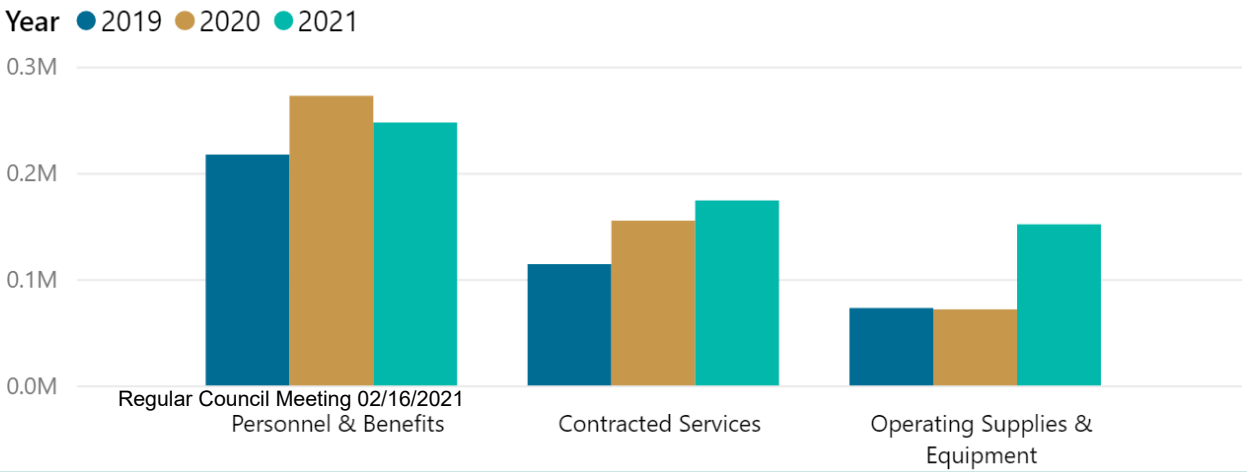
- EXPENSES
- REVENUES

Category	FY 2021 Budget	Actual	% Budget
Personnel & Benefits	583,306	247,361	42%
Contracted Services	507,000	174,015	34%
Operating Supplies & Equipment	302,800	151,588	50%
Debt Service	858,781	29,711	3%
Other Financing Uses	246,000		
Total	**2,497,887**	**602,675**	**24%**



Water Reclamation Fund Relevant Information

Overall, second quarter expenses for the Water Reclamation Operating Fund are below budgeted levels but as expected at this time of the year. Debt Service is related to annual WIFA loan payments, most of which are due later in the year. Other Financing Uses is associated with transfers out and restricted budget amounts. Capital costs associated with infrastructure and CIP projects are captured in separate funds.



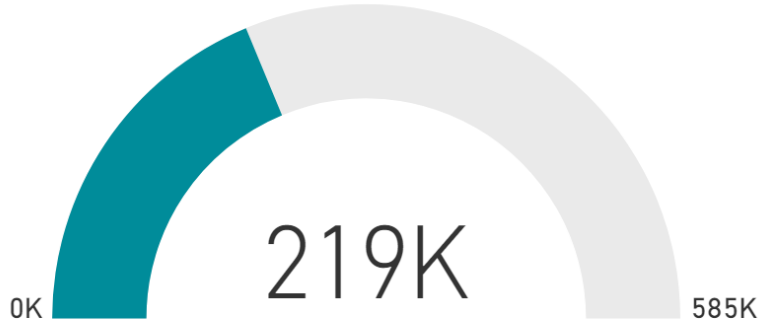
Category	2019	2020	2021
Personnel & Benefits	217,192	272,486	247,361
Contracted Services	114,037	155,015	174,015
Operating Supplies & Equipm...	72,842	71,559	151,588
Capital Outlay	15,859	24,400	
Debt Service	404,534	28,984	29,711
Total	**824,465**	**552,444**	**602,675**

FY 2020-2021 SECOND QUARTER: AIRPORT OPERATING FUND REVENUES

Select Revenue or Expense

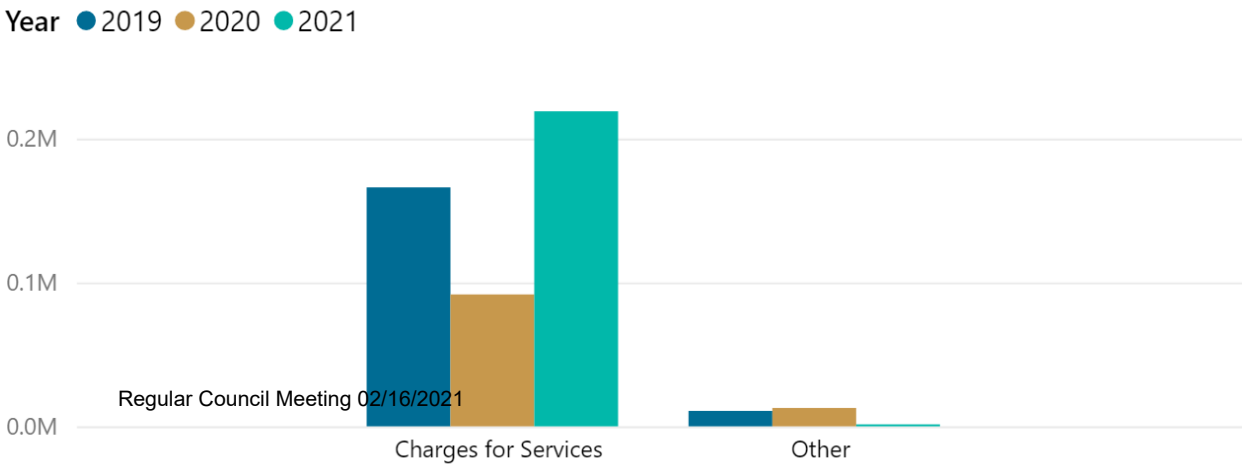
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2021 Budget	Actual	% Budget
Charges for Services	360,336	218,923	61%
Other	224,842	446	0%
Total	**585,178**	**219,369**	**37%**



Airport Fund Relevant Information

Overall, preliminary second quarter revenue collections for the Airport Fund are slightly higher than expected primarily due to strong tie-down revenues related to commercial airplane parking. Charges for Services comprise of the majority of budgeted operating revenue, while Other revenue is primarily comprised of miscellaneous revenues and transfers between funds scheduled to take place at year-end once all fund activity is finalized.



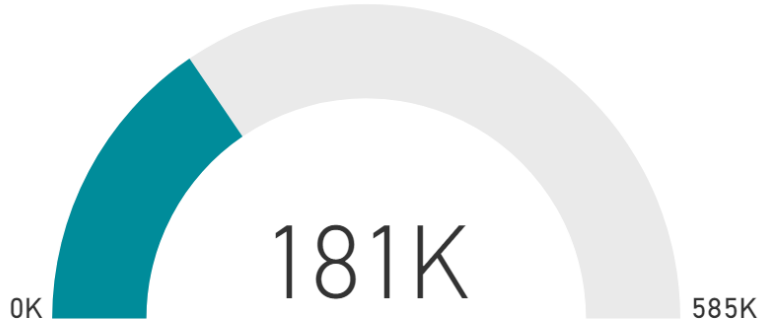
Category	2019	2020	2021
Charges for Services	166,056	91,658	218,923
Other	10,722	12,759	446
Total	**176,778**	**104,417**	**219,369**

FY 2020-2021 SECOND QUARTER: AIRPORT OPERATING FUND EXPENSES

Select Revenue or Expense

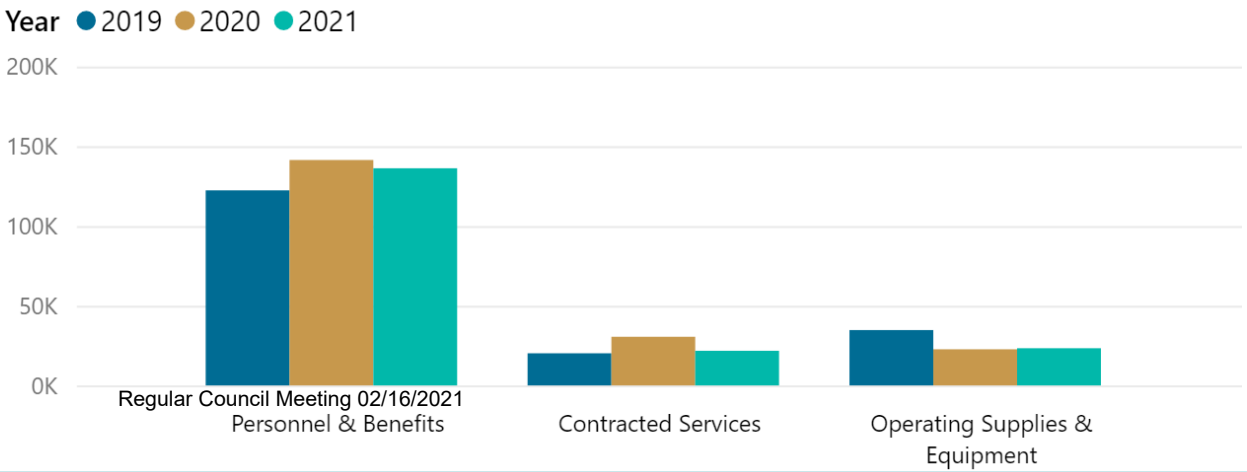
- EXPENSES
- REVENUES

Category	FY 2021 Budget	Actual	% Budget
Personnel & Benefits	290,663	136,205	47%
Contracted Services	108,665	21,718	20%
Operating Supplies & Equipment	60,850	23,314	38%
Other Financing Uses	125,000		
Total	**585,178**	**181,236**	**31%**



Airport Fund Relevant Information

Overall, expenses for the Airport Fund are at or below budgeted levels through the second quarter of FY2021 and consistent with prior year levels. Other Financing Uses is related to restricted budget amounts. Costs related to CIP projects are captured in other funds.



Category	2019	2020	2021
Personnel & Benefits	122,357	141,390	136,205
Contracted Services	20,141	30,504	21,718
Operating Supplies & Equipm...	34,711	22,653	23,314
Total	**177,209**	**194,548**	**181,236**

Council-Regular Meeting **P2**

Meeting Date: 02/16/2021

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: February 16, 2021

Strategic Plan Focus Area:
Not Applicable

Strategic Plan Focus Area Additional Info:
N/A

Subject: Relating to Finance; presentation of the Town's Fiscal Year 20-21 Second Quarter Investment Report; discussion regarding compliance with the Town's Investment Policy; and an update on the current investment environment and impact of the pandemic on the Town's Investment Market (Yiannis Kalaitzidis)

Discussion:

The Town's investment policy, as revised and approved by Council in October 2019, defines the parameters within which funds are to be managed and the methods, procedures and practices used to create the framework for the Town's investment activities to ensure the effective and judicious fiscal and investment management of the Town's funds.

The policy's primary objectives of investment activities are safety, liquidity and yield, with investments managed with prudence and care, in an ethical manner, by the Finance Director under the direction of the Town Manager in accordance with the Town's policy and Arizona Revised Statutes.

The policy also provides for the regular reporting of the Town's investment portfolio and return on a quarterly and annual basis.
Town staff coordinated with the Town's investment adviser, PFM, to present a short, easy to read report, that provides a summary of the Town's investment portfolio, including the portfolio's compliance of the investment program with the Town's policy.

In addition, PFM will present a brief summary of the overall investment landscape over

the last several months and share their outlook for investment opportunities in the foreseeable future.

Staff Recommendation:
Presentation only.

Suggested Motion:
Presentation only.

Attachments

Marana 4Q20 Council Report
Marana Market Update

Town of Marana

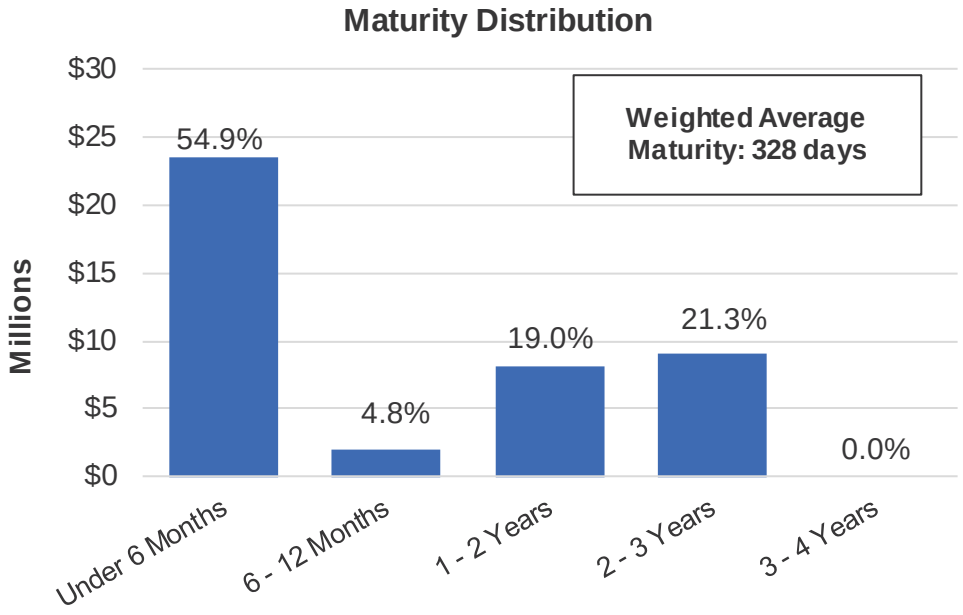
Investment Portfolio Summary
Quarter Ending December 31, 2020

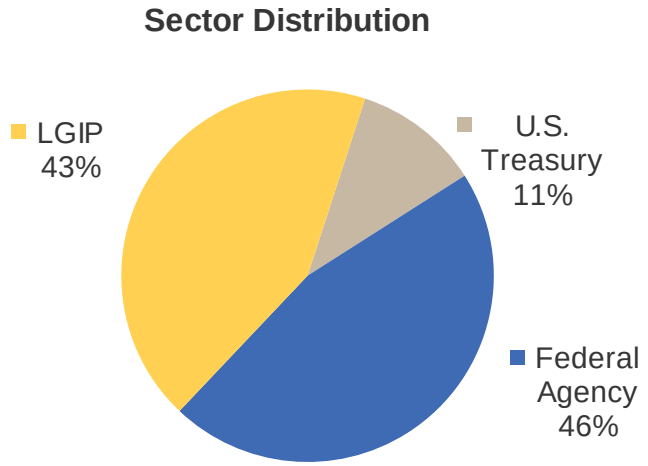
Luke Schneider, CFA, Director
Annette Gaston, Senior Managing Consultant

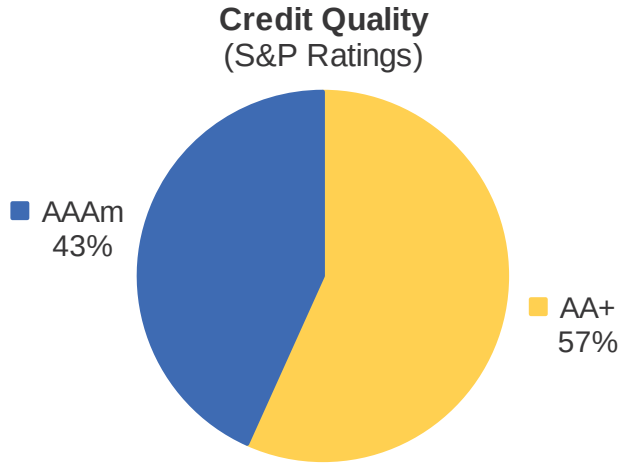
PFM Asset Management LLC
1820 East Ray Road
Chandler, AZ 85225
855-885-9621
pfm.com

Executive Summary[1,2]

Account Summary	Beginning Values of 9/30/20	Ending Values as of 12/31/20
Market Value	$42,068,891	$43,262,962
Book Value	$41,666,300	$42,940,296
Unrealized Gain/(Loss)	$402,592	$322,666
Weighted Average YTM at Market	0.15%	0.13%
Weighted Average YTM at Cost	1.11%	0.91%







1. *Market Value and Book Value include $18,574,866 invested with the State Local Government Investment Pools as of 12/31/2020.*
2. *Weighted average maturity includes LGIP balances and uses book values for weighting. Accrued interest and cash balances are excluded.*

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Security Type and Issuer Compliance[1,2,3]

Security Type	Book Value	% of Portfolio	Permitted by Policy	Compliance
U.S. Treasury	$4,636,821	10.8%	100.0%	✓
Federal Agency	$19,728,609	45.9%	100.0%	✓
AZ LGIP	$18,574,866	43.3%	100.0%	✓
Total Book Value	**$42,940,296**	**100.0%**		

Issuer	Book Value	% of Portfolio	Permitted by Policy	Compliance
FNMA	$9,212,150	21.45%	100%	✓
FHLB	$4,797,250	11.17%	100%	✓
FHLMC	$5,719,209	13.32%	100%	✓
U.S. Treasury	$4,636,821	10.80%	100%	✓
AZ LGIP	$18,574,866	43.3%	100%	✓
Total Book Value	**$42,940,296**	**100.0%**		

Accrual Basis Earnings	10/1/20 through 12/31/20
Estimated Earnings	$100,967.33
Total Estimated Earnings	**$100,967.33**

Maturity	Book Value	% of Portfolio	Permitted by Policy	Compliance
0-6 Months	$23,591,708	54.94%	No Limit	✓
6-12 Months	$2,061,315	4.80%	No Limit	✓
1-2 Years	$8,142,927	18.96%	No Limit	✓
2-3 Years	$9,144,346	21.30%	No Limit	✓
Over 3 Years	$0	0.0%	0%	✓
Total Book Value	**$42,940,296**	**100.0%**		

1. *Investment policy dated February 2020.*
2. *Maturity distribution does not include accrued interest.*
3. *Accrual basis earnings does not include LGIP balances.*

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Economic Update

Current Market Themes

U.S. economic conditions in Q4 were characterized by:

1) a resurgence in global coronavirus cases, causing the reintroduction of lockdown measures;

3) moderating labor market and consumer spending data;

2) expedited vaccine approval initiatives, but challenging logistics surrounding mass inoculation; and

4) a contentious U.S. presidential election .

Congress passed a $900 billion economic relief package including: new household stimulus checks, expanded unemployment benefits, support for small businesses, resources for the vaccine effort; and additional aid to schools.

After a strong V-shaped recovery earlier in the year, both consumer confidence and retail sales fell for the quarter.

In Q4, surging COVID-19 cases caused the labor market recovery to slow, with the unemployment rate ending the year at 6.7%.

Personal income was dragged down as government loan programs ended, and other social programs expired.

Portfolio Strategy

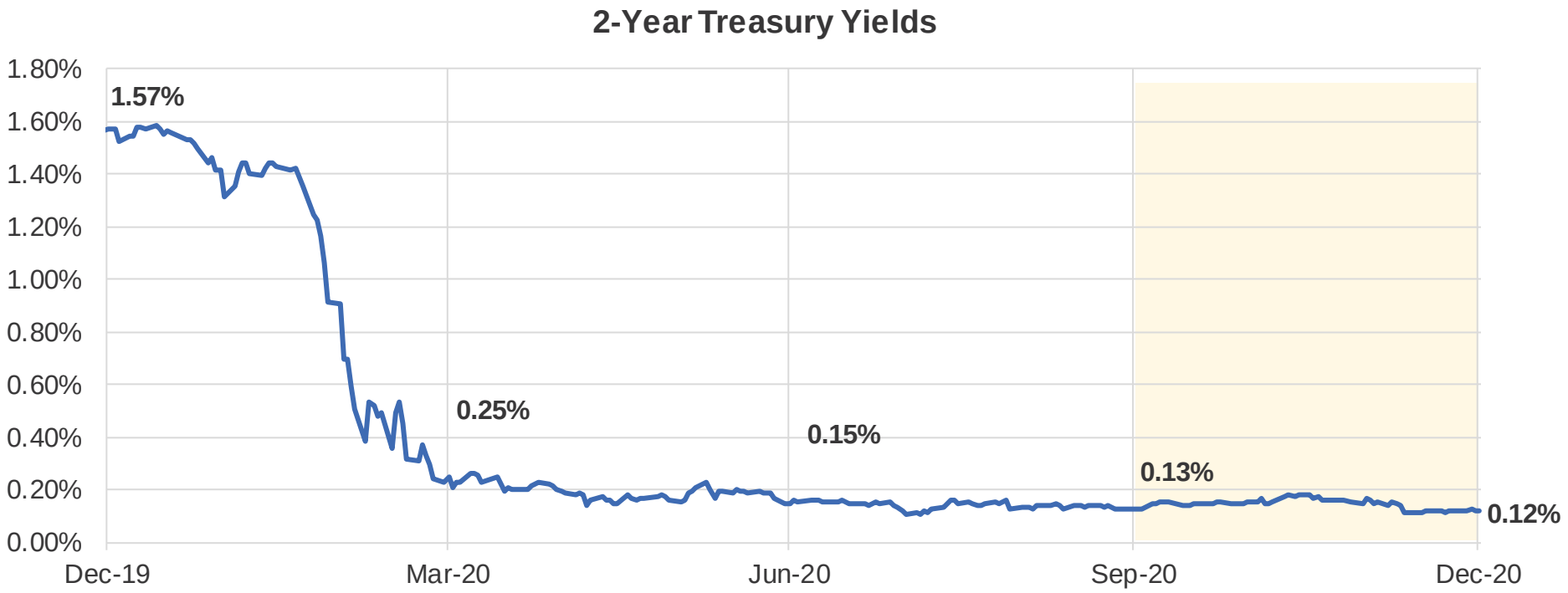
Portfolio Strategy in the Fourth Quarter:

- Carefully considered the various headwinds caused by an uneven and decelerating recovery.
- Yield spreads returned to near pre-pandemic levels in most sectors while new supply waned. As a result, Treasury allocations inched higher.
- Strong demand for agency bonds pushed incremental yield spreads down to single digits.
- Portfolios currently include larger allocations relative to prior years when spreads were consistently tight to similar-duration Treasuries.

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Treasury Yields Remain Near-Zero Rate Territory

- The U.S. Treasury yield curve steepened during the quarter. Short-term rates (on maturities less than five years) were essentially unchanged, anchored by the Fed's zero interest rate policy, while yields on maturities beyond five years increased by 10 to 25 basis points (0.10% to 0.25%). The spread between the yield on 2-year and 10-year Treasuries reached a three-year high of 79 basis points (0.79%). As a result, short- and intermediate-term U.S. Treasury index returns were only slightly positive for the quarter, while longer-duration indices were notably negative.
- The 2-year Treasury decreased modestly by 1 basis points (0.01%) since September 30, 2020, to end the quarter at 0.12%.



Source: Bloomberg, as of 12/31/2020.

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Disclosures

PFM is the marketing name for a group of affiliated companies providing a range of services. Investment advisory services are provided by PFM Asset Management LLC which is registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940. Additional applicable regulatory information is available upon request.

The views expressed within this material constitute the perspective and judgment of PFM Asset Management LLC at the time of distribution and are subject to change. Any forecast, projection, or prediction of the market, the economy, economic trends, and equity or fixed-income markets are based upon current opinion as of the date of issue, and are also subject to change. Opinions and data presented are not necessarily indicative of future events or expected performance. Information contained herein is based on data obtained from recognized statistical services, issuer reports or communications, or other sources believed to be reliable. No representation is made as to its accuracy or completeness. This material is intended for informational purposes only and should not be relied upon to make an investment decision, as it was prepared without regard to any specific objectives or financial circumstances. It should not be construed as an offer to purchase/sell any investment. References to particular issuers are for illustrative purposes only, and are not intended to be recommendations or advice regarding such issuers.

It is not possible to invest directly in an index. The index returns shown throughout this material do not represent the results of actual trading of investor assets. Third-party providers maintain the indices shown and calculate the index levels and performance shown or discussed. Index returns do not reflect payment of any sales charges or fees an investor would pay to purchase the securities they represent. The imposition of these fees and charges would cause investment performance to be lower than the performance shown.

PFM Asset Management LLC has exercised reasonable professional care in the preparation of this performance report. However, information in this report on market indices and security characteristics, as well as information incorporated in the Market Commentary section, is received from sources external to PFM Asset Management LLC.

PFM Asset Management LLC relies on the client's custodian for security holdings and market values. Transaction dates reported by the custodian may differ from money manager statements. While efforts are made to ensure the data contained herein is accurate and complete, we disclaim all responsibility for any errors that may occur.

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Town of Marana

Market Update

For the Quarter Ended December 31, 2020

Presented By:
Luke Schneider, CFA, Director
Annette Gaston, Senior Managing Consultant

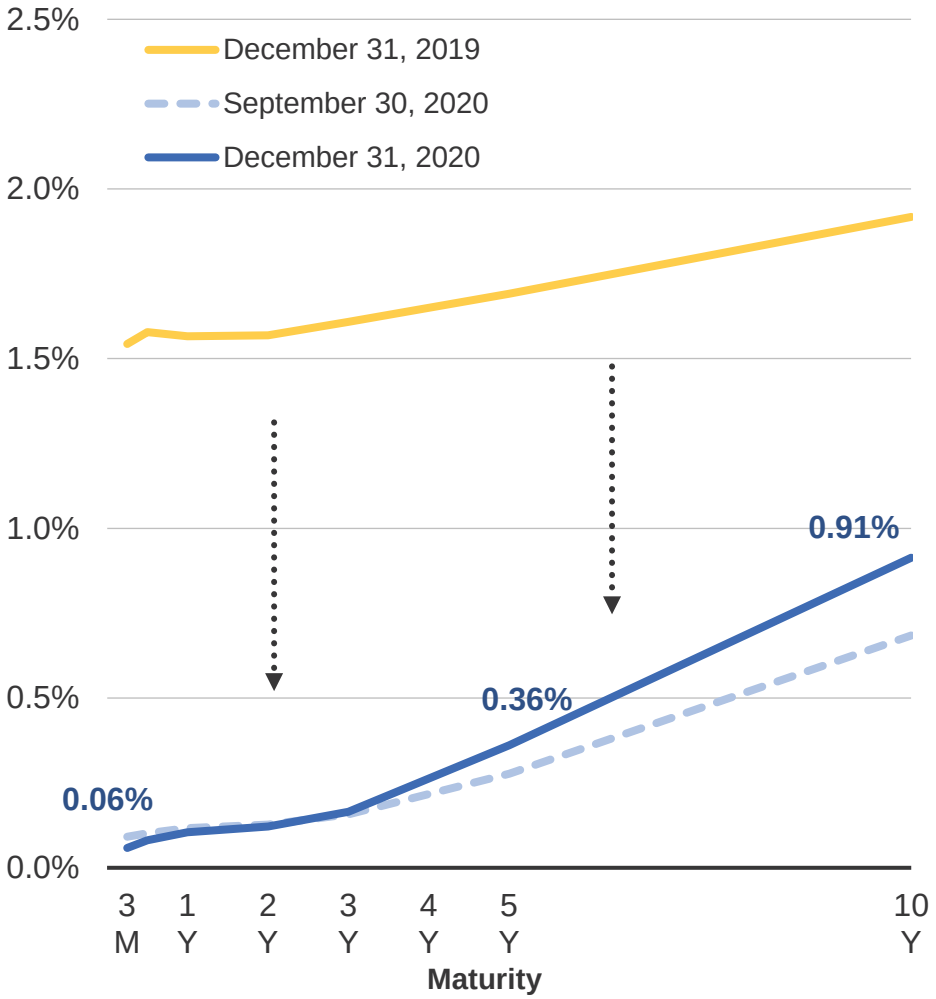
PFM Asset Management LLC

1820 East Ray Road
Chandler, AZ 85225

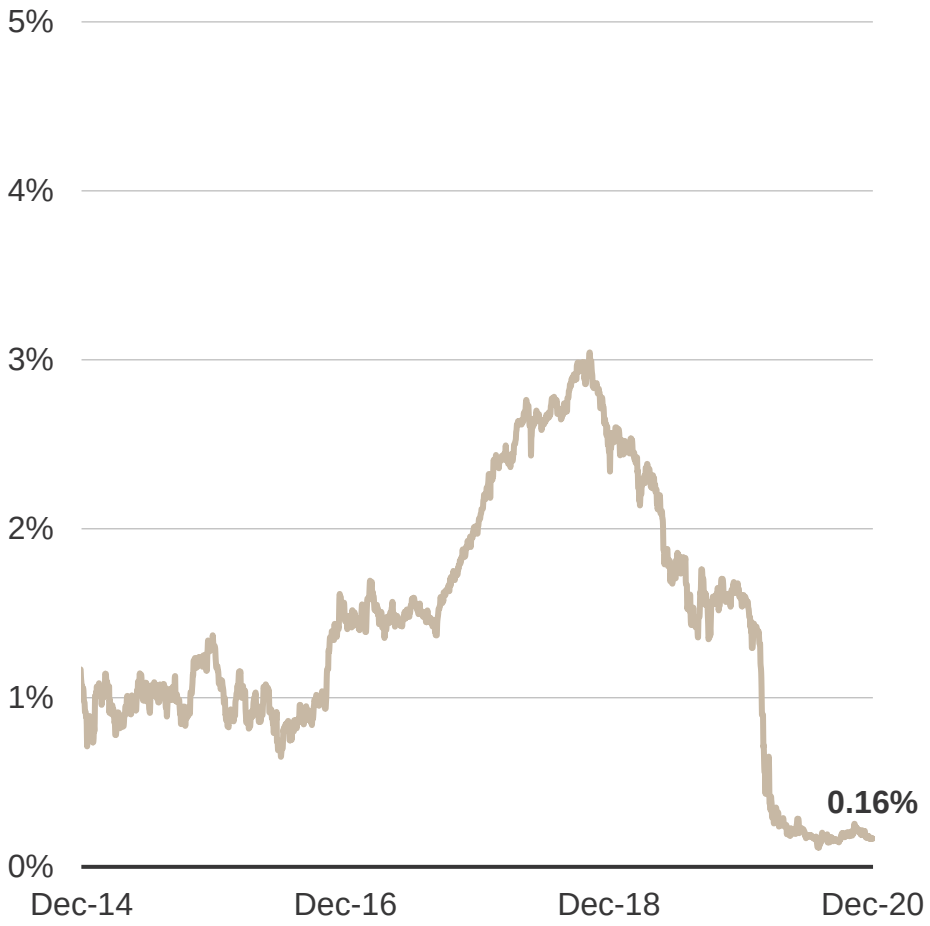
(855) 885-9621
pfm.com

Short Rates Were Steady, but the Yield Curve Steepened in Fourth Quarter

U.S. Treasury Yield Curve



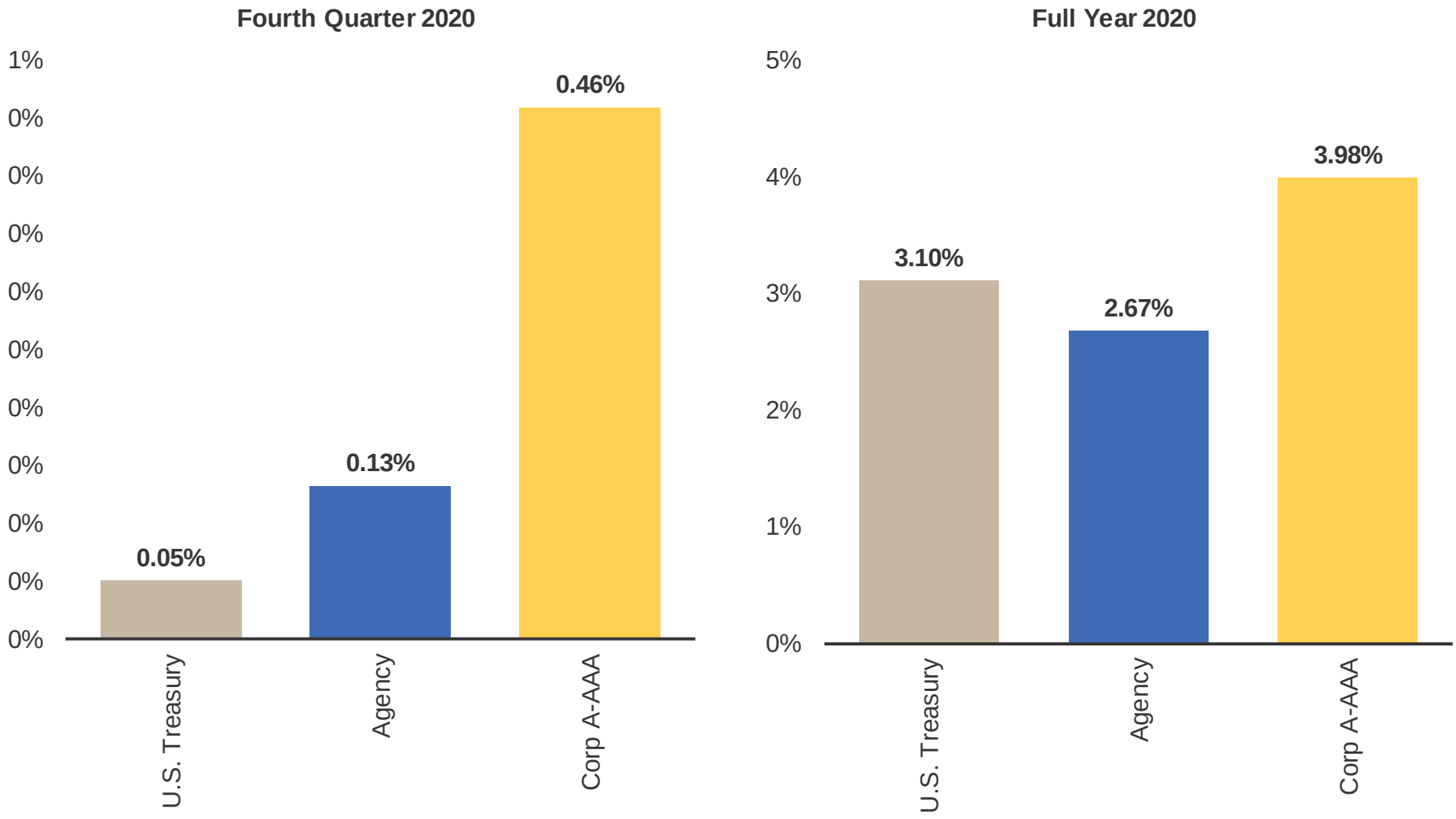
3-Year Treasury Yield



Source: Bloomberg as of 12/31/2020.

Credit Sector Continues Strong Outperformance in the Fourth Quarter

1-3 Year Indices



Source: ICE BofAML Indices. Sector performance as of 12/31/2020. This is not specific to Town of Marana's portfolio performance.

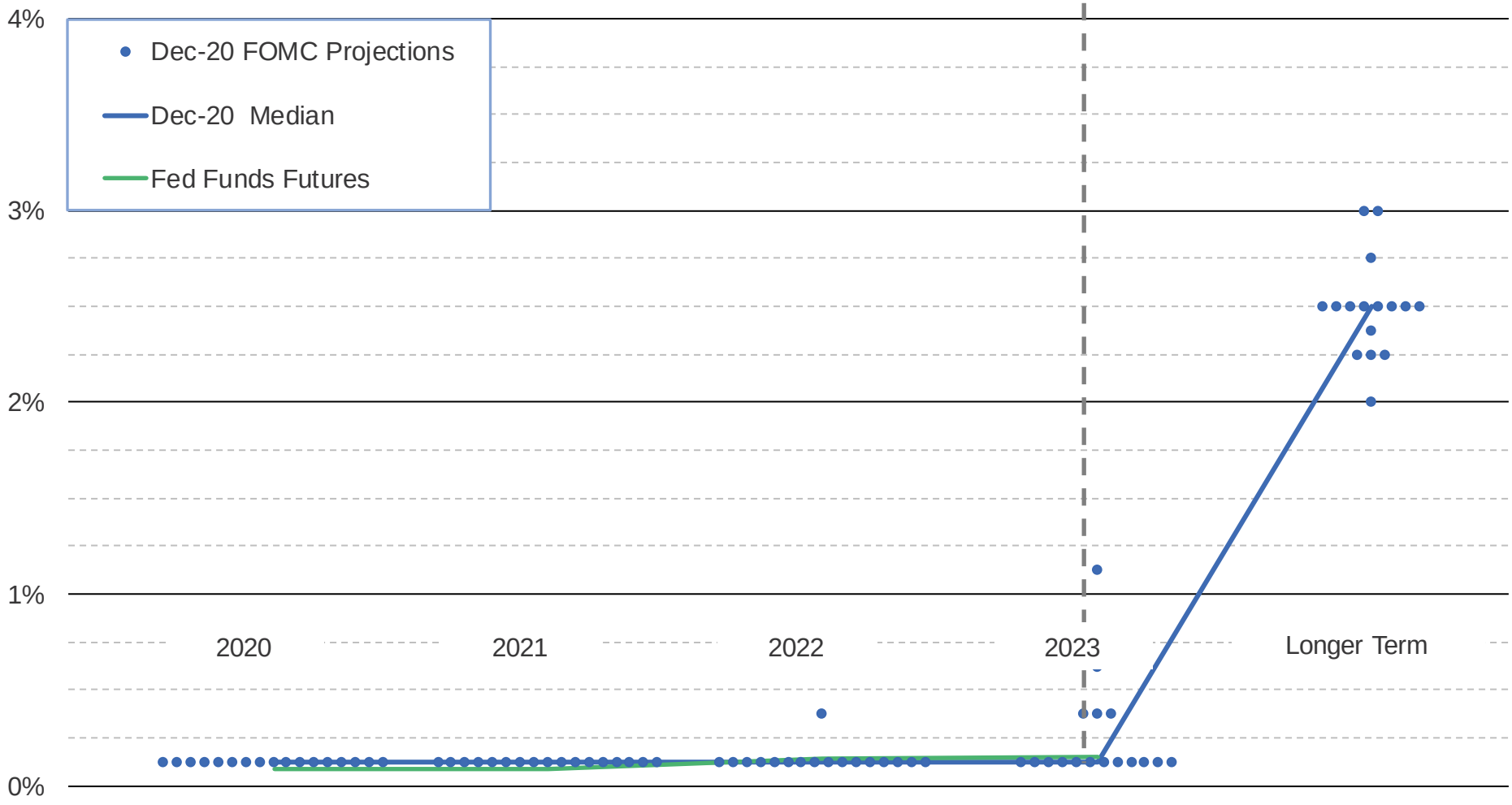
Yield Environment as of December 31, 2020

Maturity	Treasury	Federal Agency	AA Corporate	AZ LGIP Pool 5*	AZ LGIP Pool 7*
3-Month	0.06%	0.05%	0.18%	0.11%	0.05%
1-Year	0.10%	0.10%	0.20%	-	-
2-Year	0.12%	0.12%	0.25%	-	-
3-Year	0.16%	0.22%	0.33%	-	-
5-Year	0.36%	0.47%	0.64%	-	-

Source: Bloomberg BVAL yield curves for Treasury, Agency, and Corporate. 3-month corporate yields from commercial paper; A-1+ for AA and A-1 for A. Yields are for indicative purposes only; actual yields may vary by issue.
Note that PFM Asset Management LLC is not responsible for management of funds invested in external money market funds and LGIPs.
**AZ LGIP Pool 5 & Pool & 7 Yields. Source: Office of the Arizona State Treasurer as of December 31, 2020. The yields for Pools 5 and 7 are included in the 3-month range because they can be accessed within one day.*

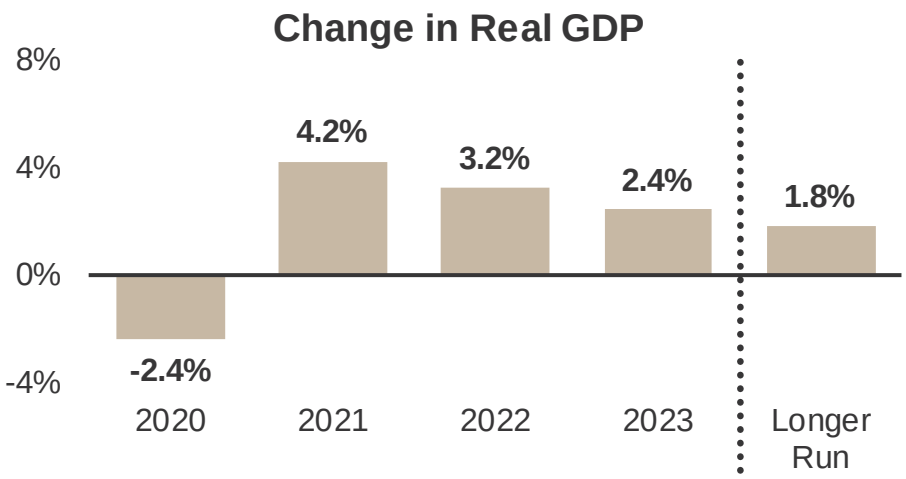
FOMC Interest Rate Projections – December 2020

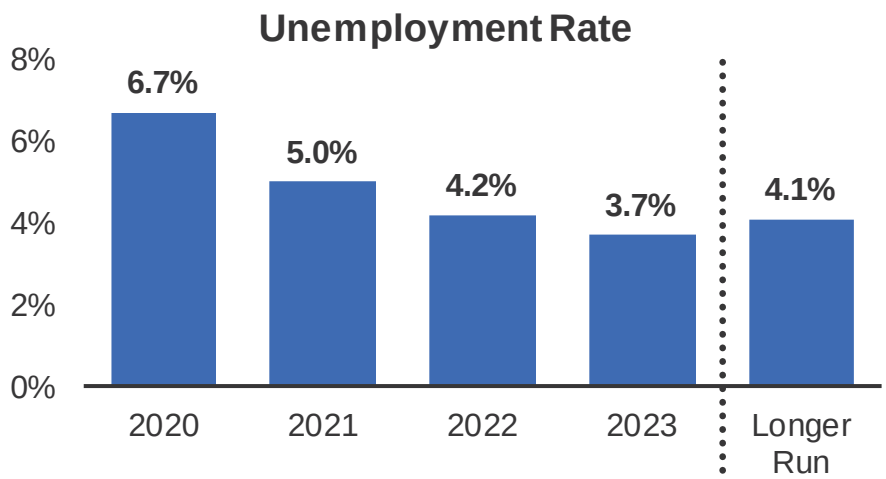
Fed Participants' Assessments of "Appropriate" Monetary Policy

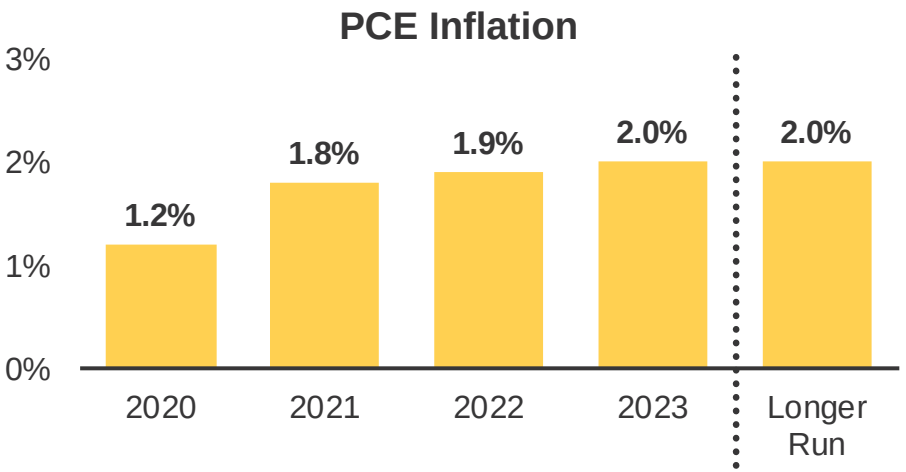


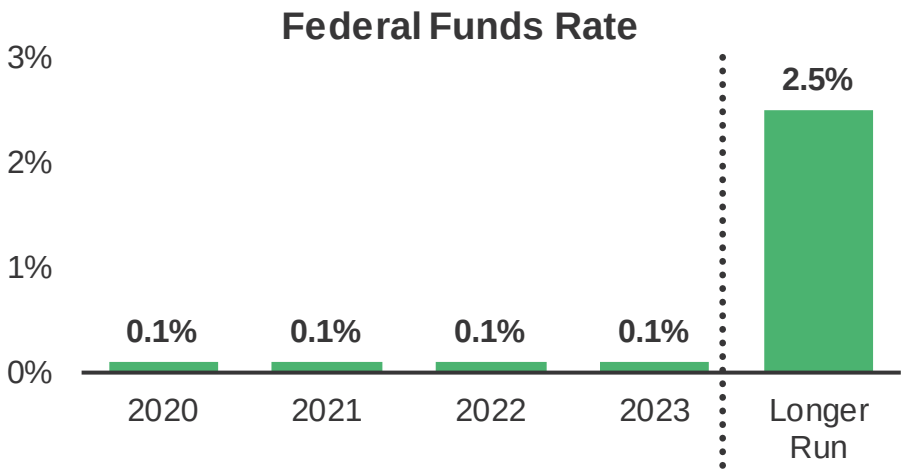
Source: Federal Reserve and Bloomberg. Individual dots represent each Fed members' judgement of the midpoint of the appropriate target range for the federal funds rate at each year-end. Fed funds futures as of 12/16/20.

Fed's Updated December Projections









Source: Federal Reserve, economic projections as of December 2020.

Disclosures

This material is based on information obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management LLC cannot guarantee its accuracy, completeness, or suitability. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation. All statements as to what will or may happen under certain circumstances are based on assumptions, some but not all of which are noted in the presentation. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Past performance does not necessarily reflect and is not a guaranty of future results. The information contained in this presentation is not an offer to purchase or sell any securities.

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Council-Regular Meeting **C1**

Meeting Date: 02/16/2021

To: Mayor and Council

From: Justin Currie, Planner

Date: February 16, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-016: Relating to Development; approving a Preliminary Plat for Gladden Farms Blocks 31 & 33 Lots 1-235, Common Areas A-1 - A-11 (Landscape, Utilities, Drainage and Grading), B-1 - B-5 (Recreation, Landscape, Utilities, Drainage and Grading) located south of the intersection of Moore Road and Mike Etter Boulevard (Justin Currie)

Discussion:

Request
Rick Engineering, on behalf of Crown West Realty LLC, is requesting the approval of a preliminary plat consisting of 235 residential lots and common areas "A" and "B" on approximately 57.16 acres within the Gladden Farms II development.

Location
The subdivision will be located within Block 31 and 33 of the amended Gladden Farms Blocks 28, 31-34, 37, 38, 42 and 43 Final Block Plat (Sequence #20181100137) located south of the intersection of Moore Road and Mike Etter Boulevard

Zoning
The zoning for Block 31 & 33 is F (Specific Plan - Gladden Farms II) with a land use designation of Single Family Detached-6 (SFD-6). The SFD-6 land use permits small-lot, single-family detached homes with a minimum lot size of 6,000 square feet. The proposed plat average lot size is 6,430 square feet. The proposed plat minimum lot size is 6,000 square feet and the proposed maximum lot size is 9,995 square feet (Lot 26).

Transportation
The main entry is proposed to be off Mike Etter Blvd., south of Moore Rd., at the

western boundary of the subdivision. Another entry is proposed off of Mike Etter Blvd. along the southern boundary of the subdivision. The typical internal street section is a 42 foot wide public right-of-way.

Park Requirements
Per the Gladden Farms II Specific Plan, 185 square feet of on-site recreation area per single-family detached residence is required. The proposed subdivision is required to have a minimum of 43,475 square feet of recreation area. The active recreation area is planned for Common Area "B-1" and totals approximately 142,219 square feet.

Neighborhood Design Plan
The Gladden Farms II Specific Plan, adopted by Town Council per Ordinance 2006.03 on March 7, 2006, will serve as the neighborhood design plan for the development of blocks 26 through 43 within the Gladden Farms II Specific Plan area.

Planning Commission
This preliminary plat was presented to the Planning Commission on January 27, 2021, and received a unanimous recommendation for approval 4-0 (Commissioners Fehrmann and Miller were absent).

Staff Recommendation:

Staff has reviewed the request against the requirements of the Gladden Farms II Specific Plan, 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. 2021-016 approving a preliminary plat for Gladden Farms Blocks 31 & 33 Lots 1-235, Common Areas A-1 - A-11 (Landscape, Utilities, Drainage and Grading), B-1 - B-5 (Recreation, Landscape, Utilities, Drainage and Grading) located south of the intersection of Moore Road and Mike Etter Boulevard.

Attachments

Resolution No. 2021-016
PRV2009-003 GF 31/33 PP
Location Map
Landscape Concept Plan
Application

MARANA RESOLUTION NO. 2021-016

RELATING TO DEVELOPMENT; APPROVING A PRELIMINARY PLAT FOR GLADDEN FARMS BLOCKS 31 & 33 LOTS 1-235, COMMON AREAS A-1 – A-11 (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING), B-1 – B-5 (RECREATION, LANDSCAPE, UTILITIES, DRAINAGE AND GRADING) LOCATED SOUTH OF THE INTERSECTION OF MOORE ROAD AND MIKE ETTER BOULEVARD.

WHEREAS, on March 7, 2006, the Mayor and Town Council adopted Ordinance No. 2006.03, approving a rezoning to create the Gladden Farms II Specific Plan; and

WHEREAS, on December 19, 2006, the Mayor and Town Council adopted Ordinance No. 2006.35, approving the first amendment to the Gladden Farms II Specific Plan; and

WHEREAS, on March 6, 2018, the Mayor and Town Council adopted Ordinance No. 2018.006, approving the second amendment to the Gladden Farms II Specific Plan; and

WHEREAS, on April 17, 2018, the Mayor and Town Council adopted Resolution No. 2018-036, approving the amended final block plat for Gladden Farms Blocks 28, 31-34, 37, 38, 42 and 43; and

WHEREAS, Rick Engineering, on behalf of Crown West Realty, LLC, has applied for approval of a preliminary plat for a 235-lot single-family residential home subdivision within Block 31 & 33 of the amended final block plat for Gladden Farms Blocks 28, 31-34, 37, 38, 42 and 43 located south of the intersection of Moore Road and Mike Etter Blvd.; and

WHEREAS, the Marana Town Council, at the regularly scheduled meeting on February 16, 2021, determined that the preliminary plat for Gladden Farms Blocks 31 & 33 should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the preliminary plat for Gladden Farms Blocks 31 & 33 Lots 1-235, Common Areas A-1 – A-11, B-1 – B-5 is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of February, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

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)

GENERAL NOTES

1. THE GROSS AREA OF THIS DEVELOPMENT IS 57.16 ACRES; 2,489,889 SF.

2. THE EXISTING ZONING IS F (SPECIFIC PLAN - GLADDEN FARMS II) PER ORDINANCENO. 2006.03. THE LAND USE DESIGNATION IS SINGLE FAMILY DETACHED-6 (SFD-6 ZONE).

3. THIS SUBDIVISION IS SUBJECT TO THE REQUIREMENTS OF THE GLADDEN FARMS II SPECIFIC PLAN ADOPTED BY MARANA ORDINANCE NO. 2006.03 ON MARCH 7, 2006, AS AMENDED BY THE FIRST AMENDMENT ADOPTED BY MARANA BY ORDINANCE NO. 2006.35 ON DECEMBER 19, 2006 AND THE SECOND AMENDMENT ADOPTED BY MARANA ORDINANCE NO. 2018.006 ON MARCH 6, 2018.

   THIS DEVELOPMENT IS SUBJECT TO THE CONDITIONS AND AGREEMENTS OF THE GLADDEN FARMS II DEVELOPMENT AGREEMENT ADOPTED BY MARANA RESOLUTION 2006-38, THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT ADOPTED BY MARANA RESOLUTION 2006-218, THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT ADOPTED BY MARANA RESOLUTION 2018-074, THE THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT ADOPTED BY MARANA RESOLUTION 2018-100, AND THE FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT ADOPTED BY MARANA RESOLUTION 2019-122.

4. THE TOTAL NUMBER OF RESIDENTIAL LOTS IS 235. DENSITY IS 4.11 RAC.

5. PER THE SFR-6 LAND USE DESIGNATION OF THE GLADDEN FARMS II SPECIFIC PLAN, THE MINIMUM LOT SIZE IS 6,000 SF, THE AVERAGE LOT SIZE IS 6,430 SF AND THE MAXIMUM LOT SIZE IS 9,995 SF FOR SMALL LOT SINGLE-FAMILY DETACHED. THE MINIMUM LOT SIZE IN THIS SUBDIVISION IS 6,000 SF.

6. MINIMUM SITE SETBACKS;

   FRONT: 10 FEET.
   -MAY BE REDUCED TO 5 FEET WITH SIDE-LOADED GARAGE•
   -FRONT PORCH: 5 FEET•
   -FRONT-LOADED GARAGE: 20 FEET
   -SIDE-LOADED GARAGE: 5 FEET•
   •MAY NOT ENCROACH INTO THE PUBLIC UTILITY EASEMENT, IF REQUIRED
   SIDE: 0 FEET.
   -MUST PROVIDE A 3-FOOT ACCESS EASEMENT ON ADJACENT LOT Z-LOT LINES.
   -STREET: 10 FEET
   -ACCESSORY STRUCTURES: 5 FEET
   REAR: 5 FEET
   -MAY BE REDUCED TO 5 FEET IF FRONT LOADED GARAGE IS RECESSED 10 FEET OR MORE FROM THE FONT LIVING AREA.
   -MAY BE REDUCED TO 5 FEET WITH REAR-LOADED GARAGE.
   -PATIO STRUCTURES: 5 FEET IF OPEN ON 3 SIDES
   -ACCESSORY STRUCTURES: 5 FEET

7. MAXIMUM BUILDING HEIGHT ALLOWED IS 30 FEET.

8. MAXIMUM LOT COVERAGE IS 55%.

9. PARKING SPACES REQUIRED: 2 OFF-SITE SPACES PER UNIT WITHIN A FULLY ENCLOSED GARAGE = 470 SPACES.
   PARKING SPACES PROVIDED: 2 PER GARAGE & 2 PER DRIVEWAY = 940 SPACES.

10. APPROXIMATE AREA OF PARKS, DRAINAGEWAYS, NATURAL OPEN SPACES AND OTHER PROPOSED NON-RESIDENTIAL:

    COMMON AREA "A" (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING) IS 1.54 AC OR 66,946 SF SF
    COMMON AREA "B" (RECREATION, LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)IS 11.76 AC OR 512,3427 SF

11. THE DESIGN SPEED FOR THESE STREETS IS 25 MPH. THE DESIGN VEHICLE IS WB-40.

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

13. ALL SIGNAGE TO BE APPROVED UNDER SEPARATE PERMIT.

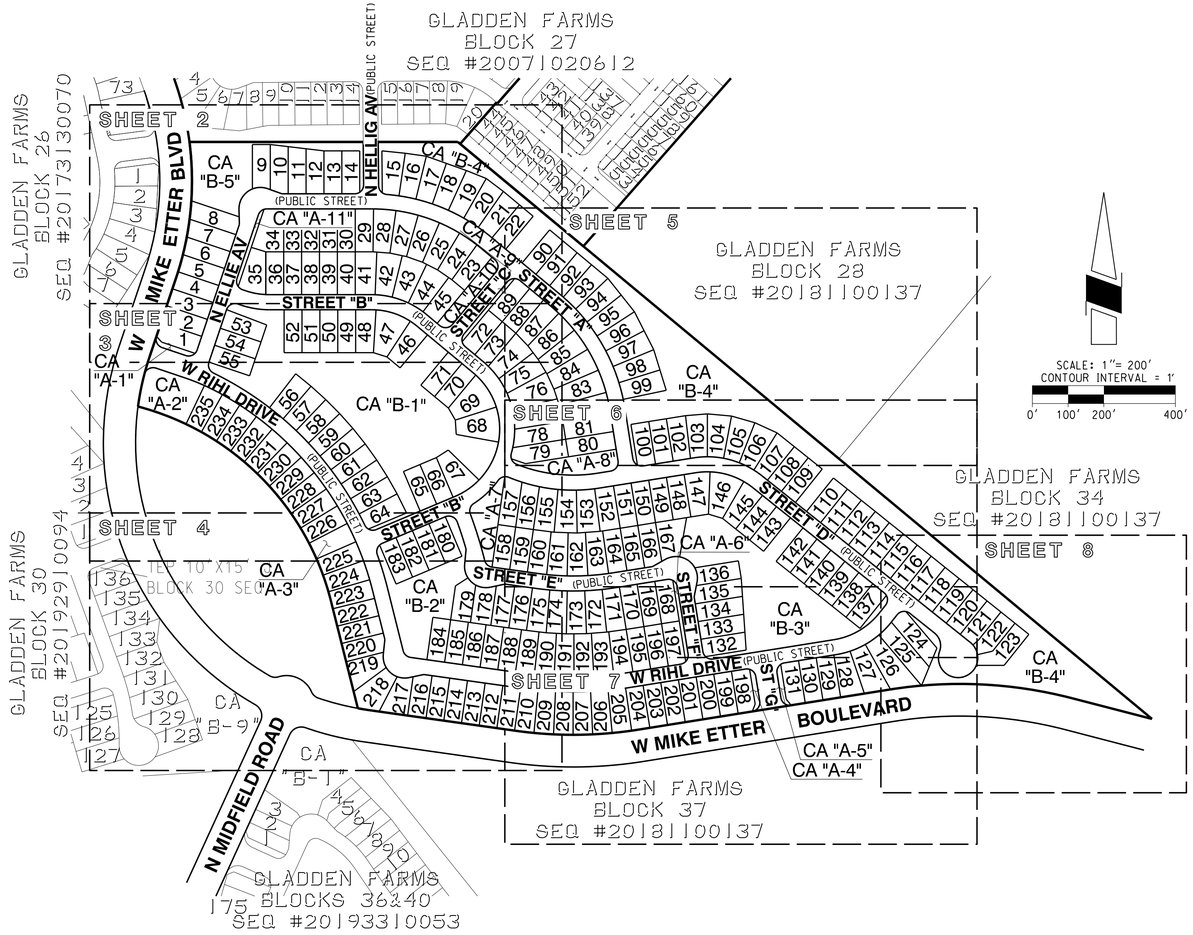
14. THE DEVELOPER WILL COVENANT TO HOLD TOWN OF MARANA, ITS SUCCESSORS AND ASSIGNS, HARMLESS IN THE EVENT OF FLOODING.

15. DRAINAGE WILL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL.

16. THE GLADDEN FARMS COMMUNITY ASSOCIATION WILL BE RESPONSIBLE FOR MAINTENANCE, CONTROL, SAFETY AND LIABILITY OF PRIVATE DRAINAGEWAYS, DRAINAGE EASEMENTS, AND COMMON AREAS.

17. TOTAL MILES OF NEW PUBLIC STREETS IS: 1.77 MILES

18. 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" AND 72" ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.



GENERAL NOTES -CONTINUED

19. INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THE HOMEOWNER'S ASSOCIATION SHALL REVIEW AND APPROVE ALL INSTALLATIONS WITHIN THE RIGHTS-OF-WAY PRIOR TO AND UPON COMPLETION, AS THESE ITEMS WILL BE REGULATED UNDER THE LICENSE AGREEMENT EXECUTED BETWEEN THE HOMEOWNER'S ASSOCIATION AND THE TOWN OF MARANA.

20. 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.

21. ALL EXTERIOR LIGHTING SHALL BE PER THE CURRENTLY ADOPTED TOWN OF MARANA OUTDOOR LIGHTING CODE.

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

23. THIS PROJECT LIES WITHIN THE PLANNED WASTEWATER SERVICE AREA OF THE TOWN OF MARANA WATER DEPARTMENT.

24. PRIOR TO RECEIVING A GRADING PERMIT, A STORM WATER POLLUTION PLAN (SWPPP) AND FEE WILL NEED TO BE SUBMITTED TO THE TOWN FOR REVIEW OF BOTH PARCELS.

25. IF EASEMENTS WILL BE DEDICATED TO THE TOWN, A PHASE I ENVIRONMENTAL SITE ASSESSMENT MUST BE SUBMITTED, DATED NO MORE THAN 180 DAYS PRIOR TO THE DEDICATION DATE.

26. IF ANY HUMAN REMAINS OR 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.

27. CONTRACTOR SHALL CALL IN AN ARIZONA 811 REQUEST AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITY OR HEAVY EQUIPMENT TRAVEL WITHIN 25' OF THE EL PASO NATURAL GAS PIPELINE, AND ARRANGE FOR AN EPNG STANDBY.

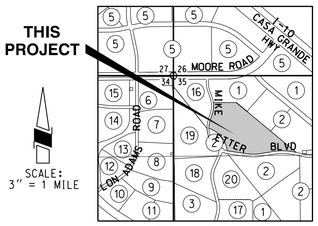
28. AN AGREEMENT FOR THE CONSTRUCTION OF FACILITIES UNDER PRIVATE CONTRACT MUST BE OBTAINED BEFORE ANY WATER UTILTIES ARE INSTALLED WITHIN THIS SUBDIVISION.

FOR MISCELLANEOUS NOTES SEE SHEET 5

ADMINISTRATIVE ADDRESS

10552 WEST MIKE ETTER BOULEVARD

1. SEQ #20071020612
2. SEQ #20181100137
3. SEQ #20121740308
4. SEQ #20071071340
5. SEQ #20051340763
6. SEQ #20040110791
7. SEQ #20032160454
8. SEQ #20052030148
9. SEQ #20051970423
10. SEQ #20061300698
11. SEQ #20072170310
12. SEQ #20060970432
13. SEQ #20051750608
14. SEQ #20032160452
15. SEQ #20040700645
16. SEQ #20173130070
17. SEQ #20190530029
18. SEQ #20182500081
19. SEQ #20192910094
20. SEQ #20193310053



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

OWNER/DEVELOPER

FIDELITY NATIONAL TITLE TRUST 60423
ATTN: CROWN WEST REALTY LLC
3808 N SULLIVAN RD. BLDG N15-202
SPOKANE VALLEY, WA 99216-1615
(520) 888-3962
CONTACT: DEAN WINGERT

SHEET INDEX

1 COVER SHEET
2-8 PRELIMINARY PLAT SHEETS

LEGEND

ITEM	SYMBOL
CENTERLINE	
SECTION LINE	
EXIST BCSM	
SUBDIVISION BOUNDARY	
PROPERTY LINE	
EXIST ROW LINE	
EASEMENT BOUNDARY	
EXIST CONTOUR LINE	2750
EXIST SPOT ELEVATION	X 2751.1
LANDSCAPE BUFFERYARD LIMITS	
DRIVEWAY ORIENTATION	
EXIST PAVEMENT EDGE	
EXIST SEWER LINE W/MH	S
EXIST WATERLINE W/VALVE	W
EXIST UNDERGROUND LINE	E
EXIST GAS LINE	G
PROPOSED STORM DRAIN W/MH	
PROPOSED SEWER W/MH	
PROPOSED SEWER MANHOLE DATA — RIM ELEVATION	RIM 50.2
PROPOSED SEWER MANHOLE DATA — INVERT ELEVATION	IE 43.2 (1)
PROPOSED SEWER MAIN, LENGTH AND SLOPE	100' @ 1.00%
FLOW ARROW	
APPROX FINISH SURFACE	FS 00.0
EXIST GRADE	(0.00)
APPROX FINISH GRADE	FG 00.0
PROPOSED SLOPE	
CURB ACCESS RAMPS	
SIGHT VISIBILITY TRIANGLE	
RIP-RAP	
DRYWELL	

Registered Professional Engineer (Civil) CERTIFICATE NO. 28674 BRUCE PATON Date Signed 12-17-20 ARIZONA U.S.A.

PRELIMINARY PLAT FOR
GLADDEN FARMS
BLOCK 31 & 33

LOTS 1-235 & COMMON AREA "A-1"-"A-11" & "B-1"-"B-5"

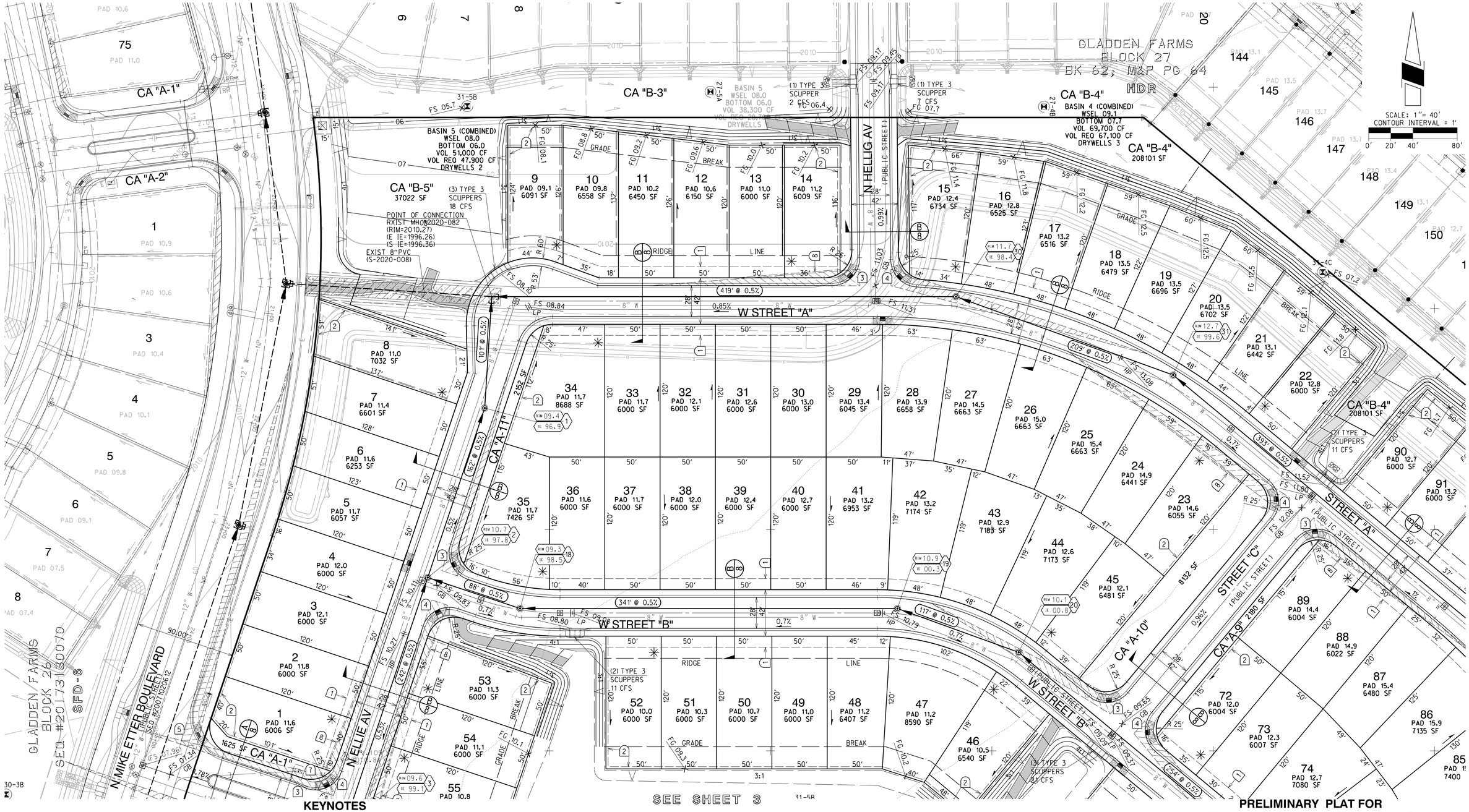
COMMON AREA "A-1 THRU "A-11" (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)
COMMON AREA "B-1" THRU "B-5" (RECREATION LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)

BEING A RESUBDIVISION OF BLOCKS 31 AND 33 OF GLADDEN FARMS 28,31-34, 37, 38 42 AND 43, SEQ#20181100137, SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

PCZ1708-002 PRV1710-002 PRV2009-003
OCTOBER 222, 2020 SHEET 1 OF 8

RICK ENGINEERING COMPANY
Tucson
3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520-795-1000
J-5048
rickengineering.com
San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver

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KEYNOTES

1. 10' PUBLIC UTILITY EASEMENT GRANTED TO PUBLIC UTILITY COMPANIES AND TOWN OF MARANA BY FINAL PLAT
2. 1' PUBLIC NO ACCESS EASEMENT GRANTED BY FINAL PLAT
3. 15'x190' SIGHT VISIBILITY TRIANGLE (FAR SIDE)
4. 15'x240' SIGHT VISIBILITY TRIANGLE (NEAR SIDE)
5. 15'x370' SIGHT VISIBILITY TRIANGLE (FAR SIDE)
6. 15'x480' SIGHT VISIBILITY TRIANGLE (NEAR SIDE)
7. ELECTRIC EASEMENT GRANTED TO TEP BY FINAL PLAT
8. SIGHT VISIBILITY EASEMENT GRANTED BY FINAL PLAT

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Registered Professional Engineer
CERTIFICATE NO.
28674
BRUCE
EATON
Date Signed
12-17-2020
ARIZONA U.S.A.

PRELIMINARY PLAT FOR

GLADDEN FARMS

BLOCK 31 & 33

LOTS 1-235 & COMMON AREA "A-1"-"A-11" & "B-1"-"B-5"

COMMON AREA "A-1 THRU "A-11½ (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)
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BEING A RESUBDIVISION OF BLOCKS 31 AND 33 OF GLADDEN FARMS 28.31-34, 37, 38 42 AND 43, SEQ#20181100137, SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

PCZ1708-002 PRV1710-002

PRV2009-003
SHEET 2 OF 8



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TUCSON, AZ 85712
520-795-1000
J-5048
rickengineering.com
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PRELIMINARY PLAT FOR
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BLOCK 31 & 33

LOTS 1-235 & COMMON AREA "A-1"-"A-11" & "B-1"-"B-5"

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COMMON AREA "B-1" THRU "B-5" (RECREATION LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)


BEING A RESUBDIVISION OF BLOCKS 31 AND 33 OF GLADDEN FARMS 28,31-34, 37, 38 42 AND 43, SEQ#20181100137, SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

PCZ1708-002 PRV1710-002 **PRV2009-003**

SHEET 3 OF 8

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SEE SHEET 3



KEYNOTES

1. 10' PUBLIC UTILITY EASEMENT GRANTED TO PUBLIC UTILITY COMPANIES AND TOWN OF MARANA BY FINAL PLAT
2. 1' PUBLIC NO ACCESS EASEMENT GRANTED BY FINAL PLAT
3. 15'x190' SIGHT VISIBILITY TRIANGLE (FAR SIDE)
4. 15'x240' SIGHT VISIBILITY TRIANGLE (NEAR SIDE)
5. 15'x370' SIGHT VISIBILITY TRIANGLE (FAR SIDE)
6. 15'x480' SIGHT VISIBILITY TRIANGLE (NEAR SIDE)
7. ELECTRIC EASEMENT GRANTED TO TEP BY FINAL PLAT
8. SIGHT VISIBILITY EASEMENT GRANTED BY FINAL PLAT

RICK ENGINEERING COMPANY
Tucson
3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520-795-1000
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J-5048

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Registered Professional Engineer (Civil) Certificate No. 28674 BRUCE PATON Date Signed 12-17-2020 ARIZONA U.S.A.

PRELIMINARY PLAT FOR

GLADDEN FARMS

BLOCK 31 & 33

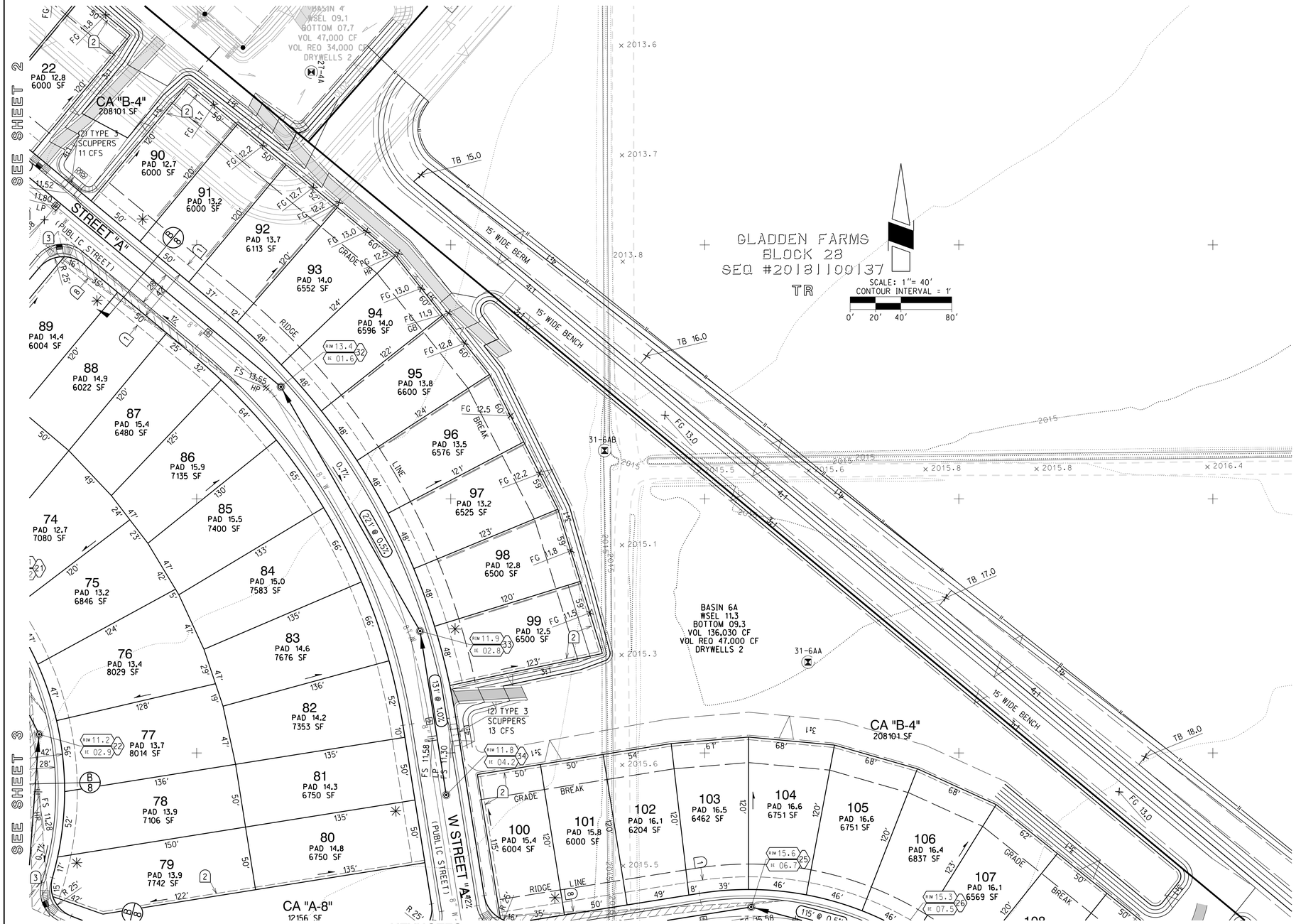
LOTS 1-235 & COMMON AREA "A-1"-"A-11" & "B-1"-"B-5"

COMMON AREA "A-1 THRU "A-11": (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)
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PCZ1708-002 PRV1710-002 PRV2009-003
SHEET 4 OF 8

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MISCELLANEOUS NOTES

1. ALL ROADS AND DRAINAGE IMPROVEMENTS WITHIN OR ADJACENT TO THIS SUBDIVISION SHALL BE CONSTRUCTED ACCORDING TO PLANS AS REVIEWED AND APPROVED BY THE TOWN OF MARANA.

2. 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 OF COMPLIANCE WITH ANY DEED RESTRICTIONS OR EASEMENTS.

3. THIS PROJECT IS SUBJECT TO ALL APPLICABLE TRANSPORTATION, WATER RESOURCE, WATER INFRASTUCTURE, WASTEWATER INFRASTRUCTURE AND PARK IMPACT FEES, DUE UPON BUILDING PERMIT ISSUANCE FOR EACH LOT.

4. NO FURTHER LOT SPLITTING OR SUBDIVIDING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.

5. ALL RIP RAP AND EROSION PROTECTION ROCK SHALL BE CORONADO BROWN IN COLOR.

6. POTENTIAL BUYERS ARE ADVISED THAT THIS PROJECT FALLS IN THE AIRPORT INFLUENCE AREA AS DELINEATED IN THE NORTHWEST MARANA AREA PLAN AND IS SUBJECT TO FREQUENT OVERFLIGHT BY GENERAL AVIATION AIRCRAFT. AN AVIATION EASEMENT WAS RECORDED WITH THE BLOCK PLAT AT DOCKET 13063, PAGE 4202.

7. PER SECTION 6.6 OF THE GLADDEN FARMS II DEVELOPMENT AGREEMENT, THE DEVELOPER SHALL PAY FOR BANK PROTECTION AS SET FORTH HEREINAFTER. THEREFORE, THIS RESIDENTIAL SUBDIVISION PLAT SHALL BE REQUIRED TO PAY THEIR TOTAL OBLIGATION, OF $18,625.88, PRIOR TO RELEASE OF ASSURANCES. WITHIN BLOCKS THAT ARE NOT SUBDIVIDED AND A DEVELOPMENT PLAN IS THE ONLY PROCESS, THE OBLIGATION FOR THOSE BLOCKS SHALL BE PAID PRIOR TO DEVELOPMENT PLAN APPROVAL.

8. PER SECTION 6.5 OF THE GLADDEN FARMS II DEVELOPMENT AGREEMENT, A VOLUNTARY SCHOOL IMPROVEMENT IN-LIEU FEE OF $1,200 PER LOT SHALL BE PAID TO THE MARANA UNIFIED SCHOOL DISTRICT UPON THE ISSUANCE OF BUILDING PERMITS FOR EACH INDIVIDUAL RESIDENTIAL UNIT WITHIN THIS BLOCK.

9. THIS PLAT FALLS UNDER THE REQUIREMENTS OF THE GLADDEN FARMS II SPECIFIC PLAN. IF AN ISSUE, CONDITION OR SITUATION ARISES FROM THIS PLAN THAT IS NOT COVERED OR PROVIDED FOR IN THE SPECIFIC PLAN, THOSE REGULATIONS IN THE TOWN OF MARANA LAND DEVELOPMENT CODE THAT ARE APPLICABLE FOR THE MOST SIMILAR ISSUE, CONDITION OR SITUATION SHALL BE USED BY THE PLANNING DIRECTOR AS THE GUIDELINES TO RESOLVE THE UNCLEAR ISSUE, MATTER OR SITUATION.

10. PER THE GLADDEN FARMS II SPECIFIC PLAN SECTION III.L OPEN SPACE, RECREATION, PARKS AND TRAILS CONCEPT AND SECTION IV.C.4.E DEVELOPMENT STANDARDS - SINGLE-FAMILY DETACHED OF THE SFD-6 LAND USE DESIGNATION, THE MINIMUM AREA (IN SQUARE FEET) FOR PRIVATE, COMMON ON-SITE RECREATION AREAS SHALL BE 185 SF PER SINGLE FAMILY RESIDENCE. THIS PROJECT with 235 LOTS SHALL REQUIRE 43,475 SF OF DEVELOPED RECREATIONAL AREA. 142,219 SF IS PROVIDED IN COMMON AREA "B-1".

11. FIRE HYDRANTS AT 500 FOOT MAXIMUM INTERVALS SHALL BE INSTALLED WITHIN PUBLIC STREETS. THE FIRE FLOW REQUIREMENT IS 1,500 GALLONS/MINUTE APPROVED BY NORTHWEST FIRE DISTRICT. ALL HYDRANTS MUST BE INSTALLED AND OPERATIONAL PRIOR TO BEGINNING COMBUSTIBLE CONSTRUCTION MATERIALS ON SITE.

12. ANY BUILDING OVER 3,600 SQUARE FEET UNDER ONE ROOF MUST BE EVALUATED BY THE NORTHWEST FIRE DISTRICT FOR ADDITIONAL FIRE PROTECTION MEASURES. ANY BUILDING HAVING LIMITED ACCESS IN EXCESS OF 150 FEET, OR 12% ACCESS GRADE, OR LOW CLEARANCE, MUST BE EVALUATED BY THE NORTHWEST FIRE DISTRICT FOR ADDITIONAL FIRE PROTECTION MEASURES. ALL HYDRANTS SHALL BE INSTALLED AND TESTED AND ACCESSIBLE VIA AN ALL WEATHER ACCESS ROAD PRIOR TO ANY COMBUSTIBLE CONSTRUCTION.

13. THIS PROPOSED SUBDIVISION IS LOCATED IN THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) 500-YR FLOODPLAIN, WHICH DOES NOT REGULATE THE DEVELOPMENT OF THIS PROJECT. THE SUBDIVISION IS WITHIN DFIRM MAP 1040 OF 4750 AND HAS A FEMA FLOODPLAIN DESIGNATION OF SHADED ZONE X.

14. THE SUBDIVIDING LAND OWNERS DESIGNATED ON THIS PLAT AND THEIR SUCCESSORS IN INTEREST RETAIN AN INTEREST IN THE REAL PROPERTY IN OR UPON WHICH WHAT WOULD BE "PUBLIC INFRASTRUCTURE" (AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, AS AMENDED) MAY BE CONSTRUCTED AS DESCRIBED ON THE FINAL SUBDIVISION PLAT. PURSUANT TO THE DISTRICT DEVELOPMENT, FINANCING, PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT (GLADDEN FARMS (PHASE II) COMMUNITY FACILITIES DISTRICT) DATED JANUARY 1, 2008 (AS AMENDED, THE GFCFD#2 DA"), IF THE PUBLIC INFRASTRUCTURE IS CONSTRUCTED PURSUANT TO THE GFCFD#2 DA, THE INTEREST AND THE PUBLIC INFRASTRUCTURE MAY BE ACQUIRED BY THE GLADDEN FARMS (PHASE II) COMMUNITY FACULTY DISTRICT (GFCFD#2) PURSUANT TO THE GFCFD#2 DA.

15. CONTRACTOR TO COORDINATE WITH OWNER TO DETERMINE EXACT LIMITS AND TIMING OF REMOVALS OF EXISTING FARM ACCESS AND IRRIGATION CANALS.

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Tucson
3945 EAST FORT LOWELL ROAD - SUITE 111
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Registered Professional Engineer (Civil) CERTIFICATE NO. 28674 BRUCE PATON 12-17-20 Date Signed ARIZONA U.S.A.

PRELIMINARY PLAT FOR
GLADDEN FARMS
BLOCK 31 & 33

LOTS 1-235 & COMMON AREA "A-1"-"A-11" & "B-1"-"B-5"

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PCZ1708-002 PRV1710-002 PRV2009-003

SHEET 5 OF 8

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SEE SHEET 7

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PCZ1708-002 PRV1710-002 **PRV2009-003**

SHEET 6 OF 8

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SEE SHEET 6

SEE SHEET 4

SEE SHEET 8

CA "B-3"
85896 SF

BASIN 8
WSEL 13.5
BOTTOM 10.5
VOL 215,500 CF
VOL REQ 103,200 CF
DRYWELLS 3

(1) TYPE 3 SCUPPERS 6 CFS

CA "A-6" 2178 SF

CA "A-4" 1625 SF

CA "A-5" 1625 SF

N STREET "F" (PUBLIC STREET)

N STREET "G" (PUBLIC STREET)

W STREET "D" (PUBLIC STREET)

W RIHL DR

MIKE ETTER BOULEVARD (PUBLIC STREET) SEQ #20181100137

MIKE ETTER BOULEVARD (PUBLIC STREET) SEQ #20181100137

GLADDEN FARMS
BLOCK 37
SEQ #20181100137
HDR

GLADDEN FARMS
BLOCK 37
SEQ #20181100137
HDR

SCALE: 1"= 40'
CONTOUR INTERVAL = 1'
0' 20' 40' 80'

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PRELIMINARY PLAT FOR
GLADDEN FARMS
BLOCK 31 & 33

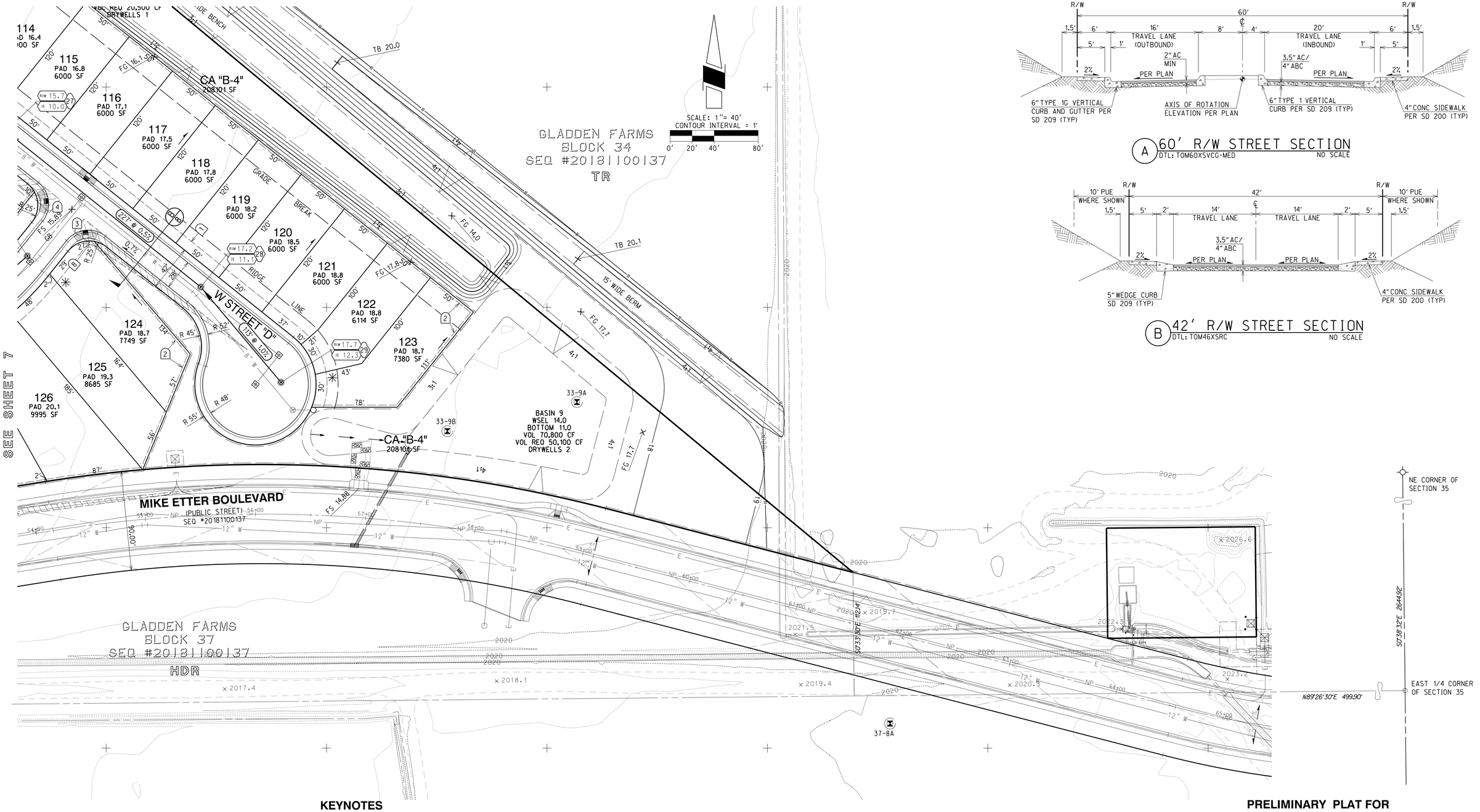
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PCZ1708-002 PRV1710-002 PRV2009-003
SHEET 7 OF 8

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SCALE: 1"= 40'
CONTOUR INTERVAL = 1'
0' 20' 40' 80'
GLADDEN FARMS
BLOCK 34
SEQ #20181100137
TR
GLADDEN FARMS
BLOCK 37
SEQ #20181100137
HDR
CA "B-4"
208101 SF
CA "B-4"
208101 SF
W STREET "D"
MIKE ETTER BOULEVARD
(PUBLIC STREET)
SEQ #20181100137
114
115 PAD 16.8 6000 SF
116 PAD 17.1 6000 SF
117 PAD 17.5 6000 SF
118 PAD 17.8 6000 SF
119 PAD 18.2 6000 SF
120 PAD 18.5 6000 SF
121 PAD 18.8 6000 SF
122 PAD 18.8 6114 SF
123 PAD 18.7 7380 SF
124 PAD 18.7 7749 SF
125 PAD 19.3 8685 SF
126 PAD 20.1 9995 SF
BASIN 9
WSEL 14.0
BOTTOM 11.0
VOL 70,800 CF
VOL REQ 50,100 CF
DRYWELLS 2
TB 20.0
TB 20.1
FG 14.0
FG 17.8
FG 17.7
FG 16.1
15' WIDE BERM
GRADE BREAK
RIDGE LINE
SEE SHEET 7
NE CORNER OF SECTION 35
EAST 1/4 CORNER OF SECTION 35
S0°38'32"E 2644.92'
N89°26'30"E 499.90'
S0°33'30"E 1324.4'

A 60' R/W STREET SECTION
DTL: TOM60XSVCG-MED NO SCALE

B 42' R/W STREET SECTION
DTL: TOM46XSRC NO SCALE

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SHEET 8 OF 8

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Town of Marana Planning PRV2009-003 Gladden Farms Blk 31/33 Lots 1-235 Preliminary Plat





Legend

Marana Town Limits

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

GLADDEN FARMS II
Block 31-33 Landscape Concept

0' 80' 160' 240'

BLOCK 26

BLOCK 27

ENTRY COLUMNS, TREE & SHRUB PLANTING, DECORATIVE ROCK

MULTI-USE PATHWAY, TYPICAL

ENTRY MONUMENT WALL

ENTRY TREE & SHRUB PLANTING, DECORATIVE PAVING, DECORATIVE ROCK

PHASE 1
PHASE 2

TURF

MULTI-USE PATHWAY, TYPICAL

PARK ENTRY SIGN

RAMADA, PICNIC TABLES, BIKE LOOPS

TURF

TREE & SHRUB PLANTING, DECORATIVE ROCK, TYPICAL

MULTI-USE PATHWAY, TYPICAL

DOG PARK

OPEN SPACE / PARK

DOG PARK II

PHASE 2

PHASE 1

MULTI-USE PATHWAY, TYPICAL

RAMADA, PICNIC TABLES, BIKE LOOPS

TREE & SHRUB PLANTING, DECORATIVE ROCK, TYPICAL

MULTI-USE PATHWAY

TURF

ENTRY TREE & SHRUB PLANTING, DECORATIVE PAVING, DECORATIVE ROCK

TURF

PHASE 1
PHASE 2

M I K E E T T E R B L V D.

BLOCK 30

BLOCK 36

BLOCK 37

EL PASO NATURAL GAS EASEMENT

ENTRY MONUMENT WALLS

AUGUST 2020

The WLB Group Inc. WLB
TUCSON - PHOENIX - LAS VEGAS - FLAGSTAFF
520.881.7480 - tucson@wlbgroup.com

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: Gladden Farms Block 31-33	
Description of Project: Detached Single Family	Number of Lots: 235
Parcel No.(s): 217-54-3370, 217-54-3390	Gross Area (Acres): 57.7
Project Address:	
Ref. Project No.:	

CONTACT INFORMATION

Owner: Fid Nat Title TR 60423 Attn: Crown West	Contact Name: Dean Wingert		
Address: 333 East Wetmore Road Suite 250	City: Tucson	State: AZ	Zip: 85705
Email: dwingert@crownwest.com	Phone No.: (520) 888-3962		
Applicant: Rick Engineering Company, Inc.	Contact Name: Chuck Martin		
Address: 3945 E. Ft. Lowell Rd. #111	City: Tucson	State: AZ	Zip: 85732
Email: cmartin@rickengineering.com	Phone No.: (520) 795-1000		
Consultant/Engineer: Rick Engineering Company, In	Contact Name: Bruce Paton		
Address: 3945 E. Ft. Lowell Rd. #111	City: Tucson	State: AZ	Zip: 85732
Email: bpaton@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	9/10/20
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY **Project No.**_____ **Date Received**_____

Revision Date 03/29/2019

Council-Regular Meeting **C2**

Meeting Date: 02/16/2021

To: Mayor and Council

From: Justin Currie, Planner

Date: February 16, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-017: Relating to Development; approving a Preliminary Plat for Gladden Farms Block 37 Lots 1-275, Common Areas A-1 - A-14 (Landscape, Utilities, Drainage and Grading), B-1 - B-7 (Recreation, Landscape, Utilities, Drainage and Grading) located east of the intersection of Midfield Road and Mike Etter Boulevard (Justin Currie)

Discussion:

Request
Rick Engineering, on behalf of Crown West Realty LLC, is requesting the approval of a preliminary plat consisting of 275 residential lots and common areas "A" and "B" on approximately 52.3 acres within the Gladden Farms II development.

Location
The subdivision will be located within Block 37 of the amended Gladden Farms Blocks 28, 31-34, 37, 38, 42 and 43 Final Block Plat (Sequence #20181100137) located east of the intersection of Midfield Road and Mike Etter Boulevard

Zoning
The zoning for Block 37 is F (Specific Plan - Gladden Farms II) with a land use designation of High Density Residential (HDR). The HDR land use permits small-lot, single-family detached homes with a minimum lot size of 3,500 square feet. The proposed plat average lot size is 4,800 square feet. The proposed plat minimum lot size is 4,767 square feet and the proposed maximum lot size is 7,083 square feet.

Transportation
The main entry is proposed to be off Mike Etter Blvd., south of Moore Rd., at the

northern boundary of the subdivision. Another entry is proposed off of Birchfield Dr. along the southern boundary of the subdivision. The typical internal street section is a 42 foot wide public right-of-way.

Park Requirements
Per the Gladden Farms II Specific Plan, 185 square feet of on-site recreation area per single-family detached residence is required. The proposed subdivision is required to have a minimum of 50,875 square feet of recreation area. The active recreation areas are planned for Common Areas "B-1", "B-3", and a portion of "B-7 totaling approximately 59,072 square feet.

Neighborhood Design Plan
The Gladden Farms II Specific Plan, adopted by Town Council per Ordinance 2006.03 on March 7, 2006, will serve as the neighborhood design plan for the development of blocks 26 through 43 within the Gladden Farms II Specific Plan area.

Planning Commission
This preliminary plat was presented to the Planning Commission on January 27, 2021, and received a unanimous recommendation for approval 4-0 (Commissioners Fehrmann and Miller were absent).

Staff Recommendation:
Staff has reviewed the request against the requirements of the Gladden Farms II Specific Plan, 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. 2021-017 approving a preliminary plat for Gladden Farms Block 37 Lots 1-275, Common Areas A-1 - A-14 (Landscape, Utilities, Drainage and Grading), B-1 - B-7 (Recreation, Landscape, Utilities, Drainage and Grading) located east of the intersection of Midfield Road and Mike Etter Boulevard.

Attachments

Resolution No. 2021-017
PRV2010-002 Gladden Farms 37 PP
Location Map
Landscape Concept Plan
Application

MARANA RESOLUTION NO. 2021-017

RELATING TO DEVELOPMENT; APPROVING A PRELIMINARY PLAT FOR GLADDEN FARMS BLOCK 37 LOTS 1-275, COMMON AREAS A-1 – A-14 (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING), B-1 – B-7 (RECREATION, LANDSCAPE, UTILITIES, DRAINAGE AND GRADING) LOCATED EAST OF THE INTERSECTION OF MIDFIELD ROAD AND MIKE ETTER BOULEVARD.

WHEREAS, on March 7, 2006, the Mayor and Town Council adopted Ordinance No. 2006.03, approving a rezoning to create the Gladden Farms II Specific Plan; and

WHEREAS, on December 19, 2006, the Mayor and Town Council adopted Ordinance No. 2006.35, approving the first amendment to the Gladden Farms II Specific Plan; and

WHEREAS, on May 16, 2007, the Mayor and Town Council adopted Resolution No. 2007-75, approving the final block plat for Gladden Farms Blocks 26 – 43, recorded in the Pima County Recorder's Office at Book 62, Page 64; and

WHEREAS, on April 17, 2018, the Mayor and Town Council adopted Resolution No. 2018-036, approving the amended final block plat for Gladden Farms Blocks 28, 31-34, 37, 38, 42 and 43, recorded in the Pima County Recorder's Office at Sequence #20181100137; and

WHEREAS Rick Engineering, on behalf of Crown West Realty, LLC, has applied for approval of a preliminary plat for a 275-lot single-family residential home subdivision within Block 37 of the amended final block plat for Gladden Farms Blocks 28, 31-34, 37, 38, 42 and 43 located south of the intersection of Moore Road and Mike Etter Blvd.; and

WHEREAS the Marana Town Council, at the regularly scheduled meeting on February 16, 2021, determined that the preliminary plat for Gladden Farms Block 37 should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the preliminary plat for Gladden Farms Block 37 Lots 1-275, Common Areas A-1 – A-14, B-1 – B-7 is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of February, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

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)

GENERAL NOTES

1. THE GROSS AREA OF THIS DEVELOPMENT IS 52.295 ACRES; 2,277,971 SF.

2. THE EXISTING ZONING IS F (SPECIFIC PLAN - GLADDEN FARMS II) PER ORDINANCE NO. 2006.03. THE LAND USE DESIGNATION IS HIGH DENSITY RESIDENTIAL (HDR ZONE).

3. THIS SUBDIVISION IS SUBJECT TO THE REQUIREMENTS OF THE GLADDEN FARMS II SPECIFIC PLAN ADOPTED BY MARANA ORDINANCE NO. 2006.03 ON MARCH 7, 2006, AS AMENDED BY THE FIRST AMENDMENT ADOPTED BY MARANA BY ORDINANCE NO. 2006.35 ON DECEMBER 19, 2006 AND THE SECOND AMENDMENT ADOPTED BY MARANA ORDINANCE NO. 2018.006 ON MARCH 6, 2018.

   THIS DEVELOPMENT IS SUBJECT TO THE CONDITIONS AND AGREEMENTS OF THE GLADDEN FARMS II DEVELOPMENT AGREEMENT ADOPTED BY MARANA RESOLUTION 2006-38, THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT ADOPTED BY MARANA RESOLUTION 2006-218, THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT ADOPTED BY MARANA RESOLUTION 2018-074, THE THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT ADOPTED BY MARANA RESOLUTION 2018-100, AND THE FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT ADOPTED BY MARANA RESOLUTION 2019-122.

4. THE TOTAL NUMBER OF RESIDENTIAL LOTS IS 275. DENSITY IS 5.26 RAC.

5. PER THE HDR LAND USE DESIGNATION OF THE GLADDEN FARMS II SPECIFIC PLAN, THE MINIMUM LOT SIZE IS 3,500 SF, THE AVERAGE LOT SIZE IS 4800 SF AND THE MAXIMUM LOT SIZE IS 7083 SF FOR SMALL LOT SINGLE-FAMILY DETACHED. THE MINIMUM LOT SIZE IN THIS SUBDIVISION IS 4767 SF.

6. MINIMUM SITE SETBACKS;

   FRONT: 10 FEET.
   - -MAY BE REDUCED TO 5 FEET WITH SIDE-LOADED GARAGE•
   - -FRONT PORCH: 5 FEET•
   - -FRONT-LOADED GARAGE: 20 FEET
   - -SIDE-LOADED GARAGE: 5 FEET•
   - •MAY NOT ENCROACH INTO THE PUBLIC UTILITY EASEMENT, IF REQUIRED

   SIDE: 0 FEET.
   - -MUST PROVIDE A 3-FOOT ACCESS EASEMENT ON ADJACENT LOT Z-LOT LINES.
   - -STREET: 10 FEET
   - -ACCESSORY STRUCTURES: 5 FEET

   REAR: 10 FEET
   - -PATIO STRUCTURES: 5 FEET IF OPEN ON 3 SIDES
   - -MAY BE REDUCED TO 5 FEET WITH REAR-LOADED GARAGE.

7. MAXIMUM BUILDING HEIGHT ALLOWED IS 30 FEET.

8. MAXIMUM LOT COVERAGE IS 55%.

9. PARKING SPACES REQUIRED: 2 OFF-SITE SPACES PER UNIT X 275 WITHIN A FULLY ENCLOSED GARAGE = 550 SPACES.
   PARKING SPACES PROVIDED: 2 PER GARAGE & 2 PER DRIVEWAY X 275 = 1100 SPACES.

10. APPROXIMATE AREA OF PUBLIC STREETS, PARKS, DRAINAGEWAYS, NATURAL OPEN SPACES AND OTHER PROPOSED NON-RESIDENTIAL:

    PUBLIC STREETS IS 9.78 AC OR 425,482 SF
    COMMON AREA "A" (LANDSCAPE, UTILITIES, GRADING AND DRAINAGE) IS 1.71 AC OR 74,622 SF
    COMMON AREA "B" (RECREATION, LANDSCAPE, UTILITIES, GRADING AND DRAINAGE)IS 11.7 AC OR 509,433 SF

11. THE DESIGN SPEED FOR THESE STREETS IS 25 MPH. THE DESIGN VEHICLE IS WB-40.

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

13. ALL SIGNAGE TO BE APPROVED UNDER SEPARATE PERMIT.

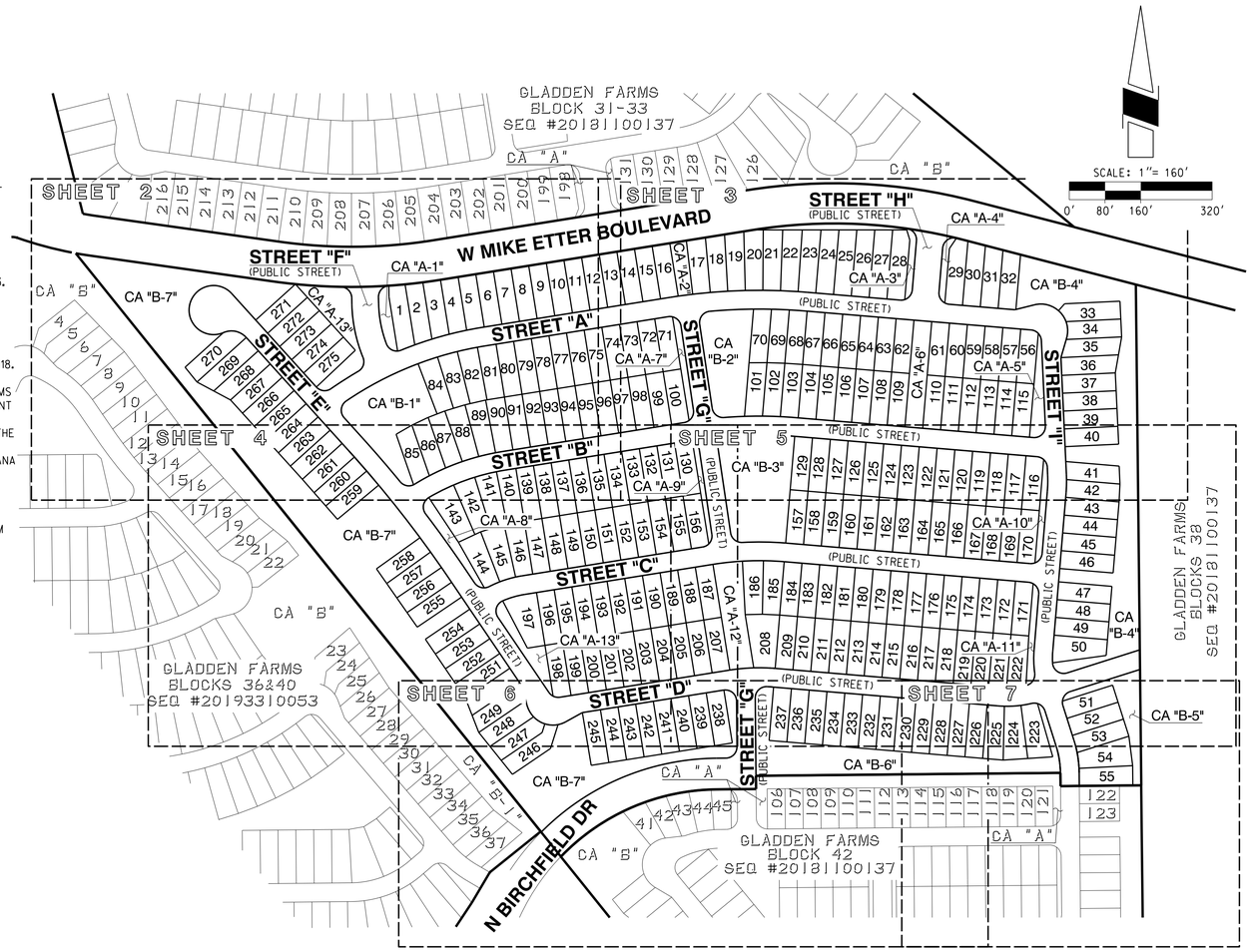
14. THE DEVELOPER WILL COVENANT TO HOLD TOWN OF MARANA, ITS SUCCESSORS AND ASSIGNS, HARMLESS IN THE EVENT OF FLOODING.

15. DRAINAGE WILL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL.

16. THE GLADDEN FARMS COMMUNITY ASSOCIATION WILL BE RESPONSIBLE FOR MAINTENANCE, CONTROL, SAFETY AND LIABILITY OF PRIVATE DRAINAGEWAYS, DRAINAGE EASEMENTS, AND COMMON AREAS.

17. TOTAL MILES OF NEW PUBLIC STREETS IS: 1.60 MILES

18. 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" AND 72" ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.

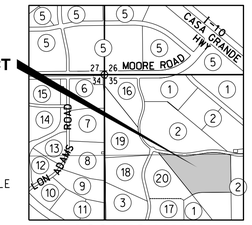


SCALE: 1"= 160'
0' 80' 160' 320'

1. SEQ #20071020612
2. SEQ #20181100137
3. SEQ #20121740308
4. SEQ #20071071340
5. SEQ #20201810353
6. SEQ #20040110791
7. SEQ #20032160454
8. SEQ #20052030148
9. SEQ #20051970423
10. SEQ #20061300698
11. SEQ #20072170310
12. SEQ #20060970432
13. SEQ #20051750608
14. SEQ #20032160452
15. SEQ #20040700645
16. SEQ #20173130070
17. SEQ #20190530029
18. SEQ #20182500081
19. SEQ #20192910094
20. SEQ #20193310053

THIS PROJECT

SCALE: 3" = 1 MILE



LOCATION MAP
PORTION OF SECTION 35, T 11 S, R 11 E
G & SRM TOWN OF MARANA
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

SHEET INDEX

1 COVER SHEET
2-7 PRELIMINARY PLAT SHEETS

LEGEND

ITEM	SYMBOL
CENTERLINE	
SECTION LINE	
EXIST BCSM	
SUBDIVISION BOUNDARY	
PROPERTY LINE	
EXIST ROW LINE	
EASEMENT BOUNDARY	
EXIST CONTOUR LINE	2758
EXIST SPOT ELEVATION	X 2751.1
LANDSCAPE BUFFERYARD LIMITS	
DRIVEWAY ORIENTATION	
EXIST PAVEMENT EDGE	
EXIST SEWER LINE W/MH	S
EXIST WATERLINE W/VALVE	W
EXIST UNDERGROUND LINE	E
EXIST GAS LINE	G
PROPOSED STORM DRAIN W/MH	
PROPOSED SEWER W/MH	
PROPOSED SEWER MANHOLE DATA (RIM ELEVATION / INVERT ELEVATION)	RIM 50.2 (1) IE 43.2
PROPOSED SEWER MAIN, LENGTH AND SLOPE	100' @ 1.00%
FLOW ARROW	
APPROX FINISH SURFACE	FS 00.0
EXIST GRADE	(0.00)
APPROX FINISH GRADE	FG 00.0
PROPOSED SLOPE	
CURB ACCESS RAMPS	
SIGHT VISIBILITY TRIANGLE	
RIP-RAP	
DRYWELL	

GENERAL NOTES -CONTINUED

19. INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THE HOMEOWNER'S ASSOCIATION SHALL REVIEW AND APPROVE ALL INSTALLATIONS WITHIN THE RIGHTS-OF-WAY PRIOR TO AND UPON COMPLETION, AS THESE ITEMS WILL BE REGULATED UNDER THE LICENSE AGREEMENT EXECUTED BETWEEN THE HOMEOWNER'S ASSOCIATION AND THE TOWN OF MARANA.

20. 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.

21. ALL EXTERIOR LIGHTING SHALL BE PER THE CURRENTLY ADOPTED TOWN OF MARANA OUTDOOR LIGHTING CODE.

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

23. THIS PROJECT LIES WITHIN THE PLANNED WASTEWATER SERVICE AREA OF THE TOWN OF MARANA WATER DEPARTMENT.

24. PRIOR TO RECEIVING A GRADING PERMIT, A STORM WATER POLLUTION PLAN (SWPPP) AND FEE WILL NEED TO BE SUBMITTED TO THE TOWN FOR REVIEW OF BOTH PARCELS.

25. IF EASEMENTS WILL BE DEDICATED TO THE TOWN, A PHASE I ENVIRONMENTAL SITE ASSESSMENT MUST BE SUBMITTED, DATED NO MORE THAN 180 DAYS PRIOR TO THE DEDICATION DATE.

26. IF ANY HUMAN REMAINS OR 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.

27. CONTRACTOR SHALL CALL IN AN ARIZONA 811 REQUEST AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITY OR HEAVY EQUIPMENT TRAVEL WITHIN 25' OF THE EL PASO NATURAL GAS PIPELINE, AND ARRANGE FOR AN EPNG STANDBY.

FOR MISCELLANEOUS NOTES SEE SHEET 7

ACCEPTED

ADMINISTRATIVE ADDRESS

10651 WEST MIKE ETTER BOULEVARD, MARANA, ARIZONA 85653

Registered Professional Engineer (Civil) CERTIFICATE NO. 28674 BRUCE PATON ARIZONA U.S.A.
Date Signed 12-17-20

PRELIMINARY PLAT FOR GLADDEN FARMS BLOCK 37

LOTS 1-275 & COMMON AREA "A-1"-"A-14" & "B1"-"B-7"

COMMON AREA "A-1"-"A-14"; (LANDSCAPE, UTILITIES, GRADING AND DRAINAGE)
COMMON AREA "B-1"-"B-8"; (RECREATION, LANDSCAPE, UTILITIES, GRADING AND DRAINAGE)
BEING A RESUBDIVISION OF BLOCK 37 AND A PORTION OF BLOCK 42
OF GLADDEN FARMS BLOCKS 26-43, BOOK 62, PAGE 64, SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA.

PCZ-05028 PRV-06073F

PRV2010-002
SHEET 1 OF 7

RICK ENGINEERING COMPANY
Tucson
3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520-795-1000
J-5049
rickengineering.com
San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver

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SCALE: 1"= 40'
CONTOUR INTERVAL = 1'
0' 20' 40' 80'

BASIS OF ELEVATION
FND 1 1/2" ALUM CAP STAMPED "17436" WEST QUARTER CORNER
1744.14' 896.47'
N 00°32'50"W 2644.34'
BASIS OF BEARING S 00°30'03"E
WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 35
FND 1/2" REBAR TAGGED "PCHD3"

EXIST 8"PVC (S-2017-008)
POINT OF CONNECTION
EXIST MH "MW-2017-134
(RIM=2013.6)
(W IE=01.24)
(E IE=01.26)

GLADDEN FARMS
BLOCK 31
SEQ #20181100137
(SFR-6)

W MIKE ETTER BOULEVARD
(PUBLIC STREET)
SEQ#20181100137
N80°55'50"E 712.08'

CENTER OF SECTION 35

S8°58'46"E 416.57'
N 38°46'46"W 174.90'
Δ=17°05'24" R=1245.00' L=371.33'

BASIN 1
WSEL 11.4
BOTTOM 08.4
VOL 46,300 CF
VOL REQ 45,700 CF
DRYWELLS 2
37-1A
37-1B
(2) TYPE 3 SCUPPERS

CA "B-7"
185303 SF
CA "A-14"
12557 SF
CA "A-1"
3513 SF

STREET "A" (490' @ 0.44%) (PUBLIC STREET)
STREET "D" (468' @ 0.44%) (PUBLIC STREET)
STREET "F" (PUBLIC STREET)
STREET "B" (404' @ 0.44%) (PUBLIC STREET)
(320' @ 0.44%)
(265' @ 0.44%)
(230' @ 0.44%)

1 PAD 17.1 5674 SF
2 PAD 17.0 5313 SF
3 PAD 17.2 5035 SF
4 PAD 17.4 4879 SF
5 PAD 17.6 4809 SF
6 PAD 17.9 4800 SF
7 PAD 18.2 4800 SF
8 PAD 18.4 4800 SF
9 PAD 18.7 4800 SF
10 PAD 19.0 4800 SF
11 PAD 19.3 4800 SF
12 PAD 19.6 4800 SF
13 PAD 19.8 4800 SF

271 PAD 15.4 4800 SF
272 PAD 15.6 4800 SF
273 PAD 15.9 4800 SF
274 PAD 16.2 4800 SF
275 PAD 16.5 4953 SF
270 PAD 14.8 5939 SF
269 PAD 15.2 5663 SF
268 PAD 14.1 5088 SF
267 PAD 14.3 4800 SF
266 PAD 14.6 4800 SF
265 PAD 14.9 4800 SF
264 PAD 15.2 4800 SF
263 PAD 15.4 4800 SF
262 PAD 15.7 4800 SF
261 PAD 15.9 4865 SF
260 PAD 15.9 4907 SF
259 PAD 15.7

BASIN 2
WSEL 13.9
BOTTOM 10.9
VOL 48,500 CF
VOL REQ 45,700 CF
DRYWELLS 2
37-2A
37-2B
37-3A
(5) TYPE 3 SCUPPERS

CA "B-1"
26151 SF

81 PAD 17.2 4909 SF
80 PAD 17.5 4800 SF
79 PAD 17.7 4800 SF
78 PAD 18.0 4800 SF
77 PAD 18.3 4800 SF
76 PAD 18.6 4800 SF
75 PAD 18.9 4800 SF
74 PAD 19.1 4800 SF
82 PAD 16.8 5093 SF
83 PAD 16.5 5098 SF
84 PAD 16.2 5100 SF
85 PAD 17.6 4789 SF
86 PAD 17.9 4791 SF
87 PAD 18.2 4791 SF
88 PAD 18.4 5138 SF
89 PAD 18.7 5144 SF
90 PAD 18.9 4936 SF
91 PAD 19.1 4800 SF
92 PAD 19.4 4800 SF
93 PAD 19.7 4800 SF
94 PAD 20.0 4800 SF
95 PAD 20.2 4800 SF
96 PAD 20.5 4800 SF
140 PAD 18.6 4800 SF
139 PAD 18.6 4800 SF
138 PAD 18.8 4800 SF
137 PAD 19.1 4800 SF
136 PAD 19.4 4800 SF
135 PAD 19.7 4800 SF
134 PAD 20 4800 S

GLADDEN FARMS
BLOCK 36-40
SEQ #20193310053
(HDR)

EPNG EASEMENT
DKT. 13048, PG. 5916

SEE SHEET 3
SEE SHEET 4

KEYNOTES

1. 10' PUBLIC UTILITY EASEMENT GRANTED TO PUBLIC UTILITY COMPANIES AND TOWN OF MARANA BY FINAL PLAT
2. 1' PUBLIC NO ACCESS EASEMENT GRANTED BY FINAL PLAT
3. 15'x190' SIGHT VISIBILITY TRIANGLE (FAR SIDE)
4. 15'x240' SIGHT VISIBILITY TRIANGLE (NEAR SIDE)
5. 15'x370' SIGHT VISIBILITY TRIANGLE (FAR SIDE)
6. 15'x480' SIGHT VISIBILITY TRIANGLE (NEAR SIDE)
7. 10'x10' ELECTRIC EASEMENT GRANTED TO TEP BY FINAL PLAT
8. SVT EASEMENT BY FINAL PLAT
9. 30' PUBLIC SEWER EASEMENT GRANTED BY SEPARATE INSTRUMENT

Registered Professional Engineer (Civil) CERTIFICATE NO. 28674 BRUCE PATON 12-17-20 Date Signed ARIZONA U.S.A.

PRELIMINARY PLAT FOR
GLADDEN FARMS BLOCK 37

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RANGE 11 EAST, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA.

PRV2010-002
SHEET 2 OF 7

RICK ENGINEERING COMPANY
Tucson
3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520-795-1000
J-5049
rickengineering.com
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21-DEC-2020 10:22



KEYNOTES

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TUCSON, AZ 85712
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RANGE 11 EAST, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA.

PRV2010-002
SHEET 3 OF 7

SEE SHEET 2

GLADDEN FARMS
BLOCK 36-40
SEQ #20193310053
(HDR)

EPNG EASEMENT
DKT. 13048, PG. 5916

EPNG EASEMENT
DKT. 13048, PG. 5916

BASIN 3
WSEL 14.3
BOTTOM 11.3
VOL 167,100 CF
VOL REQ 107,600 CF
DRYWELLS 3

CA "B-7"
185303 SF

CA "A-8"
4653 SF

CA "B-1"

CA "A-13"
6009 SF

(5) TYPE 3 SCUPPERS

TYPE 1 CATCH BASIN

(3) TYPE 3 SCUPPERS

STREET "B" (PUBLIC STREET)

STREET "C" (PUBLIC STREET)

STREET "D" (PUBLIC STREET)

SCALE: 1"= 40'
CONTOUR INTERVAL = 1'
0' 20' 40' 80'

SEE SHEET 5

SEE SHEET 4

KEYNOTES

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Registered Professional Engineer (Civil)
CERTIFICATE NO.
28674
BRUCE
PATON
12-17-20
Date Signed
ARIZONA U.S.A.

PRELIMINARY PLAT FOR

GLADDEN FARMS BLOCK 37

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OF GLADDEN FARMS BLOCKS 26-43, BOOK 62, PAGE 64, SECTION 35, TOWNSHIP 11 SOUTH,
RANGE 11 EAST, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA.

PRV2010-002
SHEET 4 OF 7

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KEYNOTES

1. 10' PUBLIC UTILITY EASEMENT GRANTED TO PUBLIC UTILITY COMPANIES AND TOWN OF MARANA BY FINAL PLAT
2. 1' PUBLIC NO ACCESS EASEMENT GRANTED BY FINAL PLAT
3. 15'x190' SIGHT VISIBILITY TRIANGLE (FAR SIDE)
4. 15'x240' SIGHT VISIBILITY TRIANGLE (NEAR SIDE)
5. 15'x370' SIGHT VISIBILITY TRIANGLE (FAR SIDE)
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7. 10'x10' ELECTRIC EASEMENT GRANTED TO TEP BY FINAL PLAT
8. SVT EASEMENT BY FINAL PLAT
9. 30' PUBLIC SEWER EASEMENT GRANTED BY SEPARATE INSTRUMENT

RICK ENGINEERING COMPANY
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TUCSON, AZ 85712
520-795-1000
J-5049
rickengineering.com
San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver

Registered Professional Engineer (Civil) CERTIFICATE NO. 28674 BRUCE EATON Date Signed 12-17-20 ARIZONA U.S.A.

PRELIMINARY PLAT FOR
GLADDEN FARMS BLOCK 37

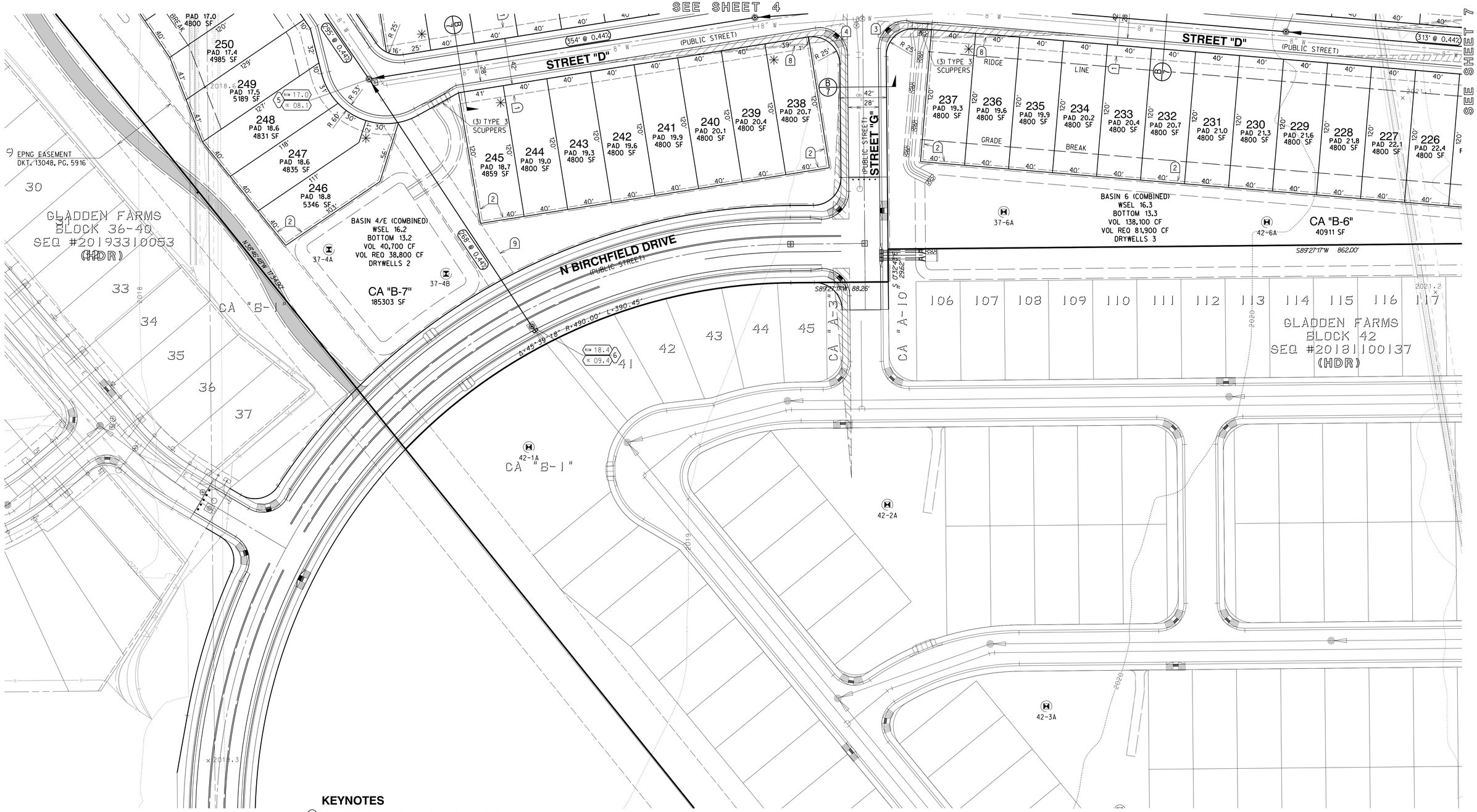
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PRV2010-002
SHEET 5 OF 7

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Registered Professional Engineer Certificate No. 28674 BRUCE PATON Date Signed 12-17-20 ARIZONA, U.S.A.

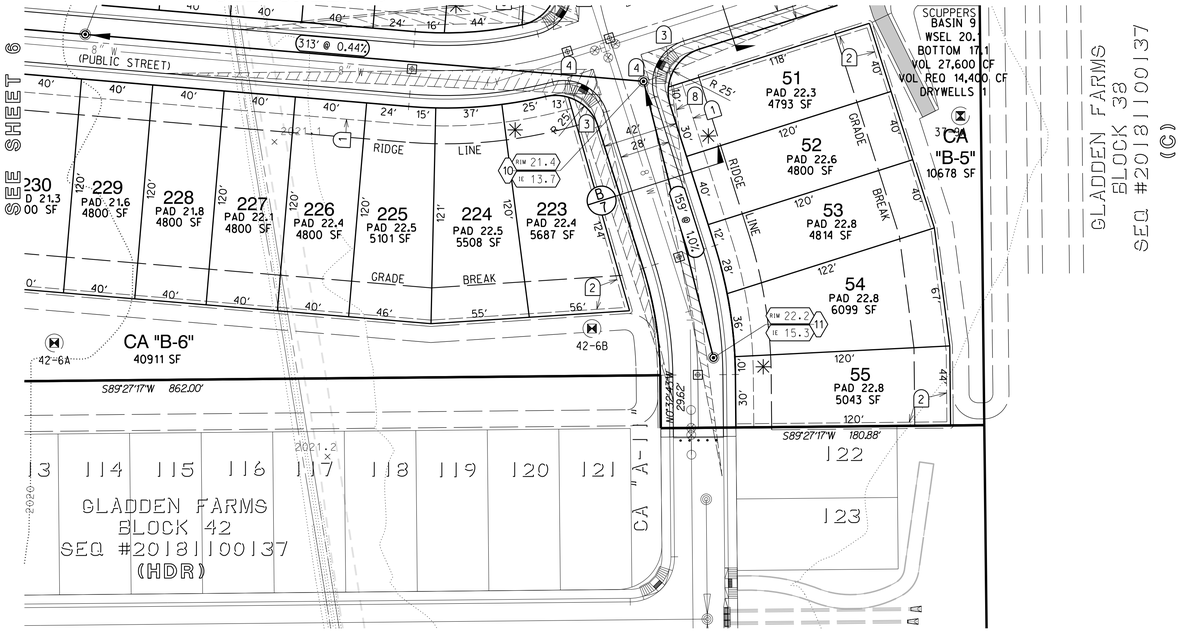
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PRV2010-002
SHEET 6 OF 7

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MISCELLANEOUS NOTES

1. ALL ROADS AND DRAINAGE IMPROVEMENTS WITHIN OR ADJACENT TO THIS SUBDIVISION SHALL BE CONSTRUCTED ACCORDING TO PLANS AS REVIEWED AND APPROVED BY THE TOWN OF MARANA.

2. 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 OF COMPLIANCE WITH ANY DEED RESTRICTIONS OR EASEMENTS.

3. THIS PROJECT IS SUBJECT TO ALL APPLICABLE TRANSPORTATION, WATER RESOURCE, WATER INFRASTRUCTURE, WASTEWATER INFRASTRUCTURE AND PARK IMPACT FEES, DUE UPON BUILDING PERMIT ISSUANCE FOR EACH LOT.

4. NO FURTHER LOT SPLITTING OR SUBDIVIDING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.

5. ALL RIP RAP AND EROSION PROTECTION ROCK SHALL BE CORONADO BROWN IN COLOR.

6. POTENTIAL BUYERS ARE ADVISED THAT THIS PROJECT FALLS IN THE AIRPORT INFLUENCE AREA AS DELINEATED IN THE 2040 GENERAL PLAN AND IS SUBJECT TO FREQUENT OVERFLIGHT BY GENERAL AVIATION AIRCRAFT. AN AVIATION EASEMENT WAS RECORDED WITH THE BLOCK PLAT AT DOCKET 13063, PAGE 4202.

7. PER SECTION 6.6 OF THE GLADDEN FARMS II DEVELOPMENT AGREEMENT, THE DEVELOPER SHALL PAY FOR BANK PROTECTION AS SET FORTH HEREINAFTER. THEREFORE, THIS RESIDENTIAL SUBDIVISION PLAT SHALL BE REQUIRED TO PAY THEIR TOTAL OBLIGATION, OF $18,625.88, PRIOR TO RELEASE OF ASSURANCES. WITHIN BLOCKS THAT ARE NOT SUBDIVIDED AND A DEVELOPMENT PLAN IS THE ONLY PROCESS, THE OBLIGATION FOR THOSE BLOCKS SHALL BE PAID PRIOR TO DEVELOPMENT PLAN APPROVAL.

8. PER SECTION 6.5 OF THE GLADDEN FARMS II DEVELOPMENT AGREEMENT, A VOLUNTARY SCHOOL IMPROVEMENT IN-LIEU FEE OF $1,200 PER LOT SHALL BE PAID TO THE MARANA UNIFIED SCHOOL DISTRICT UPON THE ISSUANCE OF BUILDING PERMITS FOR EACH INDIVIDUAL RESIDENTIAL UNIT WITHIN THIS BLOCK.

9. THIS PLAT FALLS UNDER THE REQUIREMENTS OF THE GLADDEN FARMS II SPECIFIC PLAN. IF AN ISSUE, CONDITION OR SITUATION ARISES FROM THIS PLAN THAT IS NOT COVERED OR PROVIDED FOR IN THE SPECIFIC PLAN, THOSE REGULATIONS IN THE TOWN OF MARANA LAND DEVELOPMENT CODE THAT ARE APPLICABLE FOR THE MOST SIMILAR ISSUE, CONDITION OR SITUATION SHALL BE USED BY THE PLANNING DIRECTOR AS THE GUIDELINES TO RESOLVE THE UNCLEAR ISSUE, MATTER OR SITUATION.

10. PER THE GLADDEN FARMS II SPECIFIC PLAN SECTION III.L OPEN SPACE, RECREATION, PARKS AND TRAILS CONCEPT AND SECTION IV.C.4.E DEVELOPMENT STANDARDS - SMALL-LOT SINGLE-FAMILY DETACHED OF THE HDR LAND USE DESIGNATION, THE MINIMUM AREA (IN SQUARE FEET) FOR PRIVATE, COMMON ON-SITE RECREATION AREAS SHALL BE 185 SF PER SINGLE FAMILY RESIDENCE. THIS PROJECT SHALL REQUIRE 50,875 SF OF DEVELOPED RECREATIONAL AREA. 59,072 SF IS PROVIDED IN COMMON AREA "C-1".

MISCELLANEOUS NOTES - CONTINUED

11. FIRE HYDRANTS AT 500 FOOT MAXIMUM INTERVALS SHALL BE INSTALLED WITHIN PUBLIC STREETS. THE FIRE FLOW REQUIREMENT IS 1,500 GALLONS/MINUTE APPROVED BY NORTHWEST FIRE DISTRICT. ALL HYDRANTS MUST BE INSTALLED AND OPERATIONAL PRIOR TO BEGINNING COMBUSTIBLE CONSTRUCTION MATERIALS ON SITE.

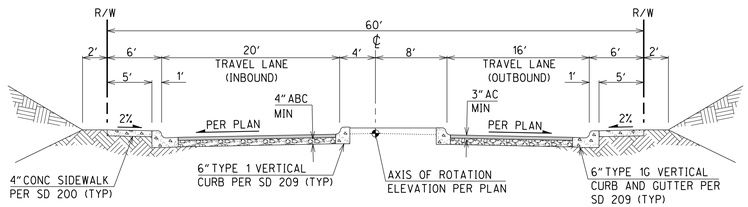
12. ANY BUILDING OVER 3,600 SQUARE FEET UNDER ONE ROOF MUST BE EVALUATED BY THE NORTHWEST FIRE DISTRICT FOR ADDITIONAL FIRE PROTECTION MEASURES. ANY BUILDING HAVING LIMITED ACCESS IN EXCESS OF 150 FEET, OR 12% ACCESS GRADE, OR LOW CLEARANCE, MUST BE EVALUATED BY THE NORTHWEST FIRE DISTRICT FOR ADDITIONAL FIRE PROTECTION MEASURES. ALL HYDRANTS SHALL BE INSTALLED AND TESTED AND ACCESSIBLE VIA AN ALL WEATHER ACCESS ROAD PRIOR TO ANY COMBUSTIBLE CONSTRUCTION.

13. THIS PROPOSED SUBDIVISION IS LOCATED IN THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) 500-YR FLOODPLAIN, WHICH DOES NOT REGULATE THE DEVELOPMENT OF THIS PROJECT. THE SUBDIVISION IS WITHIN DFIRM MAP 1040 OF 4750 AND HAS A FEMA FLOODPLAIN DESIGNATION OF SHADED ZONE X.

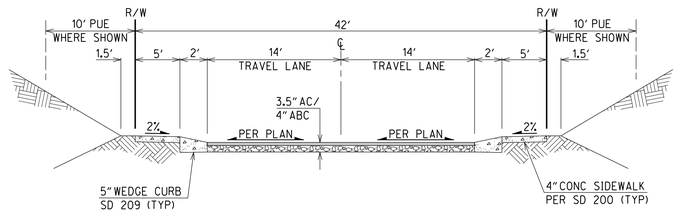
14. THE SUBDIVIDING LAND OWNERS DESIGNATED ON THIS PLAT AND THEIR SUCCESSORS IN INTEREST RETAIN AN INTEREST IN THE REAL PROPERTY IN OR UPON WHICH WHAT WOULD BE "PUBLIC INFRASTRUCTURE" (AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, AS AMENDED) MAY BE CONSTRUCTED AS DESCRIBED ON THE FINAL SUBDIVISION PLAT. PURSUANT TO THE DISTRICT DEVELOPMENT, FINANCING, PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT (GLADDEN FARMS (PHASE II) COMMUNITY FACILITIES DISTRICT) DATED JANUARY 1, 2008 (AS AMENDED, THE GFCFD#2 DA"), IF THE PUBLIC INFRASTRUCTURE IS CONSTRUCTED PURSUANT TO THE GFCFD#2 DA, THE INTEREST AND THE PUBLIC INFRASTRUCTURE MAY BE ACQUIRED BY THE GLADDEN FARMS (PHASE II) COMMUNITY FACULTY DISTRICT (GFCFD#2) PURSUANT TO THE GFCFD#2 DA.

15. CONTRACTOR TO COORDINATE WITH OWNER TO DETERMINE EXACT LIMITS AND TIMING OF REMOVALS OF EXISTING FARM ACCESS AND IRRIGATION CANALS.

16. EL PASO NATURAL GAS USE REQUIREMENTS:
A. DRAINAGE: THE EPNG EASEMENT, OR RIGHT-OF-WAY (ROW) WILL NOT BE USED FOR DRAINAGE, NOR WILL THE DRAINAGE BE ALTERED.
B. UTILITIES: UTILITIES SHALL CROSS THE EPNG EASEMENT AS NEAR A 90 DEGREE ANGLE AS POSSIBLE; BELOW THE EPNG PIPELINE; WITH A MINIMUM VERTICAL SEPARATION OF 24 INCHES; AND (EXCEPT FOR GRAVITY-FED UTILITIES) AT A CONSTANT ELEVATION ACROSS THE ENTIRE WIDTH OF THE ROW. FOREIGN UTILITY STRUCTURES SUCH AS POLES, MANHOLES, PEDESTALS, ETC. ARE NOT ALLOWED WITHIN THE ROW.
C. LANDSCAPING: TREES, SAGUARO CACTI AND SHRUBS WITH A MATURE HEIGHT OVER 5 FEET ARE NOT ALLOWED IN THE EASEMENT OR ROW.



A 60' R/W STREET SECTION
DTL: TOM60XSVCG-MED NO SCALE



B 42' R/W STREET SECTION
DTL: TOM46XSRC NO SCALE

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Registered Professional Engineer (Civil) CERTIFICATE NO. 28674 BRUCE PATON Date Signed 12-17-20 ARIZONA U.S.A.

PRELIMINARY PLAT FOR

GLADDEN FARMS BLOCK 37

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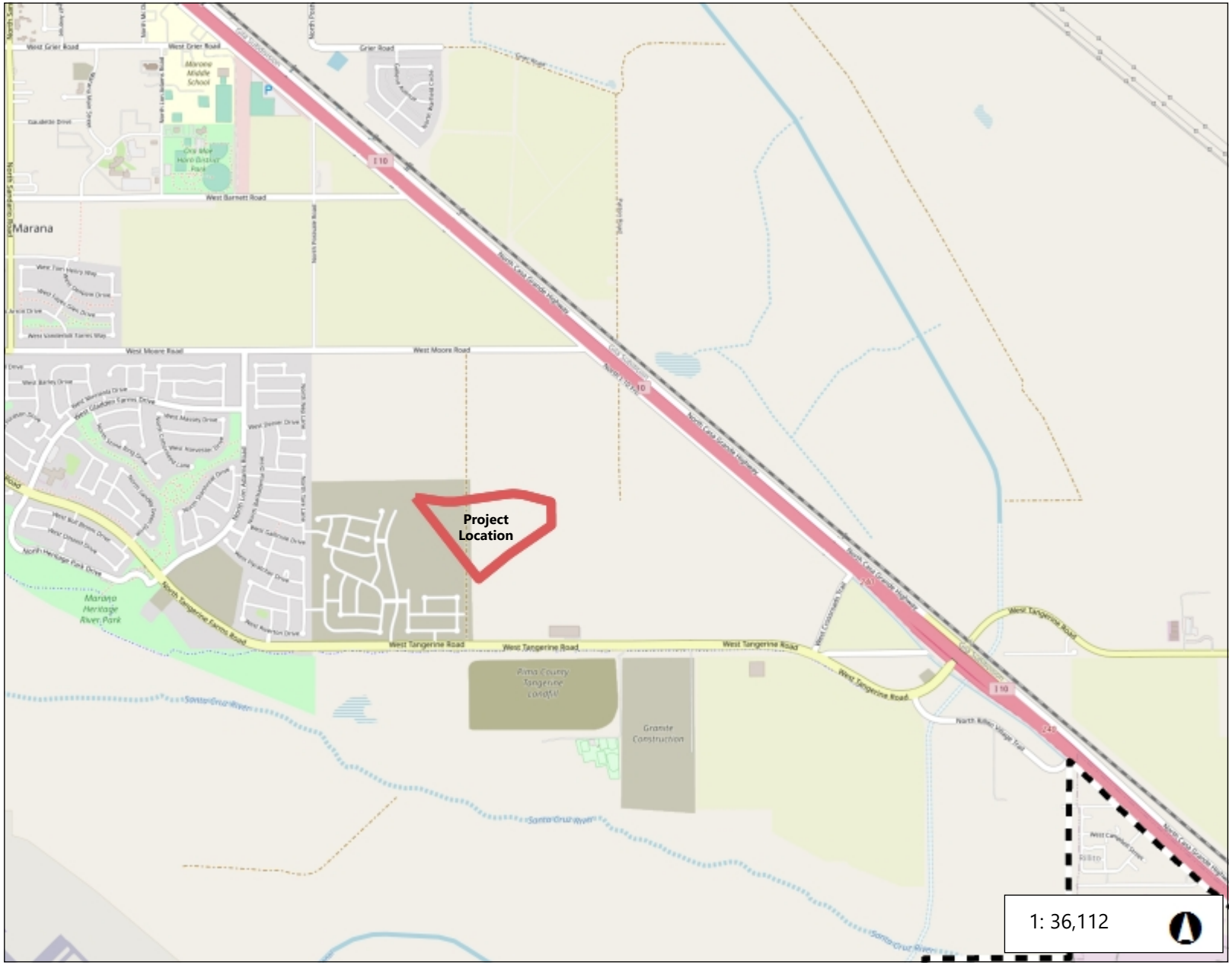
PRV2010-002
SHEET 7 OF 7

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Town of Marana Planning PRV2010-002 Gladden Farms Blk 37 Lots 1-275 Preliminary Plat





Legend

Marana Town Limits

Notes

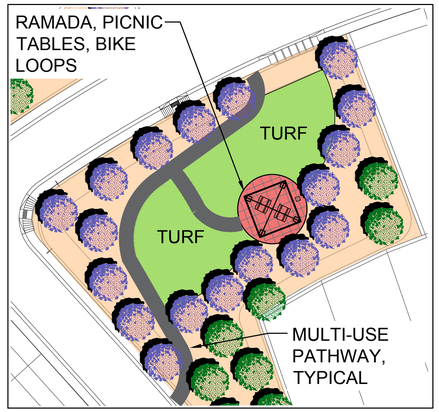
1.1 0 0.57 1.1 Miles

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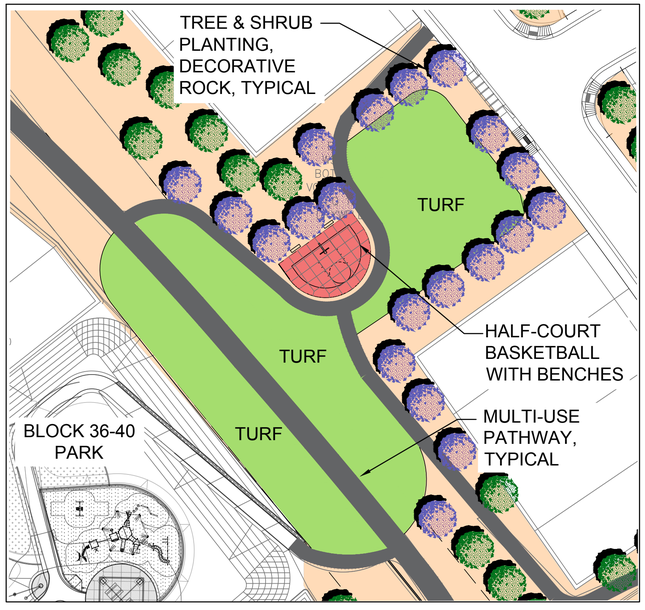
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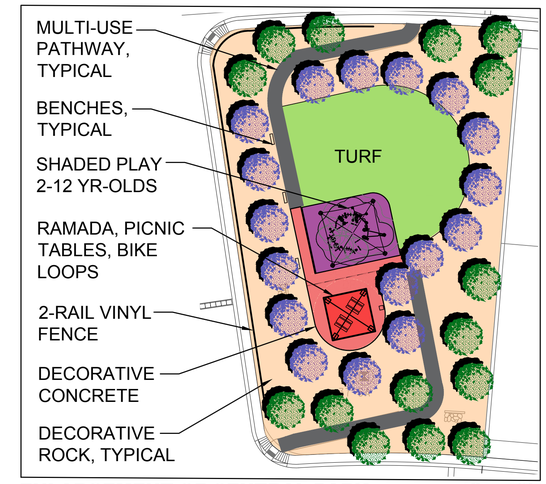


NORTH PARK **1" = 40'**



WEST PARK **1" = 40'**





ENLARGEMENT OF CENTRAL PARK **1" = 40'**

0' 100' 200' 300'

GLADDEN FARMS II
Block 37 Landscape Concept

The WLB Group INC. **WLB**
TUCSON - PHOENIX - LAS VEGAS - FLAGSTAFF
520.881.7480 - tucson@wlbgroup.com

JANUARY 2021

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: Gladden Farms Block 37			
Description of Project: Detached Single Family			Number of Lots: 275
Parcel No.(s): 217-54-3410			Gross Area (Acres): 52.3
Project Address:			
Ref. Project No.:			

CONTACT INFORMATION

Owner: Fid Nat Title TR 60423 Attn: Crown West	Contact Name: Dean Wingert		
Address: 333 East Wetmore Road Suite 250	City: Tucson	State: AZ	Zip: 85705
Email: dwingert@crownwest.com	Phone No.: (520) 888-3962		
Applicant: Rick Engineering Company, Inc.	Contact Name: Chuck Martin		
Address: 3945 E. Ft. Lowell Rd. #111	City: Tucson	State: AZ	Zip: 85732
Email: cmartin@rickengineering.com	Phone No.: (520) 795-1000		
Consultant/Engineer: Rick Engineering Company, In	Contact Name: Bruce Paton		
Address: 3945 E. Ft. Lowell Rd. #111	City: Tucson	State: AZ	Zip: 85732
Email: bpaton@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	10/5/20
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY
Revision Date 03/29/2019

Project No. PRV2010-001 **Date Received** 10/6/2020

CROWN WEST
LAND GROUP

333 East Wetmore Road, Suite 250 Tucson, AZ 85705 520-888-3962

April 4, 2018

Mr. Steven Vasquez
Town of Marana Planning Department
11555 West Civic Center Drive
Building A2
Marana, Arizona 85653

RE: Gladden Farms II

Dear Steven,

Gladden Phase II, LLC authorizes RICK Engineering Company to submit plats and plans for our project Gladden Farms II.

If you have any questions, concerns or need anything further please feel free to give me a call.

Sincerely,

GLADDEN PHASE II, LLC

OK Rihl
Crown West Land Group
Development Manager

OK/kp
OK.00022

c: Dean Wingert

Council-Regular Meeting **C3**

Meeting Date: 02/16/2021

To: Mayor and Council

Submitted For: Keith Brann, Town Engineer

From: Gus Myers, Development Engineering Manager

Date: February 16, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-018: Relating to Development; approving a Release of Assurances for a portion of Lazy K Bar Ranch and accepting public improvements for maintenance (Keith Brann)

Discussion:

Lazy K Bar Ranch, Phase 1 consists of lots 1–86 of 178 lots located west of Scenic Drive and north of Pima Farms Road. The final plat for the subdivision was recorded in the Pima County Recorder's Office on 25 March 2019, at Sequence Number 20190840184.

The Town has a third party trust assurance agreement assuring the completion of improvements needed to serve the subdivision. The subdivider has completed the improvements serving Lazy K Bar Ranch, Phase 1 acceptable to Town Standards in accordance with the assurance agreement, including the public infrastructure which consists of a potable water distribution system.

If approved, this resolution will release the Lazy K Bar Ranch, Phase 1 subdivision assurances and accept the potable water system for maintenance. The sewer improvements are being dedicated to Pima County Regional Wastewater Reclamation Department and the roadways are private.

Staff Recommendation:

Staff recommends approval of Resolution 2021-018, approving a release of assurances for the Lazy K Bar Ranch, Phase 1 and accepting the potable water system for maintenance.

Suggested Motion:

I move to approve Resolution 2021-018

Attachments

Resolution No. 2021-018

Water Distribution Plan

MARANA RESOLUTION NO. 2021-018

RELATING TO DEVELOPMENT; APPROVING A RELEASE OF ASSURANCES FOR A PORTION OF LAZY K BAR RANCH AND ACCEPTING PUBLIC IMPROVEMENTS FOR MAINTENANCE

WHEREAS the final plat for 'Lazy K Bar Ranch Lots 1-178, Common Areas "A-1" & "A-2"(Private Streets), "B-1" & "B-2" (Natural Open Space, Pedestrian, Drainage, Landscape, Public Sewer and Utilities), and "C" (Active Open Space)' was recorded in the Pima County Recorder's Office on March 25, 2019, at Sequence No. 20190840184; and

WHEREAS the Town has a third party trust assurance agreement (the "Assurance Agreement") with Pulte Home Company, LLC (the "Subdivider") and Landmark Title Assurance Agency of Arizona, LLC, under Trust No. 18300-T, recorded in the Pima County Recorder's office on May 3, 2019, at Sequence No. 20191230059, assuring the completion of public improvements for a portion of Lazy K Bar Ranch, referred to in this resolution as "Lazy K Bar Ranch Phase 1," consisting of Lots 1-86, and associated common areas ("A-1", "B-1" and "C"); and

WHEREAS the Subdivider has completed the public improvements for Lazy K Bar Ranch Phase 1 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 for Lazy K Bar Ranch Phase 1 is hereby released.

Section 2. The Town accepts for maintenance the potable water system serving Lazy K Bar Ranch Phase 1, consisting of approximately 5,980 linear feet of potable water line, water meters, valves, fire hydrants and appurtenances with an estimated value of $473,600.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of February, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

WATER DISTRIBUTION PLAN

LAZY K BAR RANCH

LOTS 1 THROUGH 86

(PHASE 1)

ENG1810-007

THE SEAL OF PIMA COUNTY ARIZONA

P19PW00039

APPROVED 03/27/2019

GENERAL WATER NOTES:

1. 8" PVC FIRE INSTALLED FOR THIS PROJECT SHALL BE CLASS C-900, UNLESS OTHERWISE SPECIFIED.
2. WATER SERVICE WILL BE PROVIDED AS SHOWN ON THIS PLAN. ANY CHANGES TO PARCEL CONFIGURATION MAY NECESSITATE ADDITIONAL REQUIREMENTS.
3. SEPARATE METERS WILL BE REQUIRED FOR IRRIGATION SYSTEMS. DOMESTIC AND IRRIGATION SERVICE SHOULD NOT BE INTERCONNECTED.
4. [illegible] SHALL BE RESTRAINED PER TUCSON WATER STANDARD DETAIL 600.CONTRACTOR WILL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
5. [illegible]MENT PLANS ARE TO INCLUDE WATER CONNECTION TO ADJACENT BLOCKS TO PROVIDE FOR SYSTEM LOOPING.
6. GATED COMMUNITIES MUST PROVIDE MEANS TO AVOID DELAY OF EMERGENCY RESPONDERS.
7. APPROPRIATE SEPARATION SHALL BE KEPT AT ALL TIMES BETWEEN THE SEWER LINE AND THE NON-POTABLE AND POTABLE PRESSURE LINES. SEE TUCSON WATER STANDARDS 106 AND 107.
8. ALL DUCTILE, STEEL, AND CAST IRON ARE TO BE WRAPPED WITH POLYETHYLENE: THIS INCLUDES ALL FITTINGS, VALVES, AND SADDLES.
9. THE FIRE FLOW REQUIRED FOR THIS PROJECT IS 1,000 G.P.M FOR 2 HOURS.
10. ARVS ARE TO BE LOCATED AT ALL LOCALIZED HIGH POINTS IN THE WATER MAIN. ADDITIONAL ARVS MAY BE REQUIRED AS DETERMINED BY THE MARANA WATER INSPECTOR DURING CONSTRUCTION.
11. A REPORT OF SOILS INVESTIGATION INCLUDING RECOMMENDATIONS FOR GRADING PROCEDURES HAS BEEN PREPARED BY PROTEX PROJECT NO: 7324 DATED: MAY 29, 2018. EARTHWORK SHALL CONFORM TO THE RECOMMENDATIONS CONTAINED IN SAID REPORT.
12. ALL REVISIONS TO THESE PLANS MUST BE APPROVED BY THE MARANA TOWN ENGINEER PRIOR TO CONSTRUCTION.
13. ALL WORK SHALL CONFORM TO TITLE 19, STANDARDS FOR GRADING AND RELATED SITE WORK, OF THE TOWN OF MARANA LAND DEVELOPMENT CODE.
14. ALL AGGREGATE BASE COURSE SHALL CONFORM TO SECTION 303 OF THE PIMA COUNTY CITY OF PAG STANDARD SPECIFICATIONS AND STANDARD DETAILS FOR PUBLIC IMPROVEMENTS (PAG SSPI) LATEST EDITION.
15. COMPACTION IN ALL AREAS SHALL BE TO A MINIMUM OF 95% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99/ASTM D698A UNLESS OTHERWISE SPECIFIED. THOSE AREAS TO RECEIVE FILL SHALL BE SCARIFIED TO A DEPTH OF EIGHT (8) INCHES AND BROUGHT TO PROPER MOISTURE CONTENT AND COMPACTED TO THE ABOVE DENSITY. THE SOURCE OF FILL MATERIAL SHALL BE
16. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FURNISH, HAUL AND APPLY ALL WATER REQUIRED FOR COMPACTION AND FOR THE CONTROL OF DUST FROM CONSTRUCTION ACTIVITY.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CARE, MAINTENANCE, REPAIR OR REPLACEMENT OF EXISTING IMPROVEMENTS IN THE WORK AREA WHICH HAVE BEEN REMOVED OR DAMAGED IN THE COURSE OF CONSTRUCTION. ALL REPAIR OR CLEANUP SHALL BE DONE AT NO COST TO THE TOWN OF MARANA.
18. ALL WALLS SHALL BE CONSTRUCTED OF OR PAINTED WITH GRAFFITI RESISTANT MATERIALS.
19. ALL SLOPES STEEPER THAN 3:1 WILL BE PROTECTED WITH 6" DIAMETER (MINIMUM) ROCK RIP-RAP OR CONCRETE BANK PROTECTION.
20. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FULLY COMPLY WITH THE ARIZONA POLLUTANT DISCHARGE ELIMINATION SYSTEM CONSTRUCTION GENERAL PERMIT IN ACCORDANCE WITH THE STORMWATER POLLUTION PREVENTION PLAN SUBMITTED FOR THIS PROJECT.
21. IF ANY HUMAN REMAINS OR FUNERARY ITEMS ARE DISCOVERED DURING CONSTRUCTION, OR AT ANYTIME, ALL WORK MUST STOP IN THE AREA OF THE REMAINS AND THE REPATRIATION COORDINATOR OF THE ARIZONA STATE MUSEUM SHALL BE IMMEDIATELY CONTACTED AT (520) 621-4795. PURSUANT TO A.R.S. 41-865.
22. THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL OBTAIN A TOWN OF MARANA BUSINESS LICENSE PRIOR TO COMMENCEMENT OF ANY WORK.
23. THE CONTRACTOR SHALL OBTAIN A TOWN OF MARANA RIGHT OF WAY PERMIT AT THEIR COST AND SCHEDULE A PRE-CONSTRUCTION CONFERENCE WITH THE TOWN OF MARANA RIGHT OF WAY INSPECTOR PRIOR TO COMMENCEMENT OF ANY WORK WITHIN THE PUBLIC RIGHT OF WAY.
24. 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.
25. ALL CONSTRUCTION AND TEST METHODS SHALL BE IN CONFORMANCE WITH THE LATEST EDITION IN PIMA ASSOCIATION OF GOVERNMENTS (PAG) STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS. THESE MAY BE MODIFIED AND/OR SUPPLEMENTED BY THE REQUIREMENTS OF THESE PLANS.
26. DEVELOPER WILL COVENANT TO HOLD THE TOWN OF MARANA, ITS SUCCESSORS AND ASSIGNS, HARMLESS IN THE EVENT OF FLOODING.
27. DRAINAGE WILL NOT BE ALTERED, DISTURBED OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL.
28. TRACER WIRE IS REQUIRED FOR ALL SLEEVES WITHIN THE RIGHT OF WAY.

GENERAL NOTES:

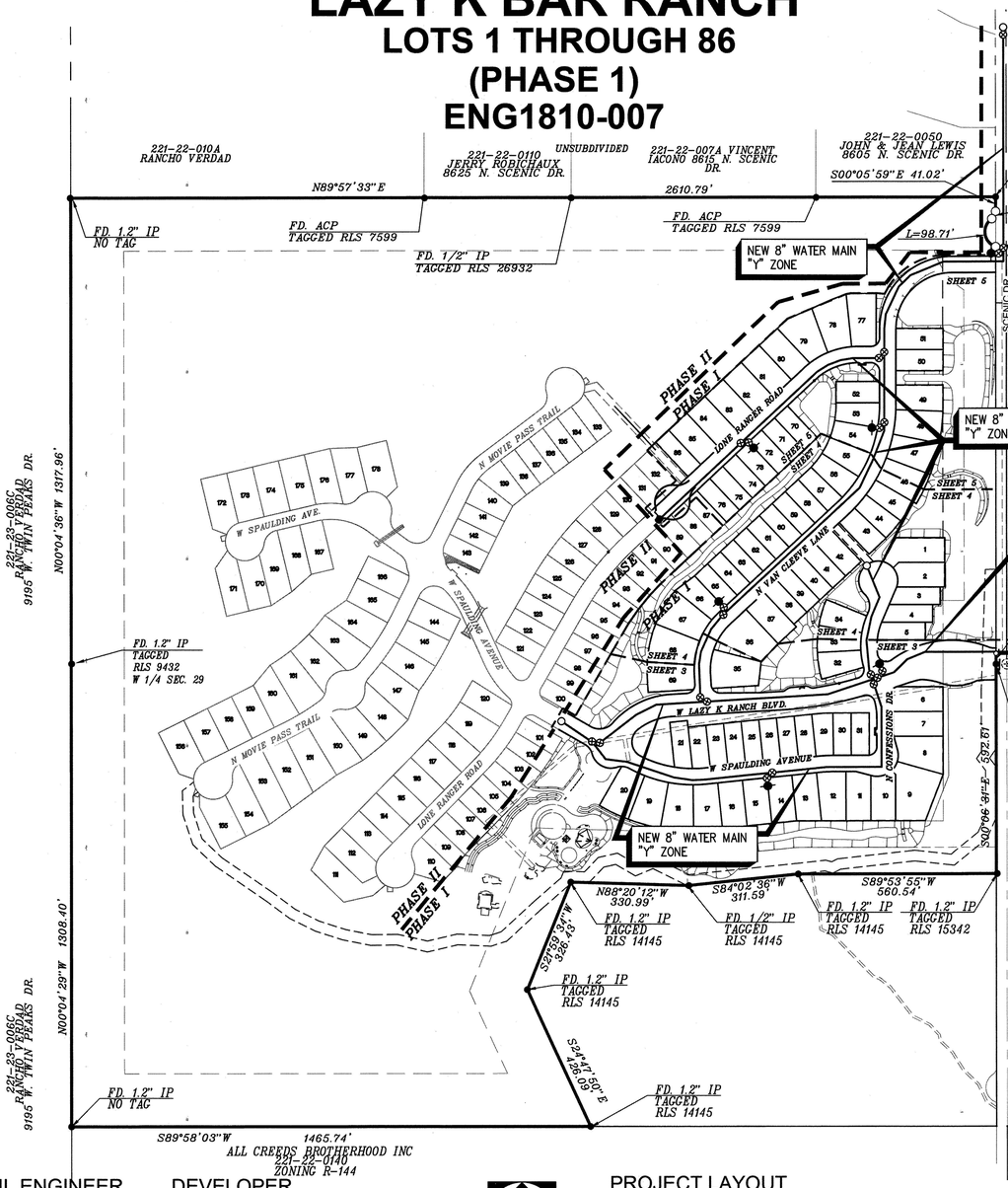
1.CONTRACTOR SHALL VERIFY LOCATION AND INVERTS OF EXISTING WATER LINES AND UTILITIES PRIOR TO CONSTRUCTION OF NEW WATER IMPROVEMENTS.

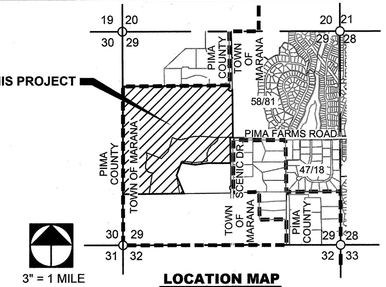
2.DWELLING UNITS TO BE SERVED ARE: 86 UNITS AND SIZE OF SERVICES ARE 1" SINGLE SERVICES PER STANDARD DETAIL TW-309. 1 IRRIGATION SERVICE SHALL BE 1" SINGLE PER STANDARD DETAIL TW-309.

3.SEE TABLE ON SHEET 7 FOR PUBLIC WATER, FIRE HYDRANT QUANTITIES AND MATERIALS.

APPROVALS

MARANA WATER DIRECTOR		3-4-19 DATE
TOWN OF MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER	P.E.	1MAR19 DATE
NORTHWEST FIRE DISTRICT		3-5-2019 DATE
TOWN OF MARANA PLANNING DIRECTOR	AICP	3-4-19 DATE





LOCATION MAP

LOCATED IN A PORTION OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

LEGEND

- PHASE LINE
- MATCH LINE
- PROPOSED LOT LINE
- PROPOSED BOUNDARY LINE
- PROPOSED EASEMENT LINE
- UG — UG — EXIST. UNDERGROUND GAS LINE
- E — EMH — E — EXIST. UNDERGROUND ELECTRIC W/MANHOLE
- PP — OHE — EXIST. OVERHEAD ELECTRIC W/POWER POLE
- EXIST. PUBLIC SEWER LINE & MANHOLE
- PROPOSED HCS
- 12" W EXIST. PUBLIC WATERLINE & VALVE
- 8" S PROPOSED PUBLIC SEWER LINE & MANHOLE
- IRRIG. PROPOSED IRRIGATION WATER SERVICE
- PROPOSED DIP PUBLIC WATERLINE
- PROPOSED PUBLIC WATERLINE & VALVE
- PROPOSED WATER SERVICE
- PROPOSED FIRE HYDRANT & VALVE
- A PROPOSED AIR RELEASE VALVE
- S PROPOSED PUBLIC WATERLINE & VALVE
- PROPOSED STORM DRAIN
- PROPOSED 2 WEDGE CURB
- PROPOSED CONCRETE SIDEWALK
- ROCK RIP-RAP BANK PROTECTION
- X — X — EXISTING FENCE
- SECTION CORNER OR 1/4 SECTION CORNER
- EX EXISTING
- SMH SEWER MANHOLE
- EX. SMH EXIST. SEWER MANHOLE
- R/W RIGHT OF WAY
- TEP-JUNCTION BOX
- TEP-TRANSFORMER
- TEP-PEDESTAL
- 2/2 DTL. NO. / SHT. NO. } TYPICAL CROSS SECTION CALL OUT

REGISTERED PROFESSIONAL ENGINEER (CIVIL) CERTIFICATE NO. 52757 JESSE S. SCHULTZ Date Signed 1/31/19 ARIZONA U.S.A.
ASBUILT INFO ONLY
1

CIVIL ENGINEER

THE WLB GROUP, INC.
4444 E. BROADWAY BOULRVARD
TUCSON, AZ 85711
PHONE: 520-881-7480
ATTN: DAVID LITTLE
dlittle@wlbgroup.com

DEVELOPER

PULTE GROUP, INC.
3011 W. INA ROAD
TUCSON, AZ 85741
PHONE: 520-837-0275
ATTN: SAM MILLS
sam.mills@pultegroup.com

OWNERS

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

SHEET INDEX

SHEET 1 COVER SHEET
SHEET 2 T.O.M. GENERAL NOTES AND STANDARD DETALS
SHEETS 3-5 PLAN SHEETS
SHEET 6 PLAN AND PROFILE SHEET
SHEET 7 TYP. CROSS SECTION AND DETALS

PROJECT LAYOUT

0 200' 400' 600'

BASIS OF BEARING

BASIS OF BEARING IS THE MID-SECTION LINE OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 12 EAST, G.S.R.M., TOWN OF MARANA, PIMA COUNTY, ARIZONA. SAID BEARING BEING: S00°05'59" E.

BASIS OF ELEVATION

BASIS OF ELEVATION: FOUND BRASS CAPPED SURVEY MONUMENT MARKED T.O.M. AT THE INTERSECTION OF PIMA FARMS ROAD AND SAND DUNE PLACE, MARANA, ARIZONA. SAID ELEVATION BEING 2160.45 FEET NAVD 88 DATUM.

SEE TABLE ON SHEET 7 FOR WATER QUATITIES AND MATERIAL

ENGINEER'S STANDARD DETAILS DISCLAIMER:
TO COMPLY WITH THE ARIZONA STATE BOARD OF TECHNICAL REGISTRATION'S SUBSTANTIVE POLICY STATEMENT REGARDING SEALING OF STANDARD DETAIL, THE STANDARD DETAILS USED IN THE DESIGN OF THIS PROJECT HAVE BEEN FORMALLY ADOPTED BY THE AGENCIES THAT PREPARE THEM. IN VIEW OF THEIR LONG HISTORY OF USE, APPLICABILITY, AND/OR SOUNDNESS, THE ENGINEER ACCEPTS THEIR USE FOR THIS PROJECT AND FINDS NO NEED FOR ALTERATION OF THE DETAILS UNLESS NOTED/CLARIFIED OTHERWISE IN THESE PLANS.

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click ArizonaS11.com

PROJECT NO: ENG1810-007
RELATED CASE #s
PRV1803-003
PCZ1612-001

The WLB Group Inc. **WLB**
Engineering Planning Surveying Landscape Architecture Urban Design
Offices located in Tucson, Phoenix and Flagstaff, Arizona, and Las Vegas, Nevada.
4444 East Broadway
Tucson, Arizona (520) 881-7480

LAZY K BAR RANCH
LOTS 1 THROUGH 86 AND COMMON AREA "A", COMMON AREA "B" AND COMMON AREA "C"
Project

PUBLIC WATER PLAN
Sheet Title

EXHIBIT A

No.	Date	Item
1	2019-10-07	ASBUILT

Revisions

Scale	AS SHOWN
Job No.	113021-G-001-0800
Date	JANUARY 2018
Designed By/Drawn By	JAW/FMM
Checked By	JAW

REGISTERED PROFESSIONAL ENGINEER (CIVIL) CERTIFICATE NO. 36234 DAVID W. LITTLE Date Signed 2-21-19 ARIZONA U.S.A.

Sheet 1 of 7

Q:\113021\G-001 - Lazy K_Pulte\07 Pls\08 Water\LK-WTR-01.dwg Plotted: Feb 21, 2019

Council-Regular Meeting **C4**

Meeting Date: 02/16/2021

To: Mayor and Council

From: Libby Shelton, Deputy Town Attorney

Date: February 16, 2021

Strategic Plan Focus Area:
Community

Subject: Resolution No. 2021-019: Relating to Special Events; approving and authorizing the Mayor to execute an agreement between the Town of Marana and Perimeter Bicycling Association of America, Inc. regarding financial support for the 38th El Tour de Tucson 28-Mile Event (Jim Conroy)

Discussion:

The proposed agreement provides that the Town will provide financial support of $7,500 to Perimeter Bicycling as the Event Start Sponsor of the 2021 El Tour de Tucson 28-Mile Event taking place on Saturday, April 10, 2021. For this event, participants, will begin their ride at the Marana Heritage River Park and join the primary El Tour route.

In addition to the 2021 event, this agreement also includes marketing and advertising opportunities for Marana through Perimeter Bicycling. Town marketing will appear in the e-Tail Winds Newsletter and the Town Logo will be on El Tour Route Map, the Main Start/Finish Line, and the official El Tour Jersey, t-shirt, and poster.

Financial Impact:

Fiscal Year:	2021
Budgeted Y/N:	Y
Amount:	$10,000

Staff Recommendation:

Staff recommend approval of the agreement.

Suggested Motion:

I move to adopt Resolution No. 2021-019, approving and authorizing the Mayor to execute an agreement between the Town of Marana and Perimeter Bicycling Association of America, Inc. regarding financial support for the 38th El Tour de Tucson 28-Mile Event.

Attachments

Resolution No. 2021-019
Exhibit A

MARANA RESOLUTION NO. 2021-019

RELATING TO SPECIAL EVENTS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF MARANA AND PERIMETER BICYCLING ASSOCIATION OF AMERICA, INC. REGARDING FINANCIAL SUPPORT FOR THE 38TH EL TOUR DE TUCSON 28-MILE EVENT

WHEREAS the Town of Marana is dedicated to providing exceptional community events that create opportunities for citizen engagement as directed by the Community focus area of the Town's Strategic Plan; and

WHEREAS Perimeter Bicycling Association of America, Inc. ("Perimeter") is a nonprofit corporation responsible for the promotion and production of the annual El Tour de Tucson cycling event, which raises money for nonprofit, charitable entities and brings economic impact to the local community; and

WHEREAS the Town and Perimeter desire to enter into an agreement regarding the Town's participation in and financial support of the 38th El Tour 28-Mile Event; and

WHEREAS the Town Council finds that the agreement addressed by this resolution is 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, ARIZONA, as follows:

SECTION 1. The agreement between the Town of Marana and Perimeter Bicycling Association of America, Inc. for the 38th El Tour 28-Mile Event, 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 this resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of February, 2021.

Mayor Ed Honea

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

AGREEMENT BETWEEN THE TOWN OF MARANA AND PERIMETER BICYCLING ASSOCIATION OF AMERICA, INC. FOR THE 38TH EL TOUR 28-MILE EVENT

THIS AGREEMENT (this "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and PERIMETER BICYCLING ASSOCIATION OF AMERICA, INC., an Arizona nonprofit corporation ("Perimeter"). The Town and Perimeter are sometimes collectively referred to in this Agreement as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. The Town of Marana Strategic Plan Four identifies Community as one of its five focus areas. Under the Community focus area, the Plan includes an initiative to provide exceptional community events that create opportunities for citizen engagement.

B. Perimeter is a nonprofit corporation responsible for the promotion and production of the annual El Tour de Tucson cycling event (the "Event"), which raises money for nonprofit, charitable entities and brings economic impact to the local community.

C. The Town and Perimeter desire to enter into an agreement regarding the Town's participation in and financial support of the 38th El Tour 28-Mile cycling event, taking place on Saturday, April 10, 2021.

D. The Town finds that the benefits to the Town resulting from Perimeter's promotion and production of the 38th El Tour 28-Mile cycling event have a value at least equal to the fair market value of the financial support to be provided to Perimeter by the Town pursuant to this Agreement.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals, which are incorporated here as the intent of the Parties in entering into this Agreement, and in consideration of the terms of this Agreement, the Parties hereby agree as follows:

1. *Financial support to be provided by the Town*. Pursuant to the terms and conditions of this Agreement, including without limitation paragraph 21 (*Termination*) below, the Town shall provide financial support of $7,500.00 to Perimeter for the 38th El Tour 28-Mile cycling event within 30 days of the Effective Date of this Agreement.

2. *Fee Waiver*. The Town will waive fees for park rental and special event permits affiliated with the Town of Marana start line location.

3. *Other Sponsors.* The Parties acknowledge and agree other businesses and organizations are able to become official sponsors of different portions of the Event, and will be known collectively as "Presenting Sponsors." The Town of Marana will be the Event Start Sponsor of the "Town of Marana 28-Mile Start presented by Gladden Farms."

4. *Event promotion by the Town*. In addition to the financial support provided pursuant to paragraph 1 above, the Town shall also promote the events through the Town's media/communication outlets. The Town will use its best efforts to promote the name of all Presenting Sponsors of the Event. Whenever the Town wishes to utilize the name of the Event, or in any other way publicizes the Event, the Town shall refer to the Event with the name of all of the Presenting Sponsors. As an Event Start Sponsor of the 38th El Tour 28-Mile cycling event, the Town of Marana will encourage its members and affiliates to participate in the Event.

5. *Benefits to be provided to the Town.* In exchange for the financial support described in paragraph 1 above, Perimeter shall provide to the Town the benefits and services described in Exhibit A.

6. *Books; taxes.* Perimeter shall make available to the Town for inspection any books, ledgers or statements kept by Perimeter regarding activities conducted pursuant to this Agreement. Perimeter shall be liable for all taxes applicable to the proceeds received by Perimeter under this Agreement, if any.

7. *Effective date and duration.* This Agreement shall be effective as of the signature date of the last Party to sign this Agreement (the "Effective Date"), and shall remain in effect until December 31, 2021, unless sooner terminated pursuant to paragraph 21 below. Notwithstanding the foregoing, the indemnification provisions set forth in paragraph 11 below shall survive termination of this Agreement.

8. *Relationship of the Parties.* In the performance of the services contemplated by this Agreement, Perimeter shall act solely as an independent contractor, and nothing expressed or implied in this Agreement shall be construed to create the relationship of employer and employee, partnership, principal and agent, or to create a joint venture between the Town and Perimeter.

9. *Use of names, trademarks, logos and seal.* The Town grants Perimeter a limited license to use, at no cost, the Town's name, logo and seal in Perimeter's performance of the services described in this Agreement. Perimeter shall not use the Town's name, logo, and seal for any other purpose or use. Perimeter shall not modify, revise or alter the Town's logo and seal in any way. Perimeter grants the Town a limited license to use, at no cost, Perimeter's El Tour de Tucson name, trademarks, and logos in the Town's performance of the services described in this agreement. The Town shall not use Perimeter's El Tour de Tucson name, trademarks, and logos for any other purpose or use. The Town shall not modify, revise or alter Perimeter's El Tour de Tucson trademarks and logos in any way.

10. *Insurance*. During the term of this Agreement, Perimeter shall maintain insurance from carriers acceptable to the Town with the following required minimum coverages and limits, and the Town shall be named as an additional insured on the commercial general liability insurance policy for the purposes of Perimeter's activities in relation to the events covered by this Agreement:

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

a. Perimeter shall deliver one or more certificates of insurance evidencing coverage as described in this paragraph 10 to the Town upon execution of this Agreement and prior to commencing any activities pursuant to this Agreement. Perimeter shall also deliver new certificates of insurance each time the policy(s) is updated. All certificates shall be delivered to the Town's Legal Department.

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

c. All policies required pursuant to this paragraph 10 shall be endorsed to contain a waiver of transfer of rights of recovery (subrogation) against the Town, its agents, officers, officials, and employees for any claims arising out of Perimeter's work or service. Endorsements evidencing this waiver of subrogation shall be provided to the Town along with all other insurance documentation required by this paragraph 10.

d. The certificate(s) shall also stipulate that the insurance afforded Perimeter shall be primary insurance and that any insurance carried by the Town, its agents, officials or employees shall be excess and not contributory insurance to that provided by Perimeter. Coverage provided by Perimeter shall be primary insurance with respect to all other available sources.

e. The insurance requirements specified in this paragraph 10 may not be changed or modified except by written agreement signed by both Parties.

f. During the term of this Agreement Perimeter shall give the Town at least 30 calendar days' written notice prior to a planned cancellation or reduction of any coverage required by this paragraph 10. Perimeter shall give the Town immediate notice of any other cancellation or reduction of any coverage required by this para-

graph 10. Cancellation or reduction of any coverage required by this paragraph 10 is grounds for termination of this Agreement by the Town.

11. *Indemnification.* Perimeter agrees to defend, save, hold harmless, and indemnify the Town, its officials, employees, agents, successors, and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise caused by or resulting from Perimeter's errors, omissions, or negligent acts in the performance of services pursuant to this Agreement, or the errors, omissions or negligent acts of any party Perimeter contracts with in the performance of services pursuant to this Agreement, anyone directly or indirectly employed by Perimeter, or anyone for whose acts Perimeter may be liable.

12. *Notices.* All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to the Town, to:

TOWN OF MARANA
Attn: Town Manager
11555 W. Civic Center Drive - Bldg A3
Marana, AZ 85653

With a copy to:

TOWN OF MARANA
Attn: Town Attorney
11555 W. Civic Center Drive - Bldg A3
Marana, AZ 85653

If to Perimeter, to:

PERIMETER BICYCLING ASSOCIATION OF AMERICA, INC.
Attn: TJ Juskiewicz
2609 E. Broadway Boulevard
Tucson, Arizona 85716
tj@eltourdetucson.org

With a copy to:

PERIMETER BICYCLING ASSOCIATION OF AMERICA, INC.
Attn: Christiana Benson
2609 E. Broadway Boulevard
Tucson, Arizona 85716
cbenson015@gmail.com

Either Party may from time to time designate any other address for this purpose by written notice to the other Party. All notices under this Agreement shall be deemed received upon actual receipt.

13. *Entire agreement.* This Agreement constitutes the entire agreement and understanding of the Parties pertaining to the subject matter of the Agreement and super-

sedes all offers, negotiations, and other agreements of any kind. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded and merged in this Agreement.

14. *Authority to execute agreement.* The individuals executing this Agreement hereby represent that they have full right, power, and authority to execute this Agreement on behalf of their respective Parties.

15. *Force majeure.* Notwithstanding any other term, condition or provision of this Agreement to the contrary, if any Party to this Agreement is precluded from satisfying or fulfilling any duty or obligation imposed upon it due to labor strikes, material shortages, war, civil disturbances, weather conditions, natural disasters, acts of God, or other events beyond the control of such Party, the time period provided herein for the performance by such Party of such duty or obligation shall be extended for a period equal to the delay occasioned by such events.

16. *Immigration laws.* Perimeter warrants that it will at all times comply with all federal immigration laws and regulations that relate to its employees and with Arizona Revised Statutes section (A.R.S. §) 23-214 (A). Perimeter acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the Town retains the legal right to inspect the papers of any employee who performs work or services pursuant to this Agreement to ensure compliance with this warranty.

17. *Israel Boycott Divestments*. Perimeter certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of Israel as defined by A.R.S. §35-393

18. *Conflict of interest.* This Agreement is subject to the provisions of A.R.S. § 38-511, which provides for termination in certain instances involving conflicts of interest.

19. *Attorneys' fees.* The prevailing Party in a civil action to enforce this Agreement shall be entitled to recover from the other Party, in addition to any relief to which such prevailing Party may be entitled, all costs, expenses and reasonable attorneys' fees incurred in connection with that civil action.

20. *Governing law*. This Agreement shall be construed in accordance with the laws of the State of Arizona.

21. *Termination.*

a. This Agreement shall be terminated without further action by the Parties if the 38th El Tour de Tucson event, as described in this Agreement, is cancelled for any reason. If the event is cancelled, Perimeter shall refund to the Town all financial support provided by the Town to Perimeter pursuant to paragraph 1 of this Agreement within 30 days of cancellation of the event.

b. The parties understand that there is a possibility that the April 10, 2021 event date may be postponed, and the parties agree to abide by the terms set forth in this Agreement if the 38th El Tour Event is postponed to a later date in 2021

c. This Agreement may be terminated without further liability on 30 days' prior written notice by either Party upon a default by the other Party of any covenant or term of this Agreement, which default is not cured within 30 days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such 30-day period and the defaulting party has started to cure the default within the 30-day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten days from receipt of written notice.

d. This Agreement may be terminated by mutual written agreement of the Parties.

22. *Miscellaneous.*

a. This Agreement may not be modified except in a writing signed by both of the Parties.

b. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience, and do not define, limit, construe or describe the scope or intent of such sections or articles of this Agreement.

c. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original and all of which, taken together, shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed this instrument below.

The "Town":

TOWN OF MARANA, an Arizona municipal corporation

_____

Ed Honea, Mayor

Date:_____

ATTEST:

_____

Town Clerk Date

APPROVED AS TO FORM:

_____

Town Attorney Date

"Perimeter":

PERIMETER BICYCLING ASSOCIATION OF AMERICA, INC., an Arizona nonprofit corporation

_____

TJ Juskiewicz, Executive Director

Date_____

Federal I.D. # _____

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by TJ Juskiewicz, Executive Director of PERIMETER BICYCLING ASSOCIATION OF AMERICA, INC., an Arizona nonprofit corporation, on behalf of the corporation.

(Seal)

_____

Notary Public

LIST OF EXHIBITS

Exhibit A: 28 Mile Event Start Benefits

Exhibit A
28 Mile Event Start Benefits

1.	Official Event Sponsor Title (TOWN OF MARANA EL TOUR DE TUCSON 28 MI EVENT PRESENTED BY GLADDEN FARMS)
2.	Mayor or another dignitary has the first right of refusal to start the event
3.	All Medallions that are presented to the 28 mile finishers will carry the name of the Town of Marana on the ribbon that is attached to the 28 mile Medallion
4.	All 28 mile placement awards will be named after the Town of Marana: 1st through 4th place male and female
5..	Town of Marana logo on El Tour Route Map
6..	Logo on El Tour de Tucson Sponsor Page
7.	Link from El Tour de Tucson website to the Town of Marana Website
8.	Exposure in Virtual Goodie Bag
9.	Branded Town of Marana 28 Mile Presented by _____ Sponsor Race Packets
10.	(4) Town of Marana Sponsor banners (printed by Sponsor) placed along Main Start/Finish Line in Downtown Tucson
11.	Town of Marana Logo on EL Tour Jersey (2nd Edition), T-shirt (2nd edition), and poster (2nd Edition)
12.	Full Page e-Tailwinds Newsletter Ad produced by Town of Marana
13.	The Town of Marana will be the Event Start Sponsor of the 38th El Tour 28-Mile cycling event
14..	Town of Marana 2-sided promotional banner (printed by Perimeter) for Marana Start/Finish Line

Council-Regular Meeting **C5**

Meeting Date: 02/16/2021

To: Mayor and Council

From: Kristin Taft, Grants Manager

Date: February 16, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-020: Relating to Police Department; approving and authorizing the Town Manager to execute Subrecipient Agreements No. 20-AZDOHS-OPSG-200420-01 and No. 20-AZDOHS-OPSG-200420-02 with the Arizona Department of Homeland Security for purposes of receiving funds under the FFY20 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 twelve straight years. 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 2021-2022, the Town was awarded $384,135 under subgrantee agreement number 200420-01 and awarded $39,280 under subgrantee award number 200420-02 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.

Financial Impact:

Fiscal Year:	2021
Budgeted Y/N:	Y
Amount:	$423,415

Funding has been awarded to support overtime/mileage reimbursement ($384,135) and equipment purchases ($39,280) for 1 portable radio and 5 license plate subscription renewals. There is no match requirement from the Town for the
funding. Budget authority already exists in 21500000-7170 and will be transferred to the new Stonegarden project number within the same fund.

Staff Recommendation:

Staff recommends approval of the Subgrantee Agreements with the Arizona Department of Homeland Security for purposes of receiving funds under the 2020 Operation Stonegarden Grant Program.

Suggested Motion:

I move to adopt Resolution No. 2021-020 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 FY 2020 Operation Stonegarden Grant Program.

Attachments

Resolution No. 2021-020

Exhibit A - Grant Agreement 200420-01

Exhibit B - Grant Agreement 200420-02

Award Letters

MARANA RESOLUTION NO. 2021-020

RELATING TO POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE SUBRECIPIENT AGREEMENTS NO. 20-AZDOHS-OPSG-200420-01 AND NO. 20-AZDOHS-OPSG-200420-02 WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY FOR PURPOSES OF RECEIVING FUNDS UNDER THE FFY20 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 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. Subrecipient Agreements No. 20-AZDOHS-OPSG-200420-01 and No. 20-AZDOHS-OPSG-200420-02 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 Exhibits A and B, 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 16th day of February, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

SUBRECIPIENT AGREEMENT
OPERATION STONEGARDEN GRANT PROGRAM
OVERTIME-MILEAGE

20-AZDOHS-OPSG-_____
(Enter Subrecipient Agreement number above (e.g., 200XXX-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 **January 1, 2021 and shall terminate on March 31, 2022**. 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-2020-SS-00017-S01 and CFDA #97.067:

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

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).

Article AM - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Per 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018):

1. AZDOHS Subrecipients may not use any FEMA funds under open or new awards to:
   a. Procure or obtain any equipment, system, or service that uses "covered telecommunications equipment or services" (as defined in ¶2 of this Article AM) as a substantial or essential component of any system, or as critical technology of any system;
   b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
   c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

2. For purposes of this Article AM "covered telecommunications equipment or services" means:
   a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
   b. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
   c. Telecommunications or video surveillance services provided by such entities or using such equipment; or
   d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

3. FEMA grant funding may be permitted to procure replacement equipment and services impacted by this Article AM. Subrecipients should refer to applicable program guidance or contact the AZDOHS to determine if replacement equipment or services are eligible under the awarded grant program.

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, Reuben Nunez
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

XXXVII. 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
Terry Rozema, 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

20-AZDOHS-OPSG-_____
(Enter Subrecipient Agreement number above (e.g., 200XXX-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 **January 1, 2021 and shall terminate on March 31, 2022**. 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-2020-SS-00017-S01 and CFDA #97.067:

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

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).

Article AM - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Per 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018):

1. AZDOHS Subrecipients may not use any FEMA funds under open or new awards to:
   a. Procure or obtain any equipment, system, or service that uses "covered telecommunications equipment or services" (as defined in ¶2 of this Article AM) as a substantial or essential component of any system, or as critical technology of any system;
   b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
   c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

2. For purposes of this Article AM "covered telecommunications equipment or services" means:
   a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
   b. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
   c. Telecommunications or video surveillance services provided by such entities or using such equipment; or
   d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

3. FEMA grant funding may be permitted to procure replacement equipment and services impacted by this Article AM. Subrecipients should refer to applicable program guidance or contact the AZDOHS to determine if replacement equipment or services are eligible under the awarded grant program.

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, Reuben Nunez
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

XXXVII. 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
Terry Rozema, 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

December 30, 2020

Chief Terry Rozema
Marana Police Department
11555 W. Civic Center Drive
Marana, AZ 85653

Subject: FFY 2020 Operation Stonegarden Grant Program Award
Subrecipient Agreement Number: **200420-01**
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 **$384,135.** The grant performance period is **January 1, 2021 through March 31, 2022.** 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 2020 federal award date as indicated in the U.S. DHS award package is 09/01/2020 with a total amount of funding of $25,332,352.00. The Federal Award Identification Number is EMW-2020-SS-00017-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 2020:

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 April 30, 2021 this award is rescinded and the funds will be reallocated.**

1700 West Washington Street Suite 210 Phoenix, Arizona 85007
Office: (602) 542-7013 Fax: (602) 542-1729 www.azdohs.gov

FY 2020 Operation Stonegarden Grant Program
Overtime/ERE/Mileage - Budget Detail
Agency: Marana PD
Grant#: 200420-01

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. Subrecipient agrees to the funding shown here:

OVERTIME	ERE	MILEAGE	TOTAL AWARD
$260,327.88	$110,457.12	$13,350	$384,135

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

FFY 2020

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.

Governor Douglas A. Ducey

State of Arizona
Department of Homeland Security

Director Gilbert M. Orrantia

December 30, 2020

Chief Terry Rozema
Marana Police Department
11555 W. Civic Center Drive
Marana, AZ 85653

Subject: FFY 2020 Operation Stonegarden Grant Program Award
Subrecipient Agreement Number: **200420-01**
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 **$384,135.** The grant performance period is **January 1, 2021 through March 31, 2022.** 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 2020 federal award date as indicated in the U.S. DHS award package is 09/01/2020 with a total amount of funding of $25,332,352.00. The Federal Award Identification Number is EMW-2020-SS-00017-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 2020:

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 April 30, 2021 this award is rescinded and the funds will be reallocated.**

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

December 30, 2020

Chief Terry Rozema
Marana Police Department
11555 W. Civic Center Drive
Marana, AZ 85653

Subject: FFY 2020 Operation Stonegarden Grant Program Award
Subrecipient Agreement Number: **200420-02**
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 **$39,280.** The grant performance period is **January 1, 2021 through March 31, 2022.** 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 2020 federal award date as indicated in the U.S. DHS award package is 09/01/2020 with a total amount of funding of $25,332,352.00. The Federal Award Identification Number is EMW-2020-SS-00017-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 2020:

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 April 30, 2021 this award is rescinded and the funds will be reallocated.**

FY 2020 Operation Stonegarden Grant Program
Budget Detail - Equipment
Agency: Marana PD
Grant#: 200420-02

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	AEL	QUANTITY	COST/UNIT	TOTAL COST	TOTAL AWARD
LPR Camera Renewal	03OE-01-ALPR	5	$6,300	$31,500	
Portable Radios	06CP-01-PORT	1	$7,780	$7,780	
					$39,280

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

FFY 2020

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

December 30, 2020

Chief Terry Rozema
Marana Police Department
11555 W. Civic Center Drive
Marana, AZ 85653

Subject: FFY 2020 Operation Stonegarden Grant Program Award
Subrecipient Agreement Number: **200420-02**
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 **$39,280.** The grant performance period is **January 1, 2021 through March 31, 2022.** 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 2020 federal award date as indicated in the U.S. DHS award package is 09/01/2020 with a total amount of funding of $25,332,352.00. The Federal Award Identification Number is EMW-2020-SS-00017-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 2020:

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 April 30, 2021 this award is rescinded and the funds will be reallocated.**

1700 West Washington Street Suite 210 Phoenix, Arizona 85007
Office: (602) 542-7013 Fax: (602) 542-1729 www.azdohs.gov

Council-Regular Meeting **C6**

Meeting Date: 02/16/2021

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: February 16, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-021: Relating to Utilities; approving and authorizing the Mayor to execute the Settlement Agreement regarding Public Water Infrastructure Participation and Water Service Agreement with Marana Technology Campus, L.L.C. and Northwest Storage, L.L.C. (Jane Fairall)

Discussion:

The Town and Marana Technology Campus, L.L.C. and Northwest Storage, L.L.C. (the "Owners") entered into the "Public Water Infrastructure Participation and Water Service Agreement (Marana Technology Campus)," approved by Council on August 5, 2014, via Resolution No. 2014-074 (the "Original Agreement"). Paragraph 3 of the Original Agreement provided that the
Owners were obligated to design and construct an approximately 970 linear foot 16-inch PVC X-Zone water main, along with other associated improvements, along the Marana Technology Campus frontage, from the western terminus of a Town-Constructed Water Main (as defined in the Original Agreement) to the western boundary of the Marana Technology Campus.

To date, the water main on the Marana Technology Campus frontage and other associated work addressed by paragraph 3 of the Original Agreement (the "Subject Water Main") has not been constructed, and the Town notified the Owners that it is prepared to file a lawsuit to compel its construction. The parties have agreed to enter into the proposed Settlement Agreement to resolve their dispute without litigation.

Pursuant to the terms of the Settlement Agreement, the Owners shall complete construction of the Subject Water Main by the earlier of (i) the Owners' sale of the Owners' remaining land on the Campus or (ii) the second anniversary of the Settlement

Agreement. The Owners and their successors in interest will not seek and the Town will not grant occupancy permits for any structure on the Owners' land unless and until the Owners have completed the construction of the Subject Water Main.

Staff Recommendation:

Staff recommends approval of the Settlement Agreement.

Suggested Motion:

I move to adopt Resolution No. 2021-021, approving and authorizing the Mayor to execute the Settlement Agreement regarding Public Water Infrastructure Participation and Water Service Agreement with Marana Technology Campus, L.L.C. and Northwest Storage, L.L.C.

Attachments

Resolution No. 2021-021

Exhibit A- Settlement Agreement

MARANA RESOLUTION NO. 2021-021

RELATING TO UTILITIES; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE SETTLEMENT AGREEMENT REGARDING PUBLIC WATER INFRASTRUCTURE PARTICIPATION AND WATER SERVICE AGREEMENT WITH MARANA TECHNOLOGY CAMPUS, L.L.C. AND NORTHWEST STORAGE, L.L.C.

WHEREAS the Town and Marana Technology Campus, L.L.C. and Northwest Storage, L.L.C. (the "Owners") entered into the "Public Water Infrastructure Participation and Water Service Agreement (Marana Technology Campus)," approved by the Town Council on August 5, 2014, via Resolution No. 2014-074 (the "Original Agreement"); and

WHEREAS pursuant to the terms of the Original Agreement, the Owners were obligated to design and construct a water main, along with other associated improvements, along the Marana Technology Campus frontage; and

WHEREAS to date, the water main on the Marana Technology Campus frontage and other associated work addressed by the Original Agreement (the "Subject Water Main") has not been constructed; and

WHEREAS the Town notified the Owners that it is prepared to file a lawsuit to compel construction of the Subject Water Main; and

WHEREAS the parties have agreed to enter into a Settlement Agreement to resolve their dispute without litigation; and

WHEREAS the Mayor and Council of the Town of Marana find that the best interests of Marana and its citizens are served by entering into a Settlement Agreement with the Owners.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Settlement Agreement with Marana Technology Campus, L.L.C. and Northwest Storage, L.L.C., attached to and incorporated within this Resolution as Exhibit A, is hereby approved, the Mayor is authorized and directed to sign it for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out its terms, obligations, and objectives..

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of February, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

SETTLEMENT AGREEMENT REGARDING PUBLIC WATER INFRASTRUCTURE PARTICIPATION AND WATER SERVICE AGREEMENT TOWN OF MARANA, ARIZONA

(Marana Technology Campus)

This Settlement Agreement regarding Public Water Infrastructure Participation and Water Service Agreement (this "Settlement") is made and entered into by and between MARANA TECHNOLOGY CAMPUS, L.L.C., an Arizona limited liability company; NORTHWEST STORAGE, L.L.C., an Arizona limited liability company; and the TOWN OF MARANA, an Arizona municipal corporation (the "Town"). MARANA TECHNOLOGY CAMPUS, L.L.C. and NORTHWEST STORAGE, L.L.C. are collectively referred to as the "Owners." The Owners and the Town are sometimes collectively referred to in this Settlement as the "Parties," either of which is sometimes referred to as a "Party."

RECITALS

A. The Parties entered into the "Public Water Infrastructure Participation and Water Service Agreement (Marana Technology Campus)," recorded in the Pima County Recorder's office on August 14, 2014 at Sequence 20142260255 (the "Original Agreement").

B. Paragraph 3 of the Original Agreement provided:

> "3. **Owners' obligation to design and construct the water main on the Marana Technology Campus frontage.** Before the Town provides potable water service and 1,500 gpm maximum fire flow to the Marana Technology Campus, the Owners shall design and construct all of the following:
>
> "a. An approximately 970 linear foot 16-inch PVC X-Zone water main along the Marana Technology Campus frontage, from the western terminus of the Town-Constructed Water Main to the western boundary of the Marana Technology Campus.
>
> "b. A 16-inch valve, box and cover.
>
> "c. A tie-in to the Town-Constructed Water Main.
>
> "d. A 2-inch drain valve assembly at the western terminus of the water main referenced in subparagraph 3.a above, for future connections."

C. To date, the water main on the Marana Technology Campus frontage and other associated work addressed by paragraph 3 of the Original Agreement (all collectively referred to in this Settlement as the "Subject Water Main") has not been constructed, and the Town has notified the Owners that it is prepared to file a lawsuit to compel its construction.

D. The Owners retain ownership of the land fronting the Subject Water Main (which land is referred to as the "Owners' Remaining Land"), identified as Pima County Assessor's Parcel No.

216-08-003B, and consisting of an approximately 6.86 acre parcel described as the north 432.34 feet of the west 970 feet of the east 1000 feet of the North half of Lot 2, Section 5, Township 12 South, Range 12 East, excluding existing public rights-of-way.

E. The Owners previously constructed and installed approximately 930 feet of a 16-inch water main along the Marana Technology Campus on Breakers Road, as required by the Town, to obtain water service to other property owned by the Owners, and because the Town accepted the dedication of such main, the Owners believed their obligation under the Original Agreement was thereby fulfilled.

F. The Parties enter into this Settlement to resolve their dispute without litigation.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals, which are incorporated here as the intention of the Parties in entering into this Settlement, the Parties agree as follows:

1. **Owners' construction of the Subject Water Main.** The Owners shall complete construction of the Subject Water Main by the earlier of (i) the Owners' sale of the Owners' Remaining Land or (ii) the second anniversary of this Settlement.

2. **Engineering plans.** The Owners shall hire and pay a registered civil engineer to submit to the Town design plans for the Subject Water Main consistent with the provisions of the Original Agreement and this Settlement. The design plans shall be submitted to the Town no later than 180 days after the Effective Date of this Settlement.

3. **No occupancy permits.** The Owners and their successors in interest will not seek and the Town will not grant occupancy permits for any structure on the Owners' Remaining Land unless and until the Owners have completed the construction of the Subject Water Main.

4. **Permits and fees.** The Owners shall obtain all governmental approvals and permits and pay all adopted fees for the construction of the Subject Water Main.

5. **Survey and topo.** The Owners may construct the Subject Water Main using existing survey and topographical information. If any topography has changed in the field since the time of the original survey, the Owners (and not the Town) will be responsible for any design or construction changes as a result of the discrepancy.

6. **Drainage report.** The Owners shall not be required to submit any additional drainage report for the construction of the Subject Water Main. The work will be completed using the drainage accompanying the 30% plans for the Tangerine Corridor Project, which establishes existing flow volumes. The Owners' engineer must calculate scour depths to ensure the Subject Water Main is buried deep enough to avoid damage from flooding. The scour depths and calculation will be reviewed by and acceptable to the Town Engineer and the Town Water Director.

7. **Archaeology.** All archeological studies associated with the Subject Water Main have been completed. No additional archeological testing or work is required before commencement of construction of the Subject Water Main. Nothing in this paragraph changes or reduces the Owners' obligations under Arizona Revised Statutes sections 41-844 ("duty to report discoveries; disposition

of discoveries; definitions") and 41-865 ("disturbing human remains or funerary objects; rules; violation; classification; definitions").

8. **Water modeling.** No water modeling will be required in association with the Owners' construction of the Subject Water Main.

9. **Construction material.** The previously submitted plans for the Subject Water Main (prepared by The WLB Group, Plan No. ENG1510-002 and W-2015-002 engineer-stamped by Corey Thompson dated January 8, 2016) included a design for ductile iron pipe, not PVC. PVC will be acceptable for construction of the Subject Water Main except in locations where the design conditions require otherwise (e.g. under proposed box culvert, scour areas, etc.).

10. **Notices.** Any notice required under this Settlement shall be complete when sent via First Class Mail or hand delivered to the following addresses. Any Party may change their address for purposes of notice under this Settlement by mailing a notice of change of address to the other Party.

Owners: MARANA TECHNOLOGY CAMPUS, L.L.C.
c/o Douglas J. Gratzer, Member
8061 West Tangerine Road
Marana, AZ 85658

NORTHWEST STORAGE, L.L.C.
c/o Douglas J. Gratzer, Member
8061 West Tangerine Road
Marana, AZ 85658

Town: Town of Marana
c/o Marana Legal Department
11555 West Civic Center Drive
Marana, AZ 85653

11. **Governing law.** This Settlement shall be governed by and interpreted in accordance with the laws of the State of Arizona, and any lawsuit to enforce any provision of this Settlement or to obtain any remedy with respect to this Settlement shall be brought in the Pima County Superior Court, and for this purpose the Parties expressly and irrevocably consent to the jurisdiction of the Pima County Superior Court.

12. **Court costs and reasonable attorneys' fees to prevailing Party in dispute.** If a Party fails to perform any of its obligations under this Settlement, or if a dispute arises concerning the meaning or interpretation of any provision of this Settlement, the prevailing Party shall be entitled to all court costs and reasonable attorneys' fees incurred in enforcing or establishing its rights under this Settlement.

13. **Cancellation for conflicts.** This Settlement is subject to A.R.S. § 38-511, which provides for cancellation of contracts in certain instances involving conflicts of interest.

14. **Counterparts.** This Settlement may be executed in any number of counterparts. Each counterpart shall be deemed an original, but all counterparts shall constitute but one agreement.

15. **Recording; binding effect.** After being signed by all Parties, this Settlement shall be recorded in the office of the Pima County Recorder and shall be binding upon all successor owners of the Owners' Remaining Land.

16. **Effective date.** The date of this Settlement (the "Effective Date") shall for all purposes be the last Party's signature date on this Settlement.

The "Owners":

MARANA TECHNOLOGY CAMPUS, L.L.C., an Arizona limited liability company

By:_____
Douglas J. Gratzer, Member

NORTHWEST STORAGE, L.L.C., an Arizona limited liability company

By:_____
Douglas J. Gratzer, Member

The "Town":

TOWN OF MARANA, an Arizona municipal corporation

By:_____
Ed Honea, Mayor

Date:_____

ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 13 day of January, 2020, by Douglas J. Gratzer, Member of MARANA TECHNOLOGY CAMPUS, L.L.C., an Arizona limited liability company, on behalf of the LLC.

(Seal) DARLENE L WATKINS Notary Public, State of Arizona Pima County My Commission Expires March 01, 2021

_____
Notary Public

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 13 day of January, 2020, by Douglas J. Gratzer, Member of NORTHWEST STORAGE, L.L.C., an Arizona limited liability company, on behalf of the LLC.

(Seal) DARLENE L WATKINS Notary Public, State of Arizona Pima County My Commission Expires March 01, 2021

_____
Notary Public

Council-Regular Meeting **C7**

Meeting Date: 02/16/2021

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: February 16, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-022: Relating to Community and Neighborhood Services; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for the management and implementation of the 2020-2021 Community Development Block Grant Program (Lisa Shafer)

Discussion:

The Community Development Block Grant (CDBG) program, established by Congress in 1974, provides communities with resources to address a wide range of unique community development needs. Administered by the U.S. Department of Housing and Urban Development (HUD), the CDBG program provides annual grant funding, on a formula basis, to 1209 general units of local government and states. HUD awards grants to entitlement community grantees to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services.

Entitlement communities develop their own programs and funding priorities. However, grantees must give maximum feasible priority to activities which benefit low- and moderate-income persons. A grantee may also carry out activities which aid in the prevention or elimination of slums or blight. Additionally, grantees may fund activities when the grantee certifies that the activities meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. CDBG funds may not be used for activities which do not meet these broad national objectives.

Eligible grantees include: principal cities of Metropolitan Statistical Areas (MSAs); other metropolitan cities with populations of at least 50,000; and qualified urban counties with

populations of at least 200,000 (excluding the population of entitled cities). HUD determines the amount of each entitlement grant by a statutory dual formula which uses several objective measures of community needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth lag in relationship to other metropolitan areas. Because the Town does not meet the entitled communities criteria yet, any CDBG funding received by the Town must be allocated by Pima County. These funds are subject to both the federal CDBG guidelines and the HUD-approved plan developed by Pima County. The Town is able to apply for use of a portion of Pima County's CDBG funding through an annual proposal process.

Earlier this year the Town applied for funding in four specific programs (Colonia Neighborhood Cleanup, Emergency Home Repair and Owner Occupied Housing Rehabilitation) and for funding to cover the cost of administering programs that address the needs of low-to moderate-income families. Pima County awarded the Town of Marana $60,000 from the 2020-2021 Community Development Block Grant Program. The grant provided funding for Administration ($13,000), Colonia Clean-up ($10,000), Emergency Home Repair ($18,500) and Owner Occupied Housing Rehabilitation ($18,500). This is same amount of funding as the past three funding cycles.

Financial Impact:

Fiscal Year:	2021
Budgeted Y/N:	Yes
Amount:	$60,000

This funding does not require any match or leveraged funding. All services will be provided with direct cost reimbursement.

Staff Recommendation:

Staff recommends approval of the intergovernmental agreement between Pima County and the Town of Marana for the management and implementation of the 2020-2021 Community Development Block Grant Program.

Suggested Motion:

I move to adopt Resolution No. 2021-022, approving and authorizing the Mayor to execute the intergovernmental agreement between Pima County and the Town of Marana for the management and implementation of the 2020-2021 Community Development Block Grant Program.

Attachments

Resolution No. 2021-022
IGA

MARANA RESOLUTION NO. 2021-022

RELATING TO COMMUNITY AND NEIGHBORHOOD SERVICES; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF MARANA FOR THE MANAGEMENT AND IMPLEMENTATION OF THE 2020-2021 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS the Town of Marana recognizes the need to provide safe affordable housing and neighborhood infrastructure for its citizens and has applied for Community Development Block Grant (CDBG) funding for these purposes; and

WHEREAS Pima County has been awarded funding from the U.S. Department for Housing and Urban Development under the CDBG program for the 2020-2021 federal fiscal year; and

WHEREAS the Town of Marana has been selected as a sub-grantee through Pima County's proposal process; and

WHEREAS Pima County and the Town of Marana may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. §11-952 *et seq.*; 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, ARIZONA, AS FOLLOWS:

SECTION 1. The intergovernmental agreement between Pima County and the Town of Marana, in the form 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.

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 intergovernmental agreement.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 16th day of February, 2021.

Mayor Ed Honea

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Pima County Department of Community and Workforce Development	
Project:	Management and Implementation of the Community Development Block Grant (CDBG) Program
Contractor:	Town of Marana 11555 West Civic Center Drive Marana, Arizona 85653
Amount:	$60,000.00
Contract No.:	CT-CR-21-188
Funding:	U.S. Department of Housing and Urban Development

Contract Term: July 1, 2020 through September 30, 2021				
DUNS No.: 098034143				
Research or Development:	☐ Yes ☒ No			
Federal Contract No.: B-20-UC-04-0502				
Required Match:	☐ Yes ☒ No	**Match Amount:**		
Indirect Cost Rate:	☐ Federal	☐ NICR	☐ de minimis	☒ None
Status of Contractor:	☒ Subrecipient	☐ Contractor		

CFDA	Program Description	Nation Funding	Pima County Award
14.218	Community Development Block Grant/Entitlement Communities (CDBG)	FY20 $3,398,087,174.00	FY20 $2,971,153.00

INTERGOVERNMENTAL AGREEMENT

1.0 Parties, Background, and Purpose

1.1 Parties. This Intergovernmental Agreement ("Agreement") is entered into by and between Pima County ("County"), a body politic and corporate of the State of Arizona and the Town of Marana ("Subrecipient"), a municipal corporation in the State of Arizona.

1.2 Authority. The parties may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951 *et seq*. County is authorized by A.R.S. §§ 11-254.04, 11-251 (5) and 11-251 (17), to spend public monies to improve and enhance the economic welfare and health of the inhabitants of the County. Subrecipient is authorized by A.R.S. § 9-500.11 to expend public monies for and in connection with economic development activities. County applied for and received Community Development Block Grant ("CDBG") funds in the amount of $2,971,153 in from the U.S. Department of Housing and Urban Development ("HUD"), under Title I of the Housing and Community Development Act of 1974, as amended (Public Law 93-383).

1.3 Solicitation and Response. Under solicitation number CDNC-10-15-19-CDBG-ESG ("2020-2021 Community Planning Application"), County sought proposals for programs and activities that would qualify for CDBG funding during Federal Fiscal Year ("FY") 2020-2021.Subrecipient submitted response to the 2020-2021 Community Planning Application. County has determined that the

services or activities proposed in Subrecipient's response to the Community Planning Application are eligible for this subaward of CDBG funding and in the best interests of the residents of Pima County.

1.4 Background and Purpose. On May 5, 2020 the Pima County Board of Supervisors (the "Board") authorized inclusion of Subrecipient's proposal for use of CDBG funds in the 2020-2021 Annual Action Plan that County submitted to HUD to obtain the FY 2020-2021 CDBG funds. The Board also passed Resolution No. 2020-31 approving the allocation of $15,000 of FY 2020-2021 CDBG funds to Subrecipient.

2.0 Term, Extensions, and Amendments

2.1 Term and Extensions. This Agreement commences on July 1, 2020 and terminates on September 30, 2021 (the "Initial Term"). If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date. "Term," means the original term plus any exercised Extension Options. County may renew this Agreement for up to a total of five years to coincide with the term of County's Consolidated Plan submitted to HUD (an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

2.2 Amendments. The provisions of this Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties. Any amendment to the Agreement must be approved by County before any services under the amendment commences. Minor modifications may be made by written memorandum approved and signed by the Director of the Pima County Department of Community & Workforce Development ("CWD") or designee. Minor modifications are changes in the scope, which do not change the specified purpose**,** outcomes or the total compensation provided through this Agreement and do not in any way increase the direct or indirect liability of County under this Agreement.

2.3 Survival. Notwithstanding paragraph 2.1, the terms of this Agreement will survive and remain in effect during any period that Subrecipient has control over CDBG funds, including program income.

3.0 Scope of Services.

Subrecipient shall provide County with the services described in Exhibit A. Subrecipient shall also obtain and maintain all required licenses, permits, and authority required for performance under this Agreement. Subrecipient shall employ suitably trained and skilled personnel to perform all services under this Agreement. Unless otherwise provided for herein, the personnel delivering services pursuant to this Agreement will: 1) be employees or volunteers of the Subrecipient; 2) satisfy any qualifications in this Agreement; and 3) be covered by personnel policies and practices of Subrecipient. No program funded under this Agreement may impair existing contracts for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned. Subrecipient shall maintain an accounting manual that describes its financial procedures in sufficient detail to ensure that its financial practices are easily understood.

4.0 Monitoring and Evaluation

4.1 County will monitor all activities and information sources in the management, fiscal, and services systems of Subrecipient and any subcontracted parties relating to performance of duties and obligations under this Agreement to ensure that Subrecipient is:

4.1.1 Making adequate and acceptable progress in the provision of services;

4.1.2 Maintaining adequate and acceptable systems to document services and expenditures; and

4.1.3 Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.

4.2 Subrecipient shall cooperate in the monitoring and evaluation process by County and/or HUD. Subrecipient shall assist County in providing reports and documentation to HUD related to Subrecipient's performance and, where applicable, the impact of the CDBG-funded activities on the community. If monitoring and evaluation finds that Subrecipient's performance is substandard, Subrecipient will be in default of this Agreement. If Subrecipient fails to take appropriate actions to correct the default within 15 calendar days from date of notice, this Agreement may be suspended or terminated. To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the HUD and the Comptroller of the United States, will at all reasonable times have the right of access to Subrecipient's facility, books, documents, papers, or other records which are pertinent to this Agreement, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Subrecipient's performance and Subrecipient's compliance with this Agreement.

5.0 Compensation and Payment

5.1 County shall pay Subrecipient up to $60,000 ("Maximum Allocated Amount"). County will make payments from CDBG Grant(s) County has been awarded from HUD ("awarding agency"). Payment of the full Maximum Allocated Amount is subject to the CDBG funds being made available to County for this Agreement. The Maximum Allocated Amount may be decreased at any time due to reduction, termination, or any other changes in funding. Unless specifically authorized by County, unexpended funds will not be carried over into another fiscal year. Pursuant to the agreement between HUD and County (Pima County Contract No. B-20-UC-04-0502) and the Pima County Board of Supervisors' approval of this allocation of CDBG funds to Subrecipient on May 5, 2020, Subrecipient may be reimbursed for eligible costs associated with activities under this Agreement as follows:

5.1.1 For eligible activities from and after October 1, 2020; and

5.1.2 For administrative costs incurred from and after July 1, 2020.

5.2 Subrecipient shall submit a request for reimbursement every month, even if no funds are being requested for the prior month. Requests for reimbursement are due as follows:

Agreement Month	Due date for Request for Reimbursement
January through April & July through December	30 calendar days from end of month
May	June 15
June	July 7

5.3 Each monthly request for reimbursement must be for services and costs as identified in Exhibit A and reference this Agreement number. The person(s) that prepared the request and an authorized manager, supervisor or executive of the Subrecipient must approve and sign each request to insure proper internal financial controls. In each request, Subrecipient shall include the amount of CDBG accrued expenditures, if any; program income, as defined by the awarding agency; and all other fiscal resources applied to expenses incurred in providing services under this Agreement.

5.4 Each request must be accompanied by documentation that includes, but is not limited to:

5.4.1 A summary report of monthly expenditures by expense categories as shown in approved budget in Exhibit A of this Agreement.

5.4.2 Copies of invoices and checks (front and back) to support all purchases of goods or services.

5.4.3 If reimbursement is authorized for travel, detailed travel reports to support all travel expenses.

5.4.4 Any other documentation requested by County.

5.5 Subrecipient shall include with each request an electronic copy with certified electronic signatures, of the Financial Status Report and Request for Funds. Hard copies, with original signatures, of the Financial Status Report and Request for Funds must be retained by Subrecipient in compliance with this Agreement, Section 21.0, Books and Records County will provide Subrecipient with a form similar to that attached hereto as Exhibit B upon execution of this Agreement.

5.6 If reimbursement is authorized for personnel costs, the monthly request for reimbursement must include: 1) time sheets or other records, signed by the employee and the employee's immediate supervisor with direct knowledge of employee's efforts for this Agreement, that specify the days, hours per day and total hours worked on the grant; and 2) accounting system report(s) specifying rate of pay and costs of employer paid benefits.

5.7 If Subrecipient is required to provide matching funds under the terms of the awarding agency, Subrecipient must also provide the documentation described in paragraphs 5.3 through 5.6 for the matching funds.

5.8 Subrecipient must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient may not bill the County for costs which are paid by another source. Subrecipient must notify County within ten days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.

5.9 If each request for payment includes adequate and accurate documentation, County will generally pay Subrecipient within 30 days from the date invoice is received. Subrecipient should budget cash needs accordingly. County may, at its sole discretion 1) determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement; liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient, and 3) deny full payment for requests for reimbursement that are submitted to County after the dates in paragraph 5.2. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date. Additionally, County may deny payment for any request for reimbursement received after the following dates:

Month Expense Incurred	Denial date
January through March July and August October through December	More than 60 days after the end of the month in which the expense was incurred
April and May	June 21
June	July 15
September	October 31

If payment is made on such a delinquent request, County will deduct its processing costs or delay-related damages.

5.10 Subrecipient must submit its request for final payment for compensation earned and/or eligible costs incurred to County within 15 working days after the end of the Agreement term. The request must meet the requirements in paragraphs 5.3 through 5.6 and include a report summarizing Subrecipient's performance during the term of the Agreement. Pursuant to A.R.S. § 11-622, County will deny reimbursement completely for requests for payment submitted later than six months after the last item of the account accrues.

5.11 No payments will be made to Subrecipient, until: 1) Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form; 2) Subrecipient has registered as a Pima County Vendor at the following web address -- https://secure.pima.gov/procurement/vramp/login.aspx); 3) this Agreement is fully executed; and 4) adequate and accurate documentation is provided with each request for payment or invoice.

5.12 The Director of CWD or designee has the sole discretion to grant changes between budget line items of no more than 15%. The change may not increase or decrease the maximum allocated amount. Subrecipient must submit a written request for the line item change on or before May 15 of the contract year. The written request must contain a detailed explanation of the reason the change is necessary; and how the specified purpose, program(s), metrics, or outcomes in this Agreement will continue to be met, despite the requested change. The change must be for future expenditures that are not part of the current existing and approved budget(s). The change may not be to cover unbudgeted expenditures incurred by Subrecipient prior to the approval of the written request for a budget line item change. If the Director of CWD or designee approves the request for the budget line item change, the change will not be effective, nor will compensation under the change be provided, until the date in the written approval.

5.13 Pursuant to 2 CFR § 2400.101, unless excepted under 24 CFR chapters I through IX, the cost principles in 2 CFR Part 200, Subpart E, will be used to determine whether an incurred cost will be reimbursed under this Agreement. Subrecipient must reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within 30 days following demand for reimbursement by County.

5.14 For the period of record retention required under Section 21.0, County may question any payment made under this Section 5.0 and require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

6.0 Program Income

County does not anticipate that program income, as defined by the awarding agency, will be generated under the activities of this Agreement. In the event that activities under this Agreement do generate program income or program income is authorized, Subrecipient shall report to County all program income, as defined at 24 CFR § 570.500(a), generated and received as a result of activities carried out with the CDBG-funds provided pursuant to this Agreement. These reports are due quarterly. Subrecipient shall also return program income to County within 15 days of the end of each month, unless otherwise specified in Exhibit A.

7.0 Insurance

7.1 Subrecipient will procure and maintain at its own expense insurance policies ("Required Insurance") satisfying the below requirements ("Insurance Requirements") until all of its obligations under this Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit Subrecipient's indemnity obligations under this Agreement. County in no way warrants that the required insurance is sufficient to protect the Subrecipient for liabilities that may arise from or relate to this Agreement. If necessary, Subrecipient may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

7.2 **Insurance Coverages and Limits:**

7.2.1 Commercial General Liability (CGL): Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than $2,000,000 Each Occurrence and $2,000,000 General Aggregate.

7.2.2 Business Automobile Liability: Coverage for any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Agreement with minimum limits not less than $1,000,000 Each Accident.

7.2.3 Workers' Compensation (WC) and Employers' Liability:

7.2.3.1 Workers' Compensation with Employers Liability limits of $1,000,000 each accident and $1,000,000 each employee – disease. Workers' Compensation statutory coverage is compulsory for employers of one or more employees.

7.2.3.2 Note: The Workers' Compensation requirement does not apply if Subrecipient is exempt under A.R.S. § 23-901 and has executed the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

7.3 **Additional Insurance Requirements:**

7.3.1 Insurer Financial Ratings: Coverage must be placed with insurers acceptable to County with A.M. Best rating of not less than A- VII, unless otherwise approved by County.

7.3.2 Additional Insured: The General Liability policy must be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Subrecipient. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

7.3.3 Wavier of Subrogation: Commercial General Liability and Workers' Compensation coverages must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the Subrecipient.

7.3.4 Primary Insurance: The Required Insurance policies, with respect to any claims related to this Agreement, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of a Subrecipient's deductible or Self Insurance Retention (SIR).

7.3.5 Subcontractors: Subrecipient must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Subrecipient must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Subrecipient must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

7.4 **Verification of Coverage:**

7.4.1 Insurer or Broker of Subrecipient must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:

7.4.1.1 The Pima County tracking number for this Agreement, which is shown on the first page of the Agreement, and a project description, in the body of the Certificate,

7.4.1.2 A notation of policy deductibles or SIRs relating to the specific policy, and

7.4.1.3 Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation wavier endorsements for County and its Agents.

7.4.2 Each Required Insurance policy and appropriate endorsements must be in effect not less than 15 days prior to commencement of work under this Agreement. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and wavier of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Agreement.

7.4.3 County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.

7.4.4 Cancellation Notice: Subrecipient's insurance policies and endorsements shall not be permitted to expire, be cancelled, suspended or materially changed from the agreed upon Insurance Requirements for any reason without 30 days advance written notice to County of the policy cancellation, suspension or material change. Subrecipient must provide written notice to County within two business days of receipt of notice. For cancellation of non-payment, Insurer is to provide County with written notice ten days prior to cancellation of policy.

7.5 **Insurance Approval and Modifications:** The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Agreement amendment, but the approval must be in writing. Neither County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Subrecipient, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

8.0 Indemnification

8.1 To the fullest extent permitted by law, Subrecipient will defend, indemnify and hold harmless Pima County, and any related taxing district, and the officials and employees and each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees)(collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Subrecipient or any of Subrecipient's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation law or arising out of the failure of Subrecipient to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Subrecipient from and against any and all claims. Subrecipient is responsible for primary loss investigation, defense and judgement costs for any claim to which indemnity applies. This indemnity will survive the expiration or termination of this Agreement.

8.2 Subrecipient warrants that services provided under this Agreement are non-infringing. Subrecipient will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this Agreement or from the provision, license, transfer or use for their intended purpose of any products provided under this Agreement.

8.3 Subrecipient has the same obligations to County as County does to HUD pursuant to the 2020-2021 Annual Action Plan and assurances. Subrecipient will hold County harmless against any injury that County may suffer with respect to HUD due to any failure on the part of Subrecipient to fulfill obligations to HUD.

9.0 Compliance with Laws

9.1 Subrecipient will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement.

9.2 The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must be brought in a court of the State of Arizona in Pima County.

9.3 Subrecipient will comply with the requirements of 24 CFR Part 570, including Subpart K of these regulations, except the Subrecipient does not assume: 1) County's environmental responsibilities described in 24 CFR § 570.604; and 2) County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

9.4 Subrecipient warrants that CDBG funds provided or personnel employed in the administration of the program funded under this Agreement will not be used for political activities; inherently religious activities; lobbying to influence the outcome of any election or the award of any federal contract, grant, loan or cooperative agreement (*see* Federal Standard Form LLL, "Disclosure of Lobbying Activities); political patronage; or nepotism activities.

9.5 Subrecipient will comply with the applicable provisions of:

9.5.1 Davis-Bacon Act (Public Law 107-217);

9.5.2 Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*);

9.5.3 Copeland Anti-Kick Back Act (18 USC 874 *et seq.*);

9.5.4 Section 3 of the HUD Act of 1968; and

9.5.5 All rules and regulations applicable to the listed statutes.

9.6 Subrecipient will fully cooperate with County, HUD and any other federal agency in the review and determination of compliance with the listed provisions.

9.7 Subrecipient certifies that no individual or agent has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage or contingent fee except a bona fide employee whose job duties include securing business.

10.0 Independent Contractor

Subrecipient is an independent contractor. Neither Subrecipient nor any of Subrecipient's officers, agents, or employees will be considered an employee of Pima County or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Subrecipient is responsible for paying all federal, state and local taxes on the compensation by Subrecipient under this Agreement and will indemnify and hold County harmless from any and all liability which County may incur because of Subrecipient's failure to pay such taxes. Subrecipient will be solely responsible for its program development, operation, and performance.

11.0 Subcontractors

Subrecipient will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract except prior written approval is not required for the purchase of supplies that are necessary and incidental to Subrecipient's performance under this Agreement. Subrecipient must follow all applicable Federal, State, and County rules and regulations for obtaining subcontractor services. Subrecipient will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts, any of them, may be liable to the

same extent that the Subrecipient is responsible for the acts and omissions of persons directly employed by it. Nothing in this Agreement will create any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law. Subrecipient must include the provision in paragraph 4.2 in all contracts between Subrecipient and its subcontractors providing goods or services pursuant to this Agreement. Subrecipient will be responsible for subcontractors' compliance with that provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with the provision.

12.0 Assignment

Subrecipient cannot assign its rights or obligations under this Agreement, in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.

13.0 Non-Discrimination

Subrecipient will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow down of all provisions and requirements to any subcontractors. During the performance of this Agreement, Subrecipient 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. Unless exempt under federal law, Subrecipient will comply with Titles VI and VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; Section 504 of the Rehabilitation Act of 1973; and the Fair Labor Standards Act of 1938.

14.0 Americans with Disabilities Act

Subrecipient will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 USC§§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35). Failure to do so could result in the termination of this Agreement.

15.0 Authority to Contract

Subrecipient warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to Subrecipient or any third party by reason of such determination or by reason of this Agreement.

16.0 Full and Complete Performance

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

17.0 Cancellation for Conflict of Interest

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511. Subrecipient agrees to comply with all applicable conflict of interest provisions contained in Federal laws and regulations that govern the awarding agency including 24 CFR §§ 84.42 and 570.611.

18.0 Termination and Suspension

18.1 Without Cause: County may terminate this Agreement at any time, without cause, by serving a written notice upon Subrecipient at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination.

18.2 With Cause: Except for a default under paragraph 4.2, County may terminate this Agreement at any time without advance notice and without further obligation to County finds Subrecipient to be in default of any provision of this Agreement.

18.3 Insufficient Funds: Notwithstanding paragraphs 18.1and 18.2, if any state or federal grant monies used to pay for performance under this Agreement are reduced or withdrawn, County will have the right to either reduce the services to be provided and the total dollar amount payable under this Agreement or terminate the Agreement. To the extent possible, County will endeavor to provide 15 days written notice of such reduction or termination. In the event of a reduction in the amount payable, County will not be liable to Subrecipient for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination to the extent that grant funds are available.

18.4 Non-Appropriation: Notwithstanding any other provision in this Agreement, County may terminate this Agreement if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to Subrecipient, other than for services rendered prior to termination.

18.5 Suspension: County reserves the right to suspend Subrecipient's performance and payments under this Agreement immediately upon notice delivered to Subrecipient's designated agent in order to investigate Subrecipient's activities and compliance with this Agreement. In the event of an investigation by County, Subrecipient will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within 45 days, whichever is sooner, County will notify Subrecipient in writing that the Agreement will be immediately terminated or that performance may be resumed.

19.0 Notice

Subrecipient must give written notice of any change of corporate or entity status as promptly as possible and, in any event, within 15 days after the change is effective. A change in corporate or entity status includes, but is not limited to, change from unincorporated to incorporated status and vice versa and any suspension or termination of corporate status based on failure to comply with all applicable federal, state, and local reporting requirements. Any notice required or permitted to be given under this Agreement must be in writing and must be served by delivery or by certified mail upon the other party as follows:

County:

Daniel Tylutki, Deputy Director
Pima County Department of
Community & Workforce Development
2797 East Ajo Way
Tucson, Arizona 85713

Subrecipient:

Terry Rozema, Interim Town Manager
Town of Marana
11555 West Civic Center Drive
Marana, Arizona 85653

20.0 Other Documents

In entering into this Agreement, Subrecipient and County have relied upon information provided in Subrecipient's proposal submitted in response the 2020-2021 Community Planning Application including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and

Conditions, Solicitation Addenda, Subrecipient's Proposal, other information and documents submitted by the Subrecipient in its' response to said Solicitation. These documents are incorporated into this Agreement to the extent not inconsistent with the provisions of this Agreement, including all exhibits. Subrecipient will promptly bring any provisions which Subrecipient believes are inconsistent to County's attention, and County will provide Subrecipient with its interpretation of the provisions in question. In the event of an irreconcilable inconsistency, the provisions of the awarding agency documents will govern over the conditions of this Agreement, unless otherwise required by law.

21.0 Books and Records

21.1 Subrecipient will keep and maintain all records specified in 24 CFR § 570.506 which are pertinent to the activities funded under this Agreement. All such records will be open for inspection and audit by duly authorized representatives of County during normal business hours. Records include, but are not limited to:

21.1.1 A full description of each action or activity taken to comply with this Agreement;

21.1.2 Demonstration that the actions and activities meet one or more of the National Objectives of the CDBG program;

21.1.3 Eligibility documentation and determination;

21.1.4 Documentation of compliance with the fair housing and equal opportunity components of the CDBG program;

21.1.5 Disbursements of funds;

21.1.6 Financial records required under 24 CFR § 570.502 and 24 CFR §§ 84.21 – 28; and

21.1.7 Documentation of compliance with Subpart K of 24 CFR Part 570.

21.2 Subrecipient must retain all records pertaining to this Agreement for four years after County submits the annual performance and evaluation report to HUD in which the CDBG-funded activities under this Agreement are reported on for the final time or until completion of any action and resolution of all issues which arise from any related litigation, claim, negotiations, audit or other action involving the records that was started before the expiration of the 4-year period, whichever is later.

22.0 Audit Requirements

22.1 Subrecipient will:

22.1.1 Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Parts 200 and 2400).

22.1.2 Establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement. The accounting must record all expenditures which are used to support invoices and requests for payment from County.

22.1.3 Establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.

22.1.4 Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.

22.1.5 Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.

22.1.6 Assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six months of completion of the audit required pursuant to this Section 22.0, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.

22.1.7 Pay all costs for any audit required or requested pursuant to this Section 22.0, unless the cost is allowable for payment with the grant funds provided pursuant to this Agreement under the appropriate federal or state grant law and the cost was specifically included in the Subrecipient grant budget approved by County.

22.2 If Subrecipient is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Subrecipient will comply with the applicable audit requirements in A.R.S. § 11-624, "Audit of Non-Profit Corporations Receiving County Monies." If Subrecipient meets or exceeds the single audit threshold in 2 CFR Part 200, Subrecipient will comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within 90 days following the end of Subrecipient's fiscal year. Subrecipient must timely submit the required or requested audit(s) to:

Rise Hart
Pima County Department of Community & Workforce Development
2797 East Ajo Way, 3rd Floor
Tucson, Arizona 85713

23.0 Copyright

Neither Subrecipient nor its officers, agents or employees will copyright any materials or products developed through contract services provided or contract expenditures made under this Agreement without prior written approval by County. Upon approval, County will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

24.0 Property of County

Subrecipient is not the agent of County for any purpose and will not purchase any materials, equipment or supplies on the credit of County. Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of County. Subrecipient is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Subrecipient will not use or release these materials without the prior written consent of County.

25.0 Disposal of Property

Termination of this Agreement will not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.

26.0 Coordination

On matters relating to the administration of this Agreement, County will be Subrecipient's contact with all Federal, State and local agencies that provide funding for this Agreement.

27.0 Public Records

27.1 Disclosure. Pursuant to Arizona Public Records law, A.R.S. § 39-121 *et seq.*, and A.R.S. § 34-603(H) in the case of construction or architectural and engineering services procured under A.R.S. § Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in an award of

this Agreement, including, but not limited to pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

27.2 Records Marked Confidential; Notice and Protective Order. If Subrecipient reasonably believes that some of the records listed in paragraph 27.1 contain proprietary, trade-secret or otherwise-confidential information, Subrecipient must prominently mark those records "CONFIDENTIAL". In the event that a public records request is submitted to County for records marked "CONFIDENTIAL," County will notify Subrecipient of the request as soon as reasonably possible. County will release the records ten business days after the date of notice, unless Subrecipient has, within that period, secured an appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

28.0 Eligibility for Public Benefits

Subrecipient will comply with applicable provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, which are hereby incorporated as provisions of this Agreement.

29.0 Legal Arizona Workers Act Compliance

29.1 Compliance with Immigration Laws. Subrecipient hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Subrecipient's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Subrecipient will further ensure that each subcontractor who performs any work for Subrecipient under this Agreement likewise complies with the State and Federal Immigration Laws.

29.2 Books and Records. County has the right at any time to inspect the books and records of Subrecipient and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

29.3 Remedies for Breach of Warranty. Any breach of Subrecipient's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section 29.0, is a material breach of this Agreement subjecting Subrecipient to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Subrecipient will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Subrecipient.

29.4 Subcontractors. Subrecipient will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 29.0 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this Agreement."

30.0 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 County and any Court employees, or between Court and any 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.

31.0 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 will be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

32.0 Severability

Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

33.0 Non-Exclusive Agreement

Subrecipient understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

34.0 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 affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

35.0 Israel Boycott Certification

Pursuant to A.R.S. § 35-393.01, if Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of $100,000 or more, Subrecipient certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

36.0 Entire Agreement

This document constitutes the entire agreement between the parties pertaining to the subject it addresses and supersedes all prior or contemporaneous agreements and understandings, oral or written. No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Agreement will affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreements are unofficial information and in no way binding upon County.

SIGNATURE PAGE TO FOLLOW

The parties have affixed their signatures to this Agreement on the date written below.

PIMA COUNTY

_____
Chair, Board of Supervisors

Date: _____

ATTEST:

_____
Clerk of the Board Date

APPROVED AS TO CONTENT:

_____
Daniel Tylutki, Deputy Director
Department of Community & Workforce Development

TOWN OF MARANA

_____
Mayor, Town of Marana

Date: _____

ATTEST:

_____
Town Clerk Date

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

PIMA COUNTY

_____
Stacey Roseberry, Deputy County Attorney

TOWN OF MARANA

_____
Town Attorney

EXHIBIT A

SCOPE OF WORK

1. Program Title:

Management and Implementation of the Town of Marana Community Development Block Grant Program ("the CDBG Program").

2. Program Purpose:

The Program will provide the following eligible CDBG activities for income-qualified persons and households in Marana, Arizona: 1) Program Administration; 2) Colonia Neighborhood Cleanup public service activities; and 3) Emergency Home Repair and Owner-Occupied Housing Rehabilitation.

3. Program Activities. Subrecipient shall comply with the 2020-2021 Annual Action Plan as follows:

3.1. **Program Administration.** Subrecipient shall provide eligible, general CDBG program administration functions and activities for the management and implementation of the CDBG program to the extent allowed under 24 CFR 570.206.

3.2. **Colonia Neighborhood Cleanup.** Pursuant to 24 CFR§570.201(e), Subrecipient shall select and identify neighborhoods where cleanup activities will take place. For each area selected, Subrecipient shall:

3.2.1. Reach out to community representatives and groups to identify specific community cleanup needs;

3.2.2. Complete a thorough needs assessment for each suggested community cleanup activity;

3.2.3. Organize and hold or attend established community meetings to organize and plan cleanups as appropriate;

3.2.4. Conduct cleanup activities; and,

3.2.5. Provide addressing for homes as needed.

3.2.6. Procure, by competitive bidding and quotes, required materials, supplies and services to conduct community cleanup activities, including, but not limited to roll-off dumpsters; heavy equipment rental or operations costs, e.g., backhoes, front loaders, skid steers, and augers; trailers; safety equipment (including Personal Protective Equipment) for workers and volunteers; hand and power tools; t-shirts; and, marketing flyers and posters promoting the project.

3.3. **Eligible Emergency Home Repair and Owner-Occupied Housing Rehabilitation.** Pursuant to 24 CFR §570.202, Subrecipient shall rank eligible applicants based on severity of health and safety issues in the home and give priority to applicants most in need with special consideration given to households with persons age 60 or older, disabled persons, or with children 6 years of age and younger. Subrecipient shall also prepare a written scope of work of home repairs, adaptive construction, and safety hardware work that Subrecipient will complete. In addition, Subrecipient shall complete an Environmental Review Record (ERR) for each home scheduled to be assisted and submit this ERR to County for review and approval. County must approve the ERR before Subrecipient may commit funds or carry out work on a home. On conventional (site-built) homes constructed prior to 1978, Subrecipient shall comply with HUD's Lead Safe Housing Rule (24 CFR Part 35) as follows:

3.3.1. Provide the applicant with the U.S. Environmental Protection Agency's "The Lead-Safe Certified Guide to Renovate Right" brochure (www.cpsc.gov/s3fs-public/renovateright.pdf);

3.3.2. Secure a signed acknowledgement from applicant confirming receipt of the brochure noted in 3.3.4.1; and,

3.4. **Client Files**. Subrecipient shall create a file for each approved applicant and retain the files for four years after Subrecipient submits the final quarterly report to County after termination of this Agreement. Each file must contain:

3.4.1. Client's application and program eligibility documentation;

3.4.2. Copies of all agreements and authorizations obtained from applicant;

3.4.3. Records of disbursements made for work approved and completed;

3.4.4. Copies of onsite inspections by Subrecipient or designated rehabilitation specialists, approvals of rehabilitation work, the final inspection, and client sign-off;

3.4.5. Completed ERR signed and dated by County;

3.4.6. Contractor(s) certifications;

3.4.7. Signed lead acknowledgement, if required under paragraph 3.3.4.2; and,

3.4.8. Signed repair limitations, if required under paragraph 3.1.5

3.5. **Procurement**. Subrecipient shall procure, by competitive quotes (1) eligible professional and outside services, as needed; and (2) materials and supplies for emergency home repair, adaptive construction, and safety hardware including, but not limited to plumbing; heating and cooling; electrical; flooring; exterior (roofing, windows, doors); accessibility/safety hardware; and required lead mitigation activities

3.6. **Applicant eligibility verification**. Subrecipient shall verify eligibility of applicants. Each household receiving assistance under this program must meet all of the following criteria.

3.6.1. Each applicant must live within the corporate limits of the Town of Marana and must have a household income at or below most current measure 80% Area Median Income (AMI). Each applicant must also intend to live in the home for at least 12 months from the date of work completion and acceptance recorded on client sign-off. In addition, each applicant must agree to not sell the home for at least 12 months from the date of work completion and acceptance recorded on client sign-off

3.6.2. Each applicant must be the owner-occupant of a conventional home, legally affixed manufactured home or non-affixed manufactured home located in Pima County. For a conventional (site built) home, the applicant must have the following proof of ownership: (1) a copy of recorded Property Deed or recorded Affidavit of Affixture; or (2) a copy of Pima County Assessor's Office property record and a copy of Pima County Treasurer's Office tax record indicating taxation Property Type of Real Property. For a legally affixed manufactured home, an applicant must have the following proof of ownership: (1) a current and valid copy of the home title from the Arizona Department of Transportation Motor Vehicle Division; or (2) a copy of a Pima County Treasurer's Office record noting taxation as Personal Property in owner-occupants name for the physical address and showing home year and make. If the applicant is seeking repairs of a non-affixed manufactured home, the home must be installed on a slab, wall, pier or other foundation or anchoring system; have towing hitch, wheels and axles removed; and be connected to a source of electricity. For non-affixed manufactured homes that meet this criteria, Subrecipient will ensure that any

improvements made through the Program(s) will be to the home structure only and not the lot, space, or land on which it sits.

3.6.3. If a household is located in a Federal Emergency Management Agency (FEMA) Special Flood Hazard Area, the applicant must have and provide proof of current and valid flood insurance. Subrecipient may not proceed with work under the Program if the applicant does not have flood insurance in Special Food Hazard Areas (a Special Flood Hazard Area is any that FEMA has not designated as Zone X, X Shaded, or D).

4. **COVID-19 Restrictions**. Subrecipient shall provide all in-person and group program services in compliance with Centers for Disease Control and Prevention, State, and County guidelines for operating during the Coronavirus COVID-19 pandemic. If Subrecipient's performance of the services must be modified or curtailed to comply with public health restrictions related to COVID-19, Subrecipient must immediately report the situation to County. County and Subrecipient will confer at least monthly to determine appropriate performance requirements and activities until services can be resumed in full.

5. **Project goal/predicted outcomes:**

5.1. **Goal**: Create viable communities that meet the needs of low- and moderate-income individuals and households through CDBG activities that promote decent housing, suitable living environments and expanded economic opportunities.

5.2. **Predicted outcome**: Individuals and households will have new or improved access to public services and receive critical home repair services.

6. **Public benefit – CDBG National Objective and Eligible Activity:**

Upon completion, the Town of Marana CDBG Program will meet the HUD CDBG National Objective to assist low- and moderate-income persons and households.

7. **Metrics available to measure performance.**

7.1. Subrecipient will complete 14 neighborhood cleanups in Colonia communities; and

7.2. Subrecipient will provide four low- to moderate-income households with emergency home repair or owner-occupied housing rehabilitation to that address livability, safety, and accessibility needs

8. **Reports**. Subrecipient will provide quarterly reports to County for submission to HUD on County's web-based application system at www.zoomgrants.com. The reports must include, but are not limited to, the following:

8.1. An accomplishment narrative describing program successes and challenges;

8.2. Number of persons benefiting from public facility improvement(s);

8.3. Number of emergency home repairs, adaptive construction, and safety hardware installation projects completed including the full address of each home;

8.4. Household income calculated and identified by appropriate cohort per household to include the number of (1) Extremely Low Income, at or below 30% Area Median Income ("AMI"); (2) Low Income, at or below 50% AMI; or (3) Moderate Income, at or below 80% AMI;

8.5. Racial and ethnic information of applicant or head of household, only;

8.6. Number of female-headed households assisted;

8.7. Number of clients 62 years of age or older assisted;

8.8. Number of disabled clients assisted;

8.9. Lead paint requirements, as applicable, but not limited to housing units constructed before 1978; exempt housing units constructed 1978 or later; exempt due to hard costs ≤$5,000.00; units that are otherwise exempt;

8.10. Lead hazard remediation actions, including: (1) Lead Hazard Work Practices under 24 CFR §35.930(b), (hard costs ≤ $5,000); Interim Controls or Standard Practices under 24 CFR §35.930(c), (hard costs $5,000 - $25,000); or Abatement under 24 CFR §35.930(d), (hard costs > $25,000); and,

8.11. Number of persons benefiting from neighborhood cleanup activities.

8.12. The quarterly reports must be submitted on January 15, 2021; April 15, 2021; July 15, 2021; and October 15, 2021.

8.13. All reporting provisions will survive the termination of this Agreement.

9. Budget:

CDBG Funded Activities	Budget
Administration	$ 13,000.00
Colonia Neighborhood Cleanup	$ 10,000.00
Emergency Home Repair	$ 18,500.00
Owner Occupied Home Repair	$ 18,500.00
Total	**$60,000.00**

END OF EXHIBIT A

EXHIBIT B

EXHIBIT B, PIMA COUNTY INVOICE REQUEST

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)

CDBG Invoice For The Month Of _____ ,2016-2017

This invoice is to be used for submitting all CDBG Billing to Pima County

PLEASE SEND INOVICE TO THE ATTENTION OF:

Kino Service Center
Community Development & Neighborhood Conservation
Attn: CDBG
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713

AGENCY INVOICE IS FOR (NAME & ADDRESS):

FEDERAL CONTRACT # _____ FISCAL YEAR: _____ CDFA #: _____

INOVICE DATE: _____ AGENCY CONTRACT #: _____

PROGRAM NAME: _____

INVOICE #: _____ PRGM/MAJ PRGM: _____

APPROVED BUDGET & BILLING DETAILS

PAYMENT TERMS: Net 30 Days	APPROVED BUDGET	October Billed Amt	November Billed Amt	December Billed Amt	January Billed Amt	February Billed Amt	March Billed Amt	April Billed Amt	May Billed Amt	June Billed Amt	July Billed Amt	August Billed Amt	September Billed Amt	YR TO DATE TOTALS	REMAINS TO BE SPENT
														0.00	0.00
														0.00	0.00
														0.00	0.00
														0.00	0.00
														0.00	0.00
														0.00	0.00
														0.00	0.00
														0.00	0.00
TOTAL CONTRACT BILLING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

By signing this report: I certify that to the best of my knowledge: (1) the information reported represents actual receipts and actual expenditures which have been incurred in accordance with the agreement for management and implementation of the CDBG Program and are based on official accounting records and supporting documents which will be maintained by us for purposes of audit; and (2) the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material face, may subject me to criminal, civil or administrative penalties for fraud, false statement, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

REQUIRED SUBRECIPIENT SIGNATURES - ALL INVOICES MUST BE SIGNED IN BOTH SPACES:

Agency Preparer Signature - please print & sign _____ Date _____ Contact Phone Num/Ext _____

Agency Authorized Approver Signature - please print & sign _____ Date _____ Contact Phone Num/Ext _____

	ENTER YES	ENTER NO
Quarterly Report 1 has been submitted with the December Invoice		
Quarterly Report 2 has been submitted with the March Invoice		
Quarterly Report 3 has been submitted with the June Invoice		
Quarterly Report 4 has been submitted with the Sepember Invoice		

~~~~FOR PIMA COUNTY USE ONLY~~~~

_____ Date bill rcv'd/Initials _____ Date rtnd for corrections/Initials _____ Date rvwd & submitted for payment/Initials

END OF EXHIBIT B

CT-CR-21-288

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Council-Regular Meeting **C8**

Meeting Date: 02/16/2021

To: Mayor and Council

From: Kristin Taft, Grants Manager

Date: February 16, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-023: Relating to Emergency Management; approving and authorizing the Finance Director to execute the Disaster Assistance Agreement for Federally Declared Disasters with the Department of Emergency and Military Affairs, Division of Emergency Management, State of Arizona, for funding related to COVID-19 expenses (Kristin Taft)

Discussion:

The Town of Marana has received an Award Package/Agreement from the State of Arizona Department of Emergency and Military Affairs (DEMA) for public emergency assistance under emergency declaration DR 4524-COVID-19. In response to the public health emergency and subsequent emergency declarations, the Town applied for $28,459.29 in reimbursement for supplies and personal protective equipment (PPE), of which 75% or $21,344.47, is eligible for reimbursement through this agreement.

The Disaster #4524DR occurred beginning January 20, 2020, and is currently considered "ongoing" by the Federal Emergency Management Agency (FEMA). On March 13, 2020, President Trump declared the ongoing Coronavirus Disease 2019 (COVID-19) pandemic of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories, and the District of Columbia pursuant to section 501 (b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"). State, territorial, tribal, and local government entities and certain private non-profit organizations are eligible to apply for Public Assistance.

In response to the pandemic, on April 4, 2020 the State of Arizona received a Major Disaster Declaration under Presidentially declared FEMA-4524-DR (the Arizona Covid-19 Pandemic event). The incident period is from January 20, 2020, and ongoing. During the incident period of January 20, 2020 through ongoing, COVID-19 created an immediate threat to the health and safety of the general public requiring emergency

response and protective measures.

When the novel Coronavirus reached Pima County, the Town of Marana immediately responded by beginning to take emergency precautionary measures, including purchasing needed safety supplies and personal protective equipment (PPE). Unfortunately, these items were in high demand with only limited supplies available. The Town of Marana Public Works Department, Facilities Division took the lead in sourcing many of the necessary supplies for crucial front-line staff to continue providing public service.

The Town of Marana required PPE for Town employees carrying out required public health activities, public safety services and other essential functions requiring contact with the public. Two departments, Marana Police Department and the Public Works/Facilities Department, required the highest amount of PPE and sanitary equipment for staff and public safety. Marana Police Department issued PPE to department staff in order to continue providing essential law enforcement services. This included various PPE and disinfectants for Patrol Officers, Dispatch Services, and Detectives. Police personnel were required to continue all regular tasks but many needed to be modified to allow for increased safety precautions. Public Works/Facilities Department staff continued providing essential Town services as well as performing additional duties to rapidly disinfect high-use public spaces such as public parks and community buildings.

While both of these departments typically require standard PPE for workplace safety, all staff began utilizing increased amounts of PPE above the standard. In addition to those staff who typically use some forms of PPE, staff who do not typically require PPE (such as Court/Legal personnel, Animal Control Officers, and desk personnel serving at public counters), began using PPE as they were in elevated or high-risk situations interacting with the general public.

Financial Impact:

Fiscal Year:	2020 & 2021
Budgeted Y/N:	Y
Amount:	$21,344.47

The Town was awarded $28,459.29. Of this, DEMA/FEMA will reimburse 75% with a 25% match required by the Town. The Town may request up to $21,344.47 in reimbursement with a match of $7,114.82.

Staff Recommendation:

Staff recommends approval of the grant agreement.

Suggested Motion:

I move to adopt Resolution No. 2021-023; approving and authorizing the Finance Director to execute the Disaster Assistance Agreement for Federally Declared Disasters with the Department of Emergency and Military Affairs, Division of Emergency Management, State of Arizona, for funding related to COVID-19.

Attachments

Resolution No. 2021-023
Exhibit A - Agreement

MARANA RESOLUTION NO. 2021-023

RELATING TO EMERGENCY MANAGEMENT; APPROVING AND AUTHORIZING THE FINANCE DIRECTOR TO EXECUTE THE DISASTER ASSISTANCE AGREEMENT FOR FEDERALLY DECLARED DISASTERS WITH THE DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS, DIVISION OF EMERGENCY MANAGEMENT, STATE OF ARIZONA, FOR FUNDING RELATED TO COVID-19 EXPENSES

WHEREAS the United States Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act on March 27, 2020; and

WHEREAS the CARES Act established the Disaster Relief Fund, appropriating funding for major disasters declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act; and

WHEREAS the Department of Emergency and Military Affairs, Division of Emergency Management, State of Arizona (DEMA), has awarded funding to the Town of Marana for purchases of personal protective equipment (PPE) and other materials related to the COVID-19 disaster; and

WHEREAS the Town Council finds that it is in the best interests of the community to enter into a disaster assistance agreement with DEMA to receive the funding.

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

SECTION 1. The Disaster Assistance Agreement for Federally Declared Disasters with the Department of Emergency and Military Affairs, Division of Emergency Management, State of Arizona, in substantially the form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Finance Director is hereby authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of February, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Douglas A. Ducey
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700

Major General Michael T. McGuire
THE ADJUTANT GENERAL

January 27, 2021

Yiannis Kalaitzidis, Finance Director
Applicant Agent
Town of Marana
11555 W. Civic Center Drive
Marana, AZ 85653

Re: Award Package #1
FEMA-4524-DR-AZ
Town of Marana

Mr. Kalaitzidis,

Enclosed is the Town of Marana Award Package #1 for the approved Project Worksheet, listed below, for DR 4524 – COVID-19.

State PW #	Project Title	Grants Portal #	Emmie PW #	Approved Eligible Amount
CV-382	CV-382 PPE	160351	PW-116	$28,459.29

This package includes the following items:

1) A copy of your Approved Project Worksheet
2) AZ PA 204-15 Request for Payment Form- after you have incurred costs (partial or in full), complete this form per the instructions and submit directly to my office for reimbursement. You can submit requests for reimbursements as you incur costs; you do not need to wait until the Project is completed.

Please review the enclosed package and contact me at (602) 464-6232 or Duke.Jones@azdema.gov with any concerns. If you do not have any questions at this time, please continue to move forward with project completion.

Sincerely,

Duke Jones
Infrastructure Coordinator

Enclosures

TOWN OF MARANA
TOWN ATTORNEY
FEB 02 2021
RECEIVED

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Department of Homeland Security
Federal Emergency Management Agency

General Info	PW -116	CV-382	FEMA#160351

Project #	160351	**Project Type**	Standard
Project Category	B - Emergency Protective Measures	**Applicant**	Town of Marana (019-44270-00)
Project Title	CV-382 PPE	**Event**	4524DR-AZ (4524DR)

Damage Description and Dimensions

The Disaster # 4524DR, which occurred between *01/20/2020* and *Ongoing*, caused:

Damage # 415644; Emergency Protective Measures (Damage for Project [160351] CV-382 PPE)

On March 13, 2020, the President declared the ongoing Coronavirus Disease 2019 (COVID-19) pandemic of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories, and the District of Columbia pursuant to section 501 (b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"). State, territorial, tribal, and local government entities and certain private non-profit organizations are eligible to apply for Public Assistance.

In response to the pandemic, on April 4th, 2020 the State of Arizona received a Major Disaster Declaration under Presidentially declared FEMA-4524-DR, (the Arizona Covid-19 Pandemic event). The incident Period is from January 20, 2020 and ongoing.

During the incident period of 1/20/2020 through Ongoing, COVID-19 created an immediate threat to the health and safety of the general public requiring emergency response and protective measures.

- Provided Provision of Supplies and Commodities for the Town of Marana for the prevention of virus spread. Procured personal protective equipment and sourced materials/supplies at 11555 W. Civic Center Drive Marana, AZ 85653 from 3/5/2020 to 8/19/2020.

Final Scope

415644 Damage for Project [160351] CV-382 PPE

The purpose of this Streamlined Project is to provide funding to the Town of Marana for COVID-19 emergency response activities for the procurement of PPE and other supplies and materials starting from 03/05/2020 through 08/19/2020.

The project cost estimate is prepared based on applicant-provided costs in response to FEMA DR-4524-AZ (a Covid-19 declared event).

Work Completed

In response to the COVID-19 Public Health Emergency, the applicant purchased Personal Protective Equipment (PPE) and other Supplies and Materials in order to carry out emergency protective measures needed to prevent or slow the spread of novel coronavirus during the COVID-19 pandemic.

Town of Marana

A. Materials: $28,459.29
   - Materials purchased include N95 Mask, Face Shields, Disposable Masks, Reusable Masks, Disinfectant Wipes, Clorox, Nitril Gloves, Spray Bottles, Hand Sanitizer, Ties and Tapes, Signs, Chains and Padlocks, Plastic Barriers, Social Distancing Floor Markers.

Work Completed Total: $28,459.29

Total Project Cost: $28,459.29

Project Notes:

1. Scope and cost were developed based on applicant cost summaries and certification included in the Schedule EZ – Small Project Estimate. See attachment: *SL 160351 Cost Validation.xlsx*

Grant Conditions

Contracts must include a Termination for Convenience clause.

FEMA will not approve PA funding that duplicates funding or assistance provided by another Federal agency, including the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, and the United States Department of Agriculture.

FEMA will only reimburse for PPE/medical supplies and equipment provided to and used by Applicants and essential workers as necessary to prevent the spread of infection as directed by public health officials not to exceed the duration of the HHS public health emergency declaration for COVID-19.

Approval of funding for the purchase of PPE is conditioned upon the Applicant meeting the following requirements prior to close-out and/or final version for expedited projects:

1. The Recipient, and any subrecipient funded through this and associated subgrants, must provide an internal control plan for accounting for intake, distribution, tracking, and handling of excess commodities and personal protective equipment (PPE) funded by this and associated prior subgrants for the same purpose. Handling of excess must comply with 2 CFR § 200.314 (supplies) and 2 CFR § 200.313 (equipment).

2. The Recipient and any subrecipient must provide the current burn rate for each identified category of PPE under this and associate subawards purchased (for example, N95 masks, surgical masks, and gowns)

3. The Recipient and any subrecipient must provide a current accounting of previously distributed PPE under this and associate subawards by jurisdiction or entity (i.e. by local government, hospital system, etc.)

The level of disinfection work proposed for Healthcare and other public facilities needs to comply with the Centers for Disease Control and Prevention (CDC) recommendations for Healthcare or Community Facilities that have been occupied or visited by those Suspected or Confirmed of having Coronavirus Disease 2019. For any additional, non-routine disinfection work undertaken by the Applicant, the Applicant must demonstrate that the work was taken at the direction or guidance of a Public Health Official and that it complies with CDC recommendations for disinfection of subject Facilities.

Date Downloaded: 1/27/21 8:37am MST

Cost

Code	Quantity	Unit	Total Cost	Section
9009 (Material)	1.00	Lump Sum	$28,459.29	Completed

CRC Gross Cost	$28,459.29
Total Insurance Reductions	$0.00
CRC Net Cost	$28,459.29
Federal Share (75.00%)	$21,344.47
Non-Federal Share (25.00%)	$7,114.82

Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- The Recipient must submit its certification of the subrecipient's completion of all of its small projects and compliance with all environmental and historic preservation requirements within 180 days of the applicant's completion of its last small project, or the latest approved deadline, whichever is sooner.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

Insurance

Additional Information

12/11/2020

Per the Deduction Section of the Streamlined Application, the Applicant is confirming that they do not have insurance for the activities identified in Section II of the Streamline Application Project worksheet. Further, Section II of the Streamlined Application Project, the Applicant has confirmed that a reasonable effort to recover insurance proceeds that they are entitled to receive from their insurer(s) has been taken. Insurance proceeds are not anticipated.

FEMA requires the Applicant to take reasonable efforts to pursue claims to recover insurance proceeds that it is entitled to receive from its insurer(s). In the event that any insurance proceeds are received for these expenses those proceeds must be reduced from FEMA Public Assistance funding to ensure no duplication of benefits has occurred.

This declaration is specific for the cost associated with the actions taken to protect the public health and safety of the general population from the COVID-19 Pandemic. No commercial property insurance proceeds are anticipated for these costs. If in the event any part or all costs are paid by an insurance policy, a duplication of benefits from insurance will occur. Applicant must notify grantee and FEMA of such recoveries and the Sub-Grant award amount must be reduced by actual insurance proceeds.

FEMA insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct a facility. No insurance requirements are mandated for Category B emergency work.

Milton Johnson (CTR) Insurance Specialist
CRC West ~ Sacramento, CA

O&M Requirements

There are no Obtain and Maintain Requirements on **CV-382 PPE.**

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders? **Yes**

This project is not a major federal action affecting the environment per Section 316 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5159. Additionally, in accordance with 36 CFR § 800.12(d) and 44 CFR § Part 9.5(c)(1), this project is exempt from NHPA, EO 11988, and EO 11990 reviews and the project is not an action that affects listed species and/or designated critical habitat, if such were present. In accordance with 3.2.A.2.a of the FEMA Instruction 108-1-1, this is a STATEX action and no documentation is required.

Final Reviews

Final Review

Reviewed By SMITH, DONALD J. **Reviewed On** 01/19/2021 4:53 PM MST

Review Comments

PPE Final cost eligibility will require sufficient documentation demonstrating compliance with all project conditions and applicable regulatory and Policy requirements. Specifically, documentation will need to demonstrate that PPE and sanitizing materials were used in the performance of eligible emergency work. Lack of sufficient documentation may result in some claimed costs being ineligible.

Recipient Review

Reviewed By Campbell, Diana **Reviewed On** 01/19/2021 5:33 PM MST

Review Comments

Yes, approved

Project Signatures

Signed By Kalaitzidis, Yiannis **Signed On** 01/21/2021

Douglas A. Ducey
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700

Major General Michael T. McGuire
THE ADJUTANT GENERAL

January 27, 2020

Yiannis Kalaitzidis, Finance Director
Applicant Agent
Town of Marana
11555 W. Civic Center Drive
Marana, AZ 85653

SUBJECT: Disaster Assistance Agreement –DR4524; COVID-19

Mr. Kalaitzidis,

Enclosed is the Disaster Assistance Agreement for the above referenced event. This agreement applies to all assistance funds provided by or through the State of Arizona, Department of Emergency and Military Affairs – Division of Emergency Management (DEMA-EM) to the Applicant for DR4524.

Please sign where indicated and return to DEMA-EM. Upon signature of the DEMA-EM Director, a copy will be provided to you for your records.

If you have any questions or need more information, please contact your assigned Project Specialist.

Sincerely,

Duke Jones
Infrastructure Coordinator
Emergency Management /Recovery Branch
Arizona Dept of Emergency and Military Affairs (DEMA-EM)
5636 E. McDowell Rd. Bldg# M5101; Phoenix, AZ 85008
(desk) 602-464-6232
Duke.Jones@azdema.gov

Enclosed:
Disaster Assistance Agreement

DISASTER ASSISTANCE AGREEMENT FOR FEDERALLY DECLARED DISASTERS
(Political Subdivisions)

APPLICANT: Town of Marana

Title VI of the Federal Coronavirus Aid, Relief and Economic Security (CARES) Act having created a Disaster Relief Fund to provide additional funds for major disasters declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5121 et seq.), this agreement (the "Agreement") between the Department of Emergency and Military Affairs, Division of Emergency Management, State of Arizona ("Division" or "State"), and Town of Marana ("Applicant") is being entered into to govern the parties' use of all such funds, including but not limited to all funds advanced to Applicant (whether advanced prior to or subsequent to the execution of this Agreement) under the Arizona Express Pay Program. This Agreement shall apply to all assistance funds provided by the State to the Applicant as a result of COVID-19, which occurred January 20, 2020 and continuing (the end date of the incident period to be determined by FEMA), and pursuant to the President's Emergency Declaration on March 13, 2020 and Major Disaster Declaration on April 04, 2020.

By signing this Agreement on behalf of Applicant, the person signing represents that he/she is the Agent of the Applicant, and certifies and agrees on behalf of the Applicant that:

1. The person signing below has legal authority to apply for assistance on behalf of the Applicant.

2. The Applicant is an eligible applicant as defined in AAC R8-2-301(2) and 2 CFR § 200.93.

3. Any change to the Applicant's Agent or the Agent's contact information must be provided to Division in writing.

4. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving the Federal disaster assistance covered by this Agreement. The Division does not manage or take responsibility for the Applicant's projects, and monitors projects (with regard to program eligibility and other requirements) only in order to fulfil the State's own obligations to the Federal government.

5. The Applicant understands that, except for advances made under the Arizona Express Pay Program (which shall be governed by the Grant Agreement(s) executed by Applicant under the Arizona Express Pay Program, subject to ¶42 of this Agreement),this is a reimbursement program and the Applicant generally must expend its own funds for an approved project prior to being reimbursed. All requests for an advance of funds must be made in writing and shall be signed by the Applicant's Agent and forwarded to the Director of the Division (the "Director"). The Director shall assess a request for an advance to determine whether the request is reasonable and for eligible work that has been completed. Except for advances made under the Arizona Express Pay Program (which shall be governed by the Grant Agreement(s) executed by Applicant under the Arizona Express Pay Program, subject to ¶42 of this Agreement), the Director may grant a request for an advance for work not completed only if the Applicant has demonstrated that the work cannot be completed without an advance, and the amount of any such advance will be based

upon damage assessment, eligible costs to date and the estimated eligible costs for the next 60-day period (AAC R8-2-315). Partial payments can be processed as work is completed and costs expended. Final payment will be made after all work is completed and claimed costs have been audited (AAC R8-2-316).

6. The Applicant shall establish and maintain a proper accounting system to record costs of disaster assistance funds in accordance with generally accepted accounting standards or as directed by the Governor's Authorized Representative ("GAR") or Alternate GAR to ensure compliance with audit requirements, and shall retain all financial and program documentation for a minimum of three years after the date of the State's final Financial Status Report to the Federal Emergency Management Agency ("FEMA") per 2 CFR 200.302 and 2 CFR 200.333. The Division will notify the Applicant, via the Applicant's Agent, as to when the three year retention begins. Pursuant to ARS 35-214 and 215 and AAC R8-2-318, the Applicant shall include in all contracts with all contractors requirements that (a) all of the contractor's books, accounts, reports, and other records relating to the contract shall be retained by the contractor and shall be subject to inspection and audit by the Division for five years after completion of the contractor's contract, and (b) the contractor shall include in all contracts with all subcontractors (and shall require all contractor's subcontractors to include in their contracts with their subcontractors) the requirement that all of the subcontractor's books, accounts, reports, and other records relating to the subcontract shall retained by the subcontractor and shall be subject to inspection and audit by the Division for five years after completion of the contractor's contract.

7. The Applicant shall cooperate with Division personnel in performing interim monitoring inspections and/or final inspections of the project site, per 2 CFR 200.328 and AAC R8-2-316.

8. Regardless of whether or not the Applicant is otherwise exempt from complying with such standards, the Applicant shall ensure that all projects undertaken under this Agreement comply with all current codes and standards, including but not limited to local fire, building, construction, and other similar codes, consistent with 44 CFR 206.400, 206.401, and 206.402.

9. The Applicant shall comply with any mitigation requirements approved by the Division for repair or replacement projects subject to repeated damages from flooding or other hazards. (ACC R8-2-314)

10. This Agreement shall be construed in accordance with the law of the State of Arizona and applicable Federal program laws, Executive Orders, regulations, OMB Circulars, and FEMA policies and guidance, including but not limited to: 2 CFR part 200, 44 CFR Part 206, the Federal CARES Act, and the Robert T. Stafford Disaster Relief & Emergency Assistance Act. The Applicant shall comply with (and shall require all secondary recipients and Applicant's contractors and their subcontractors to comply with) all such State and Federal laws, regulations, rules, and requirements, whether or not expressly

referenced in this Agreement. In particular, this requirement shall apply to (a) all applicable law regarding procurement of goods and services (including but not limited to ARS Title 41, Chapter 23, the Arizona Procurement Code) and to contracts for repair or restoration of eligible public facilities including but not limited to AAC Title 2, Chapter 7 (R2-7-101 *et seq.*) as well as the Federal CARES Act, 2 CFR 200.317, 200.322 and 200.326; and (b) all laws and policies involving the environment, including but not limited to the National Environmental Protection Act, 42 USCA 4331 *et seq.*

11. The Applicant shall comply with provisions of the Hatch Act (5 USC 7321 *et seq.*) limiting the political activities of public employees.

12. The Applicant must comply, as applicable, with provisions of the Davis-Bacon Act (40 USC 3141 *et seq.*) relating to labor standards.

13. The Applicant shall comply with applicable flood insurance purchase requirements required by the Arizona Department of Water Resources Floodplain Management Program.

14. The Applicant shall not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work. A cost-reimbursement contract may be used only if a determination is made in writing that such contract is likely to be less costly than any other type or that it is impracticable to obtain the materials, services or construction required except under such a contract (ARS 41-2544).

15. The Applicant shall not enter into contracts for professional or consultant services for which payment is contingent upon approval of project or receipt of Federal funds (2 CFR 200.459). The Applicant also shall not enter into contracts for professional or consultant services for which payment is contingent upon approval of project or receipt of State funds.

16. In accordance with AAC R8-2-313(B)(10) and 2 CFR 180.625, 180.630, and 180.925 (excepting as may comply with both 2 CFR 180.215 and applicable State law), the Applicant shall not enter into any contract with any party that is debarred or suspended from participating in State or Federal assistance programs.

17. In accordance with the provisions of 31 USC 1352 and 44 CFR Part 18, the Applicant is responsible for providing its subgrantees, contractors and subcontractors the requisite "Certification Regarding Lobbying" and "New Restriction on Lobbying" (44 CFR Part 18) for each grant. The Applicant is responsible for filing these certification and disclosure forms with the State.

18. The Applicant shall comply with the Drug Free Workplace Act of 1988 (41 USC 8101 *et seq.*) and 13 CFR Part 147, and the Applicant will provide the State a "Certification Regarding Drug-Free Workplace Requirements."

19. The Applicant is aware of and shall comply with cost-sharing requirements of Federal and State disaster assistance; specifically that Federal assistance generally is limited to 75% of eligible costs and that regardless of what Federal assistance is or is not provided, the State will not contribute any monies toward any costs, so that the Applicant must pay for all costs not covered by Federal assistance. See 42 USC 5170b(b) and (c)(4); 5170c(a); 5172(b); 5173(d); and 5193(a); and 2 CFR 200.434 and 200.306.

20. In the event that the Federal cost share exceeds 75% due to specific wording within the Federal disaster declaration, or due to the Applicant opting into a FEMA program that increases the Federal cost share for all or part of a project, the Applicant shall remain responsible for all costs not covered by Federal assistance, and the State shall not make any contribution toward any costs..

21. The Applicant is aware that the funding available for Robert T. Stafford Disaster Relief and Emergency Assistance Act Section 404 (42 USC 5170c) mitigation program provides for a maximum Federal share of 75% of eligible costs.

22. The Applicant shall use disaster assistance funds solely for the purposes for which these funds are provided and as approved by the GAR.

23. Per AAC R8-2-312(C), the State is not liable for any claim deemed ineligible by FEMA under a Presidential Major Disaster Declaration. Claims denied by FEMA will not be considered eligible under the corresponding State Declaration unless otherwise outlined under ACC R8-2-313(B).

24. The Applicant shall return to the Division, within two months of such request by the GAR, any partial reimbursement not supported by audit or other Division review of documentation maintained by the Applicant. (ACC R8-2-319)

25. The Applicant understands and will abide by the following deadlines:

(a) The date by which all Emergency Work (eligible work that is performed to reduce or eliminate and immediate threat to life, protect public health and safety, and to protect improved property that is threatened in a significant way as a result of the disaster) must be completed.	10/04/2020
(b) The date by which all Permanent Work (required to restore a damaged facility, through repair or restoration, to its pre-disaster design, function, and capacity in accordance with applicable codes and standards) must be completed.	N/A
(c) All damaged sites attributed to a declared disaster must be identified by the Applicant in writing(s) delivered to the Division within the time period established by FEMA for this event.	TBD

Applicant shall be solely responsible for timely compiling and submitting its complete list of damaged sites to the Division whether or not the Division assists Applicant in compiling Applicant's list. Any damaged sites not included in Applicant's list as submitted to the Division within the period described above will not be considered for reimbursement by the Division. All damaged sites identified by Applicant shall be submitted to the Division on a form to be supplied by the Division to the Applicant.

(d) All information required for the accurate development, review, and approval of all Projects must be provided in writing to the Division by the Applicant within 30 days of the closure of the incident period established by FEMA. Any information not provided in writing by the Applicant to the Division within that time frame will not be considered by the Division in determining eligible costs reimbursable under the declared event, with the exception (in the Division's sole determination) of information promptly provided to the Division relating to hidden damages discovered (and discoverable) only as a result of Applicant having begun work on a timely basis. TBD

26. In its sole discretion, the Division may grant time extensions for project completion due to conditions or causes which are beyond Applicant's control. Applicant must submit requests for time extensions in writing prior to the then-existing work completion deadline date. Requests must (a) demonstrate extenuating circumstances or unusual project requirements supporting the request and (b) propose a revised project completion timeline, including but not limited to a revised completion date.

27. None of the provisions of this Agreement may be waived, changed or altered except in a writing signed by authorized representatives of both parties. Not enforcing a particular provision at a particular time is not a waiver of the right to enforce that provision subsequently.

28. Pursuant to ARS 35-154, every payment obligation of the Division under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the Legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Division at the end of the period for which funds are available. No liability shall accrue to the Division in the event this provision is exercised, and the Division shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

29. The requirements of A.R.S. § 38-511 apply to this Agreement. Either party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of that

party is, at any time while this Agreement or any extension is in effect, an employee, agent, or consultant of the other party with respect to the subject matter of this Agreement.

30. Applicant shall comply with Arizona Executive Order 2009-9.

31. Pursuant to ARS 35-393 et seq., if the contract in question meets the statutory criteria, a public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel. The Applicant agrees that it will require all contractors to comply with ARS 35-393 et seq. in all circumstances where these statutes are applicable.

32. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS 12-1518, except as may be required by other applicable law. The parties agree that any litigation over this Agreement may be brought only in the Arizona Superior Court for Maricopa County.

33. Each party agrees to indemnify, defend, and hold harmless the other party from any and all claims, losses, liability, costs, or expenses, including reasonable attorney's fees, but only to the extent that such claims result in vicarious/derivative liability to the indemnitee, and are caused by the act, violation of applicable law, rule, regulation or order, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, invitees, or volunteers.

34. Applicant shall submit financial status reports (SF269 or equivalent) to the Division 30 days after the end of the first Federal quarter following the initial grant award. (This initial report may be waived with the express written consent of the Division's Program Manager). The Applicant shall submit quarterly financial status reports to the Division thereafter until the grant ends. Reports are due on October 15 (for the quarter ending the prior September 30); January 15 (for the quarter ending the prior December 31); April 15 (for the quarter ending the prior March 31); and July 15 (for the quarter ending the prior June 30). Applicant shall further provide the Division with copies of all quarterly, closeout, and all other information as may be required by the Division.

35. Applicant shall submit a final financial status report, any required performance reports, a request to close the program (and any other forms and certifications requested by the Division) to the Division within 90 days of completion of grant activities.

36. Applicant shall comply with all terms and conditions of the FEMA - State Agreement dated 05/13/2020.

37. Applicant shall (i) initiate cash draw-downs only when actually needed for its disbursement; (ii) make timely financial reporting per FEMA requirements, using the SF269 or equivalent report; and (iii) impose the same standards of timing and amount upon any secondary recipient, and/or Applicant's contractors and their subcontractors.

38. Any and all cost overruns must be presented to the Division in writing and must be approved by the Division in writing as a condition of reimbursement.

39. The Applicant accepts full financial responsibility for all work and/or costs for which funding is not approved by the Division and/or FEMA.

40. This Agreement shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof.

41. This Agreement supersedes and replaces all prior disaster assistance agreements entered into between Applicant and the State relating to COVID-19, except that if the Applicant subsequently enters into or previously has entered into Grant Agreement(s) under the Arizona Express Pay Program, all such Grant Agreement(s) remain in effect and Applicant hereby agrees to remain in compliance with all terms of such Grant Agreement(s) to the extent that the terms of such Grant Agreement(s) are not in conflict with the terms of this Agreement, in which event the terms of this Agreement shall control.

42. Any term of this Agreement deemed illegal, invalid, or in violation of any State or Federal law, regulation, rule, or requirement, whether or not expressly referenced in this Agreement, or deemed to require any party to violate any such State or Federal law, regulation, rule, or requirement, shall be deemed stricken from this Agreement and shall not affect any other term of this Agreement, which shall remain in effect without the invalid term.

43. The file number for this Governor's Proclamation is PCA SD2004.

DISASTER ASSISTANCE AGREEMENT FOR FEDERALLY DECLARED DISASTERS
(Political Subdivisions)

Applicant:

PLEAS
& RE

Yiannis Kalaitzidis

Finance Director

Signature Date

Division:

Allen Clark
Typed Name

Director, Arizona Division of Emergency Management and Alternate Governor's Authorized Representative
Title

Signature Date

Douglas A. Ducey
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700

Major General Michael T. McGuire
THE ADJUTANT GENERAL

MEMORANDUM

Date: July 22, 2020

To: State Agencies, Political Subdivisions and Private Non-Profits of the State of Arizona

Through: Duke Jones, Infrastructure Coordinator

Subject: Reimbursement Requests for COVID-19 Pandemic (DR-4524) under the Public Assistance program

Under federal regulations for grants management, the documentation process for requesting reimbursement for an obligated Project under the COVID-19 Pandemic (DR-4524) is **significantly different** from the standard process under State Only Disaster Declarations, with which you may be familiar.

Please carefully read the requirements on your attached *"REQUEST FOR PAYMENT FORM - DR4524 (COVID19 Pandemic)"* form and provide the required documentation for your reimbursement, in order to avoid any delays.

If you have questions or require assistance, please contact our Administrative Specialists at 602-464-6499, or by sending an email to: Infrastructure@azdema.gov

Thank you, in advance, for your assistance and understanding during this disaster.

DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS - EMERGENCY MANAGEMENT
REQUEST FOR PAYMENT FORM - DR4524 (COVID19 Pandemic)

Applicant: **Town of Marana**

State PW #: **CV-382** PW Name: **CV-382 PPE**

EMMIE PW # **PW-116** This PW was obligated for $ **28,459.29**

As of _____ (date), we have completed _____% of the work for this project. **We are requesting reimbursement, of actual costs incurred to date, in the amount of $**_____.

Instructions for the Applicant's Agent:

- For the PW specified above, please enter the requested information on the blank lines above.
- **You must attach ALL supporting documentation to support your request for reimbursement.** Supporting documentation to include, but not limited to: (LABOR) time sheets, pay policies, EREs broken out, payroll reports, (EQUIPMENT) vehicle logs, daily logs, maintenance records, equipment lists, (MATERIALS) invoices, receipts, inventory records, (OTHER) Proof of Payments, contracts, insurance policies, procurement policies, invoices, receipts, rental agreements, bid packages, change orders, inspection reports, engineering estimates, etc.
- **DO NOT SEND ORIGINAL DOCUMENTS.** Please be advised, you are required to maintain all documentation which will be reviewed later, upon project completion, at the Final Inspection and/or Audit.

- Please send your completed request to:

Recovery - Infrastructure Coordinator
DEMA-EM
5636 E. McDowell Road, Bldg. M5101
Phoenix, Arizona 85008-3495

I hereby certify that all costs claimed hereon are eligible in accordance with A.R.S. 35-192, as amended, all work claimed is complete as shown, and costs are supported by documentation available for review in our office. (*Sign and date where indicated below)*

_____
Signature of Applicant's Agent

Yiannis Kalaitzidis
Printed Name of Applicant's Agent

_____
Date

_____
Applicant Agent's Phone Number

For DEMA-EM Use Only		
Amount	Approved By:	Date

For DEMA-EM Use Only
Received By: (initials/date)

Version 07-02-20 COVID

Council-Regular Meeting **C9**

Meeting Date: 02/16/2021

To: Mayor and Council

From: Cherry L. Lawson, Town Clerk

Date: February 16, 2021

Subject: Approval of the Council Study Session Meeting Summary Minutes of February 9, 2021, and the Council Regular Meeting Summary Minutes of February 2, 2021 (Cherry L. Lawson)

Attachments

Council Study Session Meeting Summary Minutes, 02/09/2021

Regular Council Meeting Summary Minutes, 02/02/2021

MARANA TOWN COUNCIL
STUDY SESSION
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, February 9, 2021 at or after 6:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
Patti Comerford, Council Member
Jackie Craig, 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 6:00 PM and directed the Clerk to call the roll. **Vice Mayor Post, Council Members: Jackie Craig, Patti Comerford, Roxanne Ziegler (Excused), John Officer, and Herb Kai.**

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

APPROVAL OF AGENDA:

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

DISCUSSION/DIRECTION/POSSIBLE ACTION

D1 Relating to the Marana Town Code; update, discussion, and direction regarding potential revisions to the Marana Town Code, including updates to the 2008 Outdoor Lighting Code; updates to the Land Development Code, including discussion of

proposed revisions to Chapter 17-3 (Administration and Enforcement), and proposed revisions to Title 5 (Zoning) of the Marana Land Development Code, and the replacement of Title 5 (Zoning) by Chapter 17-4 (Zoning) in the Marana Town Code; and possible implementation of a Neighborhood Preservation Code (Jason Angell)

Development Services Director Jason Angell provided a PowerPoint Presentation on the Proposed Town Code Updates, and introduced several Town staff who will provide additional information during the presentation including: **Senior Planner Steven Cheslak, Community Development Director Lisa Shafer, Associate Town Attorney David Udall, Town Attorney Jane Fairall, and Town Manager Terry Rozema who may provide additional comments.** *(The video of the full presentation is available for viewing on the Town's website, as well as a copy of the printed presentation is available in the Town Clerk's Office.)*

Mayor Honea and **Council Members** asked questions of staff related to the presentation of the code. Each staff person provided responses to the questions or concerns as Council brought forward questions.

Mr. Angell thanked Mayor Honea and Council Members for its feedback, and stated **Mr. Udall** would be first in bringing back Chapter 17-3 for Council's consideration on the February 16, 2021 Council Agenda. Staff would continue to work on the other items discussed, and would bring those forward at the appropriate time.

EXECUTIVE SESSIONS

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

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

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Vice Mayor Post, moved and Council Member Comerford second the motion to adjourn the meeting. Motion passes, 6-0. Meeting adjourned at 7:40 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes for the Study Session Meeting of the Marana Town Council meeting held on February 9, 2021. I further certify that a quorum was present.

_____

Cherry L. Lawson, Town Clerk

DRAFT

MARANA TOWN COUNCIL

REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, February 2, 2021, at or after 6:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
Patti Comerford, Council Member
Jackie Craig, 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 6:00 PM and directed the Clerk to call the roll. **Mayor Honea, Vice Mayor Post, Council Members: Jackie Craig, Patti Comerford, Roxanne Ziegler, John Officer (remotely), and Herb Kai.**

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

APPROVAL OF AGENDA

Council Member Kai moved and Council Member Ziegler second the motion approving the agenda as presented. Motion passes unanimously, 7-0.

CALL TO THE PUBLIC

PROCLAMATIONS

P1 Proclamation declaring 2021 as, "Get Outdoors Arizona" (Jim Conroy)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Officer reported that he was home in quarantine at this time.

Council Member Ziegler stated she is glad to see **Mayor Honea**, as she just ended the 5:00 PM Council Committee Meeting and thanked all in attendance for their patience with her.

Council Member Comerford stated she is glad that it is Outdoor Recreation Month, as she and her husband recently purchased a new travel trailer. That is their new plan as they approach retirement to take the travel trailer out on the roadways.

Mayor Honea thanked **Council Member Ziegler** for driving as both attended the Fort Tucson event. It is one of the first big public events that he has attended in a year he said it was a great event.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Interim Town Manager reported the Town does not have available at this time the Executive Report as it takes some time to pull the information together. He reported that Development Services issued 99 single-family housing permits in January. Last year in January, the Town issued 76 single-family housing permits. For the fiscal year, the Town is at 565 as compared to 482 last year.

He reminded Council that the March 2, 2021 Council Meeting has been canceled because of the scheduled Council Retreat Meeting on March 4-5, 2021. The meeting will occur in Phoenix and the town currently has a draft agenda that staff is working to finalize.

Regarding Covid-19 vaccinations, he is happy to report that persons who were eligible to receive the vaccine, the town is over 50% of those people eligible to receive the vaccine has received their first shot.

Lastly, he was in Phoenix for his last Chief Quarterly Meeting at that meeting Chief Nunez received state recognition as the Robert J. Devries Leadership in Accreditation Award. Chief Nunez continues to be at the forefront in our state bringing professionalism to the policing profession, and he has been instrumental in bringing that to other agencies within the state to achieve their accreditation.

PRESENTATIONS

CONSENT AGENDA

C1 Resolution No. 2021-011: Relating to Utilities; approving and authorizing the Mayor to execute agreements for construction of water and sewer facilities under private contract with Mandarina Holdings, LLC for Mandarina offsite water and offsite sewer facilities (David L. Udall)

C2 Resolution No. 2021-012: Relating to Development; approving a final plat for Gladden Farms Block 27 - Phase I, Lots 1-81, Common Areas A-1 - A-12 (Landscape, Utilities, Drainage and Grading) and Common Areas B-1 - B-4 (Recreation, Landscape, Utilities, Drainage and Grading) located at the southeast corner of Moore Rd. and Mike Etter Blvd. (Justin Currie)

C3 Approval of the Regular Council Meeting Summary Minutes of January 19, 2021, and the Council Study Session Meeting Summary Minutes of January 12, 2021. (Cherry Lawson)

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

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

B1 Resolution No. 2021-013: Relating to Boards, Commissions and Committees, making an appointment to the Town of Marana Planning Commission (Cherry L. Lawson)

Ms. Lawson provided an overview of this item relating to an appointment to the Marana Planning Commission.

Council Member Ziegler stated the Committee had a good discussion during its meeting at 5:00 PM to discuss making a recommendation to fill the Planning Commission vacancy. The Town received some great resumes for the position, and the Committee is recommending **John Flint** be appointed to serve on the Planning Commission.

Council Member Ziegler moved and Council Member Officer second the motion approving Resolution No. 2021-013 appointing John Flint to the Marana Planning Commission with a term ending June 30, 2023. Motion passes unanimously, 7-0.

John Flint thanked the Council for its recommendation and appointment to the Planning Commission. He provided an overview of his experience in the planning profession.

COUNCIL ACTION

A1 Resolution No. 2021-014: Relating to Parks and Recreation; approving and authorizing the implementation of the Marana Parks and Recreation 10 Year Master Plan (Jim Conroy)

Parks and Recreation Director Jim Conroy provided a PowerPoint Presentation on the Marana Parks and Recreation 10 Year Master Plan. *(A copy of this presentation is on file for review, as well as the video on the Town's website www.maranaaz.gov.)*

Council Member Craig commended all who were involved in creating and presenting the Marana Parks and Recreation 10 Year Master Plan. It is a well-researched and inclusive plan.

Council Member Craig moved and Vice Mayor Post second the motion approving Resolution No. 2021-014. Motion passes unanimously, 7-0.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Resolution No. 2021-015: Relating to Administration; appointing Terry S. Rozema as Town Manager; approving and authorizing the Mayor to execute an Employment Agreement between the Town of Marana and Terry S. Rozema (Jane Fairall) **Town Attorney Jane Fairall** provided an overview of Resolution No. 2021-015 appointing Terry S. Rozema as Town Manager; approving and authorizing the Mayor to execute an Employment agreement with **Interim Manager Terry Rozema.**

Ms. Fairall provided an overview of this item stating on January 19, 2021 the Mayor and Council entered into an executive session meeting to discuss **Mr. Rozema** employment. At that time upon coming out of executive session, Council directed staff to prepare an Employment Agreement for **Mr. Rozema** as the Town Manager. She has prepared the agreement according to the terms as directed by the Council, and enclosed in the packet for consideration. She stated there is an executive session scheduled on the agenda in the event Council wishes to have further discussion privately; although, not necessary.

Vice Mayor Post moved and Council Member Kai second the motion approving Resolution No. 2021-015 appointing Terry S. Rozema as Town Manager, and approving and authorizing the Mayor to execute an Employment Agreement between the Town of Marana and Terry S. Rozema.

Mayor Honea requested a roll call vote on the motion.

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

Nays: None

Motion passes unanimously, 7-0.

D2 Relating to Budget; discussion, direction and possible action regarding development of the fiscal year 2021/2022 budget, including proposed budget initiatives and expenditures (Terry Rozema)

Town Manager Terry Rozema thanked the Council for its confidence in him in leading the town, as it has been 35 years in public service, with the last 10 years as Marana's Police Chief and had been the most rewarding of his career, thus far. Although he has had

opportunities to do other things, he had not considered those things as he viewed himself as Marana's Police Chief until such time that he retires. He is humbled and honored that Council has placed him in this position, and will work hard for the Council and the Marana community. He thanked Council for the honor.

He provided an overview and asked whether Council had any requests to be included as, the Town prepares the budget for the upcoming fiscal year 2022.

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 of the public and private projects occurring in Marana, and reviewing where the information exists on the website.

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 (Terry Rozema)

Mr. Rozema stated there is not much to report on the federal level; however, on the state it is business as usual. A couple of bills that the town has been tracking seems to be going away. One in particular that is important to Marana – SB1057 that deals with contracts that would have been detrimental to municipalities. That one has died. House Bill 2211 that deals with TPT. In its current form, it appears as though it is dying a slow death as well; however, it is possible that a new version of that will come back. We do not know what that would look like at this time.

He thanked **Council Member Ziegler** for her suggestion of creating a Legislative Summary Report of those bills that the Town is following, and that are of concern.

Council Member Ziegler thanked **Mr. Rozema** for putting together the report as she finds the information helpful. **Mr. Rozema** credited **Assistant to the Town Manager Heath Vescovi-Chiordi** for creating the report.

Mayor Honea reported that **Mr. Rozema** had spoken with TriAdvocates and Senator Leach, that he spoke with Senator Leach last week and he had dropped the bill by $5M for the Tangerine Road widening project. **Mr. Rozema** stated if that bill goes through, it is the town's hope it does. If it does, it would be a big boost to the $17M that is needed for our portion of that project.

EXECUTIVE SESSIONS

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

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

E2 Executive Session pursuant to A.R.S. § 38-431.03 (A) (1) for discussion, consideration and possible interviews of candidates for appointment to the Planning Commission.

E3 Executive Session pursuant to A.R.S. §38-431.03 (A)(1) to discuss the employment of Interim Town Manager Terry Rozema, including the possible appointment of Mr. Rozema as Town Manager and discussion of the terms of the Town Manager's Employment Agreement.

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Vice Mayor Post, moved and Council Member Comerford second the motion adjourning the meeting. Motion passes unanimously, 7-0. Meeting adjourned at 6:53 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on February 2, 2021. I further certify that a quorum was present.

_____

Cherry L. Lawson, Town Clerk

DRAFT

Council-Regular Meeting **A1**

Meeting Date: 02/16/2021

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: February 16, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2021.001; Relating to Development; approving a rezoning of approximately 40 acres of land located east of Interstate 10, south of Tangerine Road, and west of Breakers Road from Zone C - Large Lot Zone to Heavy Industry (HI) (Brian D. Varney)

Discussion:

Request
Paradigm Land Design, LLC, representing MC Tangerine Property, LLC, is requesting to rezone approximately 40 acres of land from Zone C - Large Lot Zone to Heavy Industry (HI).

Marana General Plan
The 2040 Marana General Plan designates the proposed rezoning area as the land use category of Employment (E). The Employment designation applies to areas best suited for the development of industrial, warehousing, manufacturing, business park, corporate center, research and development, and similar land uses. The land uses proposed with this rezoning are consistent with the General Plan.

Surrounding and Existing Land Use
The rezoning area is bordered on the north by both Zone C and HI zoning that is occupied by commercial and industrial uses. Property to the east is also zoned Zone C and HI with commercial and industrial land uses as well as undeveloped land. Agricultural land use and undeveloped land is located south of the rezoning area and zoned Zone C. The zoning of the property west of the rezoning area is Mixed Use Zone (MU-1), and contains commercial / industrial land uses as well as a few single-family residential properties.

The topography of the property is characterized by relatively flat terrain with a typical slope from the northeast to the southwest. As the applicant moves forward with plans for development of the site, a grading plan and additional drainage study will be required that will evaluate all on-site and off-site drainage in greater detail. All appropriate drainage infrastructure, including an on-site drainage basin, will be required to be constructed by the developer.

Proposed Land Use
The land uses proposed with the development of this property include recreational vehicle storage, indoor storage, and contractor storage yards. The applicant also plans to operate his contracting business from the site. The Land Use Concept Plan, Exhibit III-D-2 of the site analysis document, indicates that approximately half of the site is proposed to be utilized as contractor yards, and the remaining area to be used for Recreational Vehicle and indoor storage. The plan indicates that the size of the individual yards may vary depending upon the demand of the market.

Future development of the site will be subject to the development plan process to include; site plan review, landscaping, design review, improvement plans, and ultimately followed with construction plan documents. Applicable development within the site will be subject to the Town's design standards to ensure quality development.

Access and Circulation
Two points of access are proposed off of Breakers Road. One access will serve both the RV and indoor storage components, and a second access will be provided for the contractor storage yards. The Town is requiring the dedication of land for additional right-of-way along Breakers Road at a width of approximately 30 feet to align with existing right-of-way north of the project. The Town is also requiring road improvements (paving) to Breakers Road along the project's frontage that are appropriate for the accommodation of industrial vehicle traffic in accordance with Town standards and the approved traffic statement. The Town's Traffic Engineering Division has approved the traffic statement submitted for the project.

Utilities
The rezoning area is located within the Marana Water service area and will be served by the Town. The Town is requiring an extension of the existing
water infrastructure, including a 16" water line, to the southern boundary of the rezoning area. A proposed plan identifying water use, fire flow requirements and all on-site and off-site water facilities will be required during the development plan process. A water service agreement and all necessary on-site and off-site water infrastructure will be required to be constructed by the property owner / developer at time of development.

Sewer service will be provided by private on-site septic systems. The rezoning area lies within the service areas of Northwest Fire District, TRICO Electric, Southwest Gas, and Century Link.

Citizen Participation

The applicants held an online neighborhood meeting on September 9, 2020 to introduce the proposed rezoning to the nearby property owners and determine the level of support or concern regarding the project. The applicant indicated the meeting was attended by three property owners who concurred the use was appropriate for the location. There was concern that water pressure could be an issue and felt that future water infrastructure improvements by the Town would be beneficial.

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

Recommended Findings of Fact

1. The property is currently zoned Zone C - Large Lot Zone. The proposed change in zoning to Heavy Industry (HI) is supported by the Employment (E) land use category of the 2040 Marana General Plan.
2. With the acceptance of the recommended conditions, the proposed rezoning is in compliance with all other development standards of the Land Development Code related to the proposed zoning classification.
3. The proposed rezoning, with acceptance of the recommended conditions, does not appear to be detrimental to the immediate area or to the health, safety, and welfare of the inhabitants of the area and the Town of Marana.

Case Analysis Review Criteria
1. *Ability to comply with development regulations, i.e. water, sanitation, access, developable parcel, etc.:*
With the acceptance of the recommended conditions this rezoning complies with the requirements of all agencies.

2. *Ability to comply with requirements of the zoning regulations, i.e. lot size, frontage, setbacks, etc.:*
With the acceptance of the recommended conditions this rezoning complies with the requirements, the purpose and intent of the Marana Land Development Code.

3. *Consistent with the purpose of the zoning regulations and with the intent of the General Plan:*
This amendment is consistent with the purpose and intent of the Town of Marana General Plan.

4. *Compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the Town:*
Based upon the requirements and conditions, this amendment does not appear to be detrimental to the immediate area or to the general health, safety, and welfare of the inhabitants of the area and the Town of Marana.

Staff Recommendation:

Staff recommends the adoption of Ordinance No. 2021.001, approving the Tangerine 40 Rezoning based upon the recommended findings and subject to the conditions set forth in the draft ordinance included with these agenda materials.

Planning Commission Recommendation:
The Planning Commission heard the request for the proposed rezoning on January 27, 2021. By a vote of 4-0, the Planning Commission voted to recommend approval of the Tangerine 40 Rezoning to the Town Council.

Suggested Motion:
I move to adopt Marana Ordinance No. 2021.001, approving the Tangerine 40 Rezoning subject to the recommended conditions.

Attachments

Ordinance No. 2021.001
Exhibit A to Ordinance - Legal Description
PCZ2011-001 TANGERINE 40 Map
PCZ2011-001 TANGERINE 40 App
PCZ2011-001 TANGERINE 40 Site Analysis
PCZ2011-001 Tangerine 40 Rezoning Presentation

MARANA ORDINANCE NO. 2021.001

RELATING TO DEVELOPMENT; APPROVING A REZONING OF APPROXIMATELY 40 ACRES OF LAND LOCATED EAST OF INTERSTATE 10, SOUTH OF TANGERINE ROAD, AND WEST OF BREAKERS ROAD FROM ZONE C - LARGE LOT ZONE TO HEAVY INDUSTRY (HI)

WHEREAS MC Tangerine Property, LLC, (the "Property Owner") owns a total of 40 acres of land located east of Interstate 10, south of Tangerine Road, and west of Breakers Road within Section 5, Township 12 South, and Range 12 East, described and depicted on Exhibit "A" attached to and incorporated in this ordinance by this reference (the "Rezoning Area"); and

WHEREAS the Property Owner has authorized Paradigm Land Design, LLC to submit an application to rezone the Rezoning Area from Zone C - Large Lot Zone to Heavy Industry (HI) ("this Rezoning"); and

WHEREAS the Marana Planning Commission held a public hearing to consider this Rezoning on January 27, 2021 and voted 4-0 to recommend that the Town Council approve this Rezoning subject to the recommended conditions; and

WHEREAS the Marana Mayor and Town Council held a public hearing to consider this Rezoning on February 16, 2021, and determined that this Rezoning should be approved.

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

Section 1. The zoning of the Rezoning Area is hereby changed from Zone C - Large Lot Zone to Heavy Industry (HI).

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

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

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

and state agencies to determine any action necessary to assure compliance with applicable laws and regulations.

9. The Property Owner shall transfer to the water provider, by the appropriate Arizona Department of Water Resources form, those water rights being IGR, Type I or Type II for providing designation of assured water supply and water service to the Rezoning Area. If Type I or Type II is needed on the Rezoning Area, the water provider and the Property Owner shall arrive at an agreeable solution to the use of those water rights appurtenant to the affected portion of the Rezoning Area.
10. Prior to the issuance of any grading permits, the Property Owner shall submit evidence to the Town that all federal permit requirements have been met through the Corps of Engineers and the State Historic Preservation Office, if federal permits are required for the development of the Rezoning Area.
11. A 100% clearance survey for the desert tortoise shall be completed by a qualified biologist at the Property Owner's expense prior to issuance of any grading permits. If a desert tortoise is found during the survey or at any time during construction, the Property Owner shall immediately notify the AZGFD, and the tortoise shall be moved in accordance with the most current AZGFD Tortoise Handling Guidelines at the Property Owner's expense.
12. The Property Owner shall not cause any lot split of any kind without the written consent of the Town of Marana.
13. The Property Owner shall dedicate right-of-way at a width of approximately 30 feet along the eastern boundary of the Rezoning Area in accordance with the approved traffic statement prior to approval of a development plan or upon demand by the Town of Marana.

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

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of February, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Exhibit "A"

Tangerine 40 Legal Description
(per Bruce Small RLS)

PARCEL 1:

The East half of the North half of the Southwest Quarter of the Northeast Quarter, Section 5, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

TOGETHER WITH a 60 foot easement for ingress, egress and private and public utilities for the benefit of all owners of record in the Northeast Quarter of said Section 5, over the 30.00 feet West of and the 30.00 feet East of the common North South line of Lots 1 and 2 of said Section 5, as granted by Deed of Easement recorded April 02, 1979 in Docket 5996 Page 913.

PARCEL 2:

The West half of the North half of the Southwest Quarter of the Northeast Quarter, Section 5, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

TOGETHER WITH a 60 foot easement for ingress, egress and private and public utilities for the benefit of all owners of record in the Northeast Quarter of said Section 5, over the 30.00 feet West of and the 30.00 feet East of the common North South line of Lots 1 and 2 of said Section 5, as granted by Deed of Easement recorded April 02, 1979 in Docket 5996 Page 913.

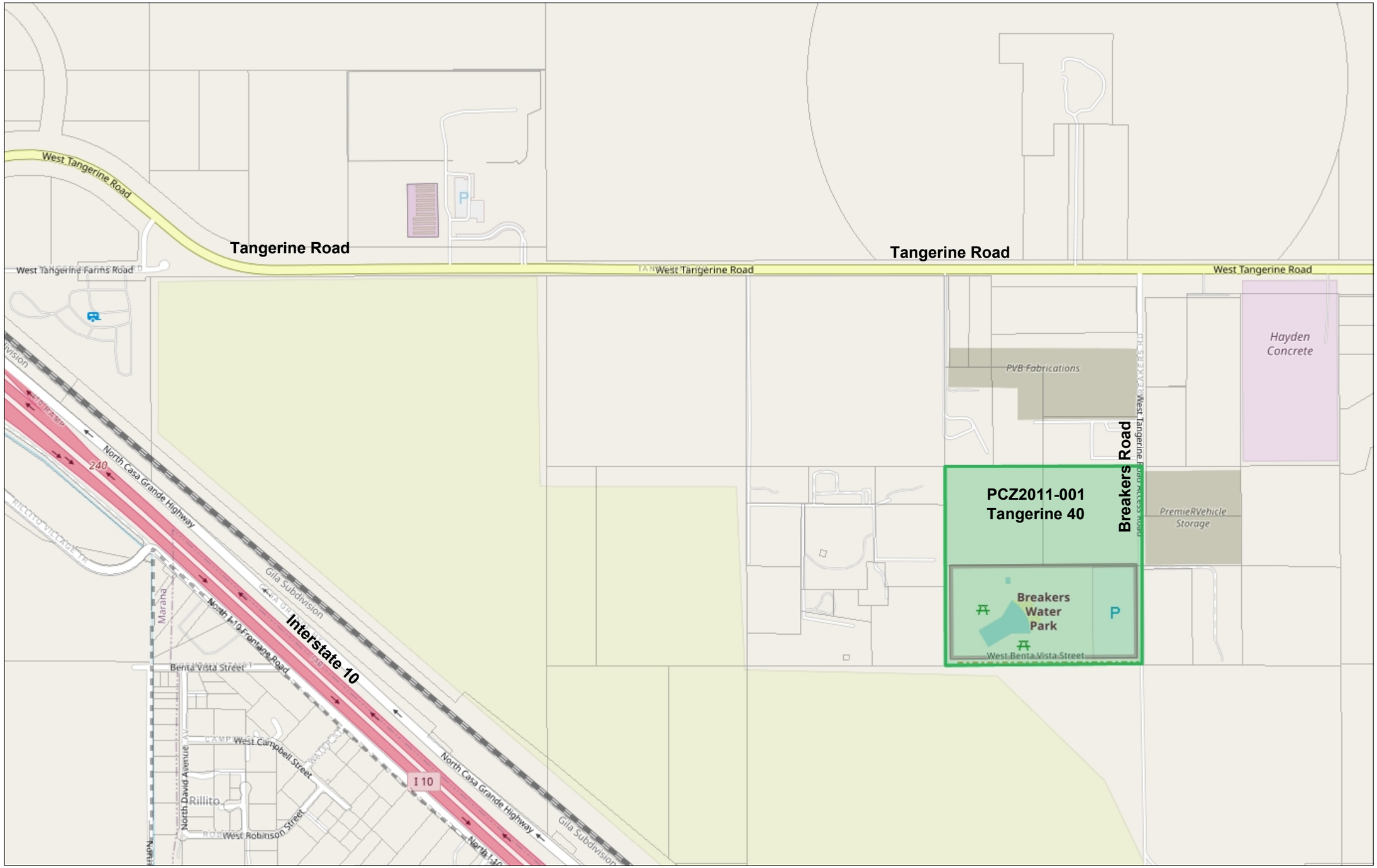
PARCEL 3:

The South half of the Southwest Quarter of the Northeast Quarter, Section 5, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

TOGETHER WITH a 60 foot easement for ingress, egress and private and public utilities for the benefit of all owners of record in the Northeast Quarter of said Section 5, over the 30.00 feet West of and the 30.00 feet East of the common North South line of Lots 1 and 2 of said Section 5, as granted by Deed of Easement recorded April 02, 1979 in Docket 5996 Page 913.

Town of Marana Planning

PCZ2011-001: Tangerine 40 Rezoning



Legend

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

1: 9,028

0.3 0 0.14 0.3 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

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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

Notes

Enter Map Notes

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: Tangerine 40			
Description of Project: RV/Self-Storage & Contractor Yards			Number of Lots: n/a
Parcel No.(s): 216-08-0100, 0110 & 0160			Gross Area (Acres): 40
Project Address: 11651 N. Breakers Rd., 85658			
Ref. Project No.:			

CONTACT INFORMATION

Owner: Breakers 95 LLC	Contact Name: James Davenport		
Address: 7373 N. Cobblestone Rd.	City: Tucson	State: AZ	Zip: 85718
Email: jansofa@gmail.com	Phone No.:		
Applicant: Marc Martinez	Contact Name:		
Address: PO Box 89339	City: Tucson	State: AZ	Zip: 85752
Email: admin@marconex.net	Phone No.: (520) 760-1567		
Consultant/Engineer: Paradigm Land Design LLC	Contact Name: Paul Oland		
Address: 7090 N. Oracle Rd. #178-193	City: Tucson	State: AZ	Zip: 85704
Email: GPO@ParadigmLand.US	Phone No.: (520) 664-4304		

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.)

Paul Oland		10/28/2020
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No. PCZ2011-001 **Date Received** 10/29/2020

Revision Date 03/29/2019

July 23, 2020

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

Re: Breakers 40 Acres
Authorization of Rezoning Application
Paradigm #20aya01

To Whom it May Concern:

This letter shall serve as authorization for Paradigm Land Design LLC to represent Breakers 95 LLC in the application for a rezoning affecting the property referenced above (APNs 216-08-0100, 0110 & 0160).

Breakers 95 LLC

Signature: James L Davenport

Printed Name: James L Davenport

Title: Owner

TANGERINE 40

REZONING SITE ANALYSIS

(PCZ2011-001)

PREPARED BY:

PARADIGM LAND DESIGN LLC

CONTACT: PAUL OLAND

GPO@PARADIGMLAND.US

(520) 664-4304

IN COLLABORATION WITH:

CMG DRAINAGE ENGINEERING, INC.

CYPRESS CIVIL

M Esparza Engineering, LLC

DECEMBER 2020

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I. INTRODUCTION

A. PROJECT OVERVIEW

The Tangerine 40 project ("Tangerine 40") is a proposed non-residential development consisting of 20 acres of contractor yards and 20 acres of RV / self-storage located along the west side of Breakers Road approximately one-quarter mile south of Tangerine Road. The Make Marana 2040 General Plan's "Employment" designation for the Tangerine 40 property indicates that these proposed uses are appropriate for this location. This is further supported by the General Plan's identification of the Tangerine Road Corridor being ideal for business growth. The proposed development under HI zoning is an appropriate and permitted use within the Employment land use designation, especially at this location in close proximity to Tangerine Road and Interstate-10.

The Make Marana 2040 General Plan also encourages redevelopment of outdated or obsolete properties. The Breakers Water Park was a regional recreational amenity for many years, but since it shut down several years ago the Tangerine 40 property has become a haven for illicit activity. This proposed redevelopment of the Breakers property will not only reduce the demand on the Marana PD but will replace the dilapidated property with new businesses meeting current demand.

This document has been prepared in support of a request to rezone the Tangerine 40 property from "C – Large Lot Zone" to "HI – Heavy Industry". The RV / self-storage element is proposed in response to increasing demand for secure storage facilities in Marana and the northwest Tucson area. The contractor yards element will provide a variety of secure, fenced yards for local trade contractors. The proposal is modelled after similar successful businesses in the Phoenix metropolitan area that answer demand for such yard space from local contractors who may not need many acres for their yard, and who are often prohibited by their home HOA from storing their equipment and supplies at their residence.

The project developer, Marcon Excavating & Construction, plans to relocate their existing headquarters from their current location in unincorporated Pima County to this site, within the "contractor yards" portion of the project. For more than 20 years, Marcon has provided construction services to dozens of top builders and developers in the greater Tucson area. Marcon's stated goal is to make expertise in the residential and commercial construction trades available to anyone tackling a major construction project.

B. PRIMARY OBJECTIVES

- Provide RV storage, self-storage, and contractor yards to help meet demand for these uses in the Town of Marana.
- Fulfill the Town of Marana's vision for business growth in the Tangerine Road corridor.
- Redevelop an existing blighted property.

C. STRATEGIC PLAN CONFORMANCE

The Tangerine 40 project will help indirectly fulfil a number of goals listed in the Marana Strategic Plan. Business attraction is an important goal of Marana's, and this project not only will bring a successful Tucson-area business into Marana's boundary, but it will also result in the creation of two new enterprises (the RV/self-storage and the contractor yards). The contractor yards are expected to support primarily local small business, which is another important goal of Marana's. Lastly, the defunct Breakers Water Park had become a hotspot for activities that required frequent allocation of Marana Police Dept. resources. The project developer has already acquired and secured the Tangerine 40 property, helping to make Marana a safer place.

II. INVENTORY & ANALYSIS

The purpose of the Inventory & Analysis section of this document is to catalog the various developmental opportunities and constraints impacting the property in order to provide a meaningful and relevant context for the development proposal detailed in Section III of this document. Through careful consideration of these existing conditions a design can be deemed appropriate for the area and made compatible with its surroundings.

A. EXISTING LAND USES

1. Site Location

   The Tangerine 40 property consists of three parcels located within Township 12, Range 12 East, Section 5, Town of Marana, Pima County, Arizona. The subject property totals approximately 39.9± acres and is located on the west side of Breakers Road one quarter mile south of Tangerine Road.

   The Pima County Tax Assessor designates the Tangerine 40 property as parcels 216-08-0100, 216-08-0110, and 216-08-0160.

   Per Marana Addressing, the administrative address for this development is 11731 N. Breakers Rd., Marana, AZ 85658. Please refer to Exhibit II-A-1: Site Location Map.

2. Existing Onsite Zoning and Land Uses

   The two northern parcels of the Tangerine 40 property are currently undeveloped and vacant. The southern parcel contains the now defunct Breakers Water Park. Please refer to Exhibit II-A-2: Aerial Photograph & Existing Land Uses and Exhibit II-A-2: Aerial Photograph.

   The Tangerine 40 property is currently zoned C – Large Lot (Marana). Please refer to Exhibit II-A-3: Existing Zoning.

   The Make Marana 2040 General Plan designates the Tangerine 40 property as "Employment (E)". As stated in the General Plan, the Employment land use designation is applied to areas within Marana that are best suited for development of industrial, warehousing, manufacturing, business park, corporate center, research & development, and other such land uses. Please refer to Exhibit II-A-4: Existing General Plan Land Uses.

3. Existing Adjacent Zoning and Land Uses

   a. Surrounding Zoning & Land Uses

      The Tangerine 40 property is surrounded by the following existing zonings and existing land uses. Please refer to Exhibit II-A-2: Aerial Photograph & Existing Land Uses, and Exhibit II-A-3: Existing Zoning.

      N: Existing zoning: C Large Lot Zone and HI Heavy Industrial
      Existing land use: Buhrke Pet Resort, Arizona Rattlesnake Avoidance Training, International Towers

      NE: Existing zoning: HI Heavy Industrial
      Existing land use: Premier RV Storage, Hayden Concrete Products, Ray Ready Mix

      E: Existing zoning: HI Heavy Industrial and C Large Lot Zone
      Existing land use: Undeveloped Commercial Land, Mission Steel, Dorado Rock & Materials

      SE: Existing zoning: C Large Lot Zone
      Existing land use: Undeveloped

      S: Existing zoning: C Large Lot Zone
      Existing land use: Agricultural

      SW: Existing zoning: C Large Lot Zone
      Existing land use: Agricultural

      W: Existing zoning: MU-1 Mixed Use Zone
      Existing land use: We Fab Holdings, Hudson Arizona Properties, Animal Boarding, Residential/Quasi-Residential Uses

      NW: Existing zoning: C Large Lot Zone
      Existing land use: Undeveloped

   b. Surrounding Building Heights

      Existing buildings both on the Tangerine 40 property and properties adjacent to the subject property are single story.

c. Surrounding Pending Rezonings

There are no pending rezonings within one-quarter mile of the Tangerine 40 property.

d. Surrounding Conditionally Approved Zonings

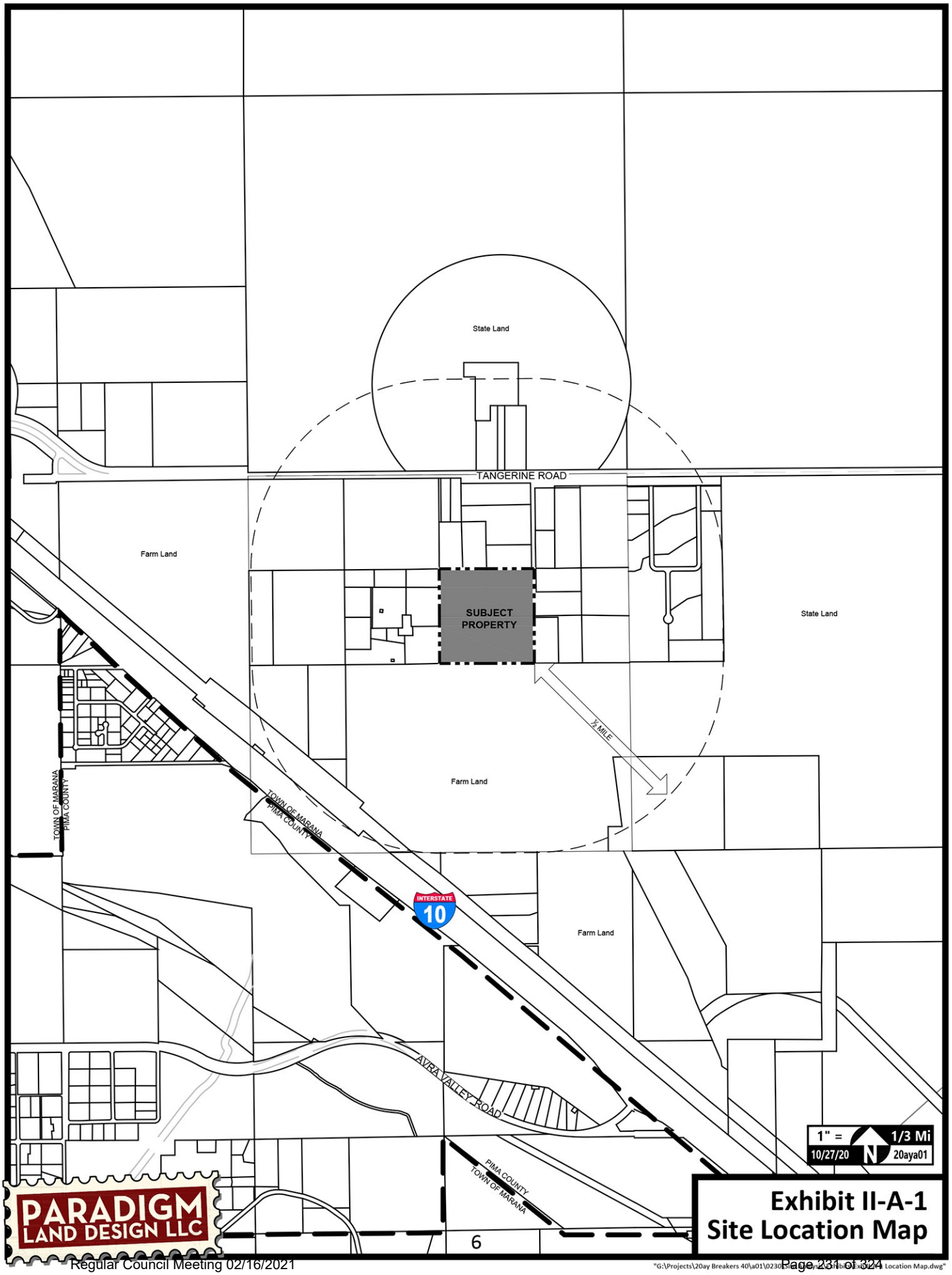
There are no conditionally approved zonings within one-quarter mile of the Tangerine 40 property.

e. Approved Subdivisions & Development Plans

Tangerine Business Park is a 78-acre subdivision located northeast along Tangerine Road. The block plat has ten blocks. Park Sol Dog, a proposed veterinary clinic to the east, has a current Development Plan in review. Premier RV Storage, an existing facility to the east, has a development plan for an expansion in review. PVB Fabrication, to the north, has a current Development Plan in review. The Park 'n Shade of Tucson & Contractor's Yards development plan was approved roughly one quarter mile northeast of the Tangerine 40 property. The International Towers development plan was approved adjacent to the Tangerine 40 property's northern edge.

f. Architectural Styles used in Adjacent Properties

Architectural styles near the Tangerine 40 property are generally built of either brick or metal siding in either the ranch or the contemporary style.



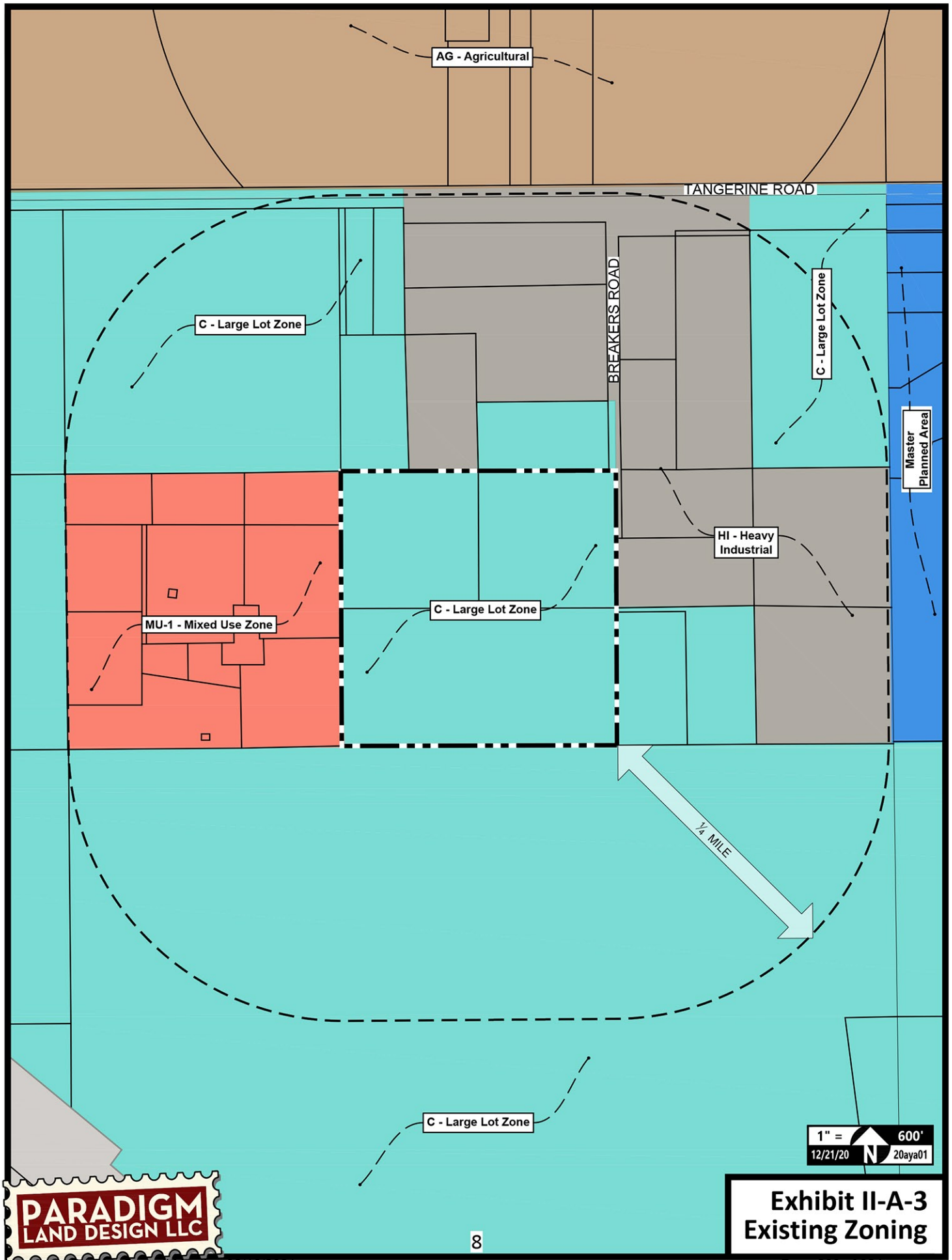
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PARADIGM LAND DESIGN LLC

Exhibit II-A-2
Aerial Photo & Existing Land Uses

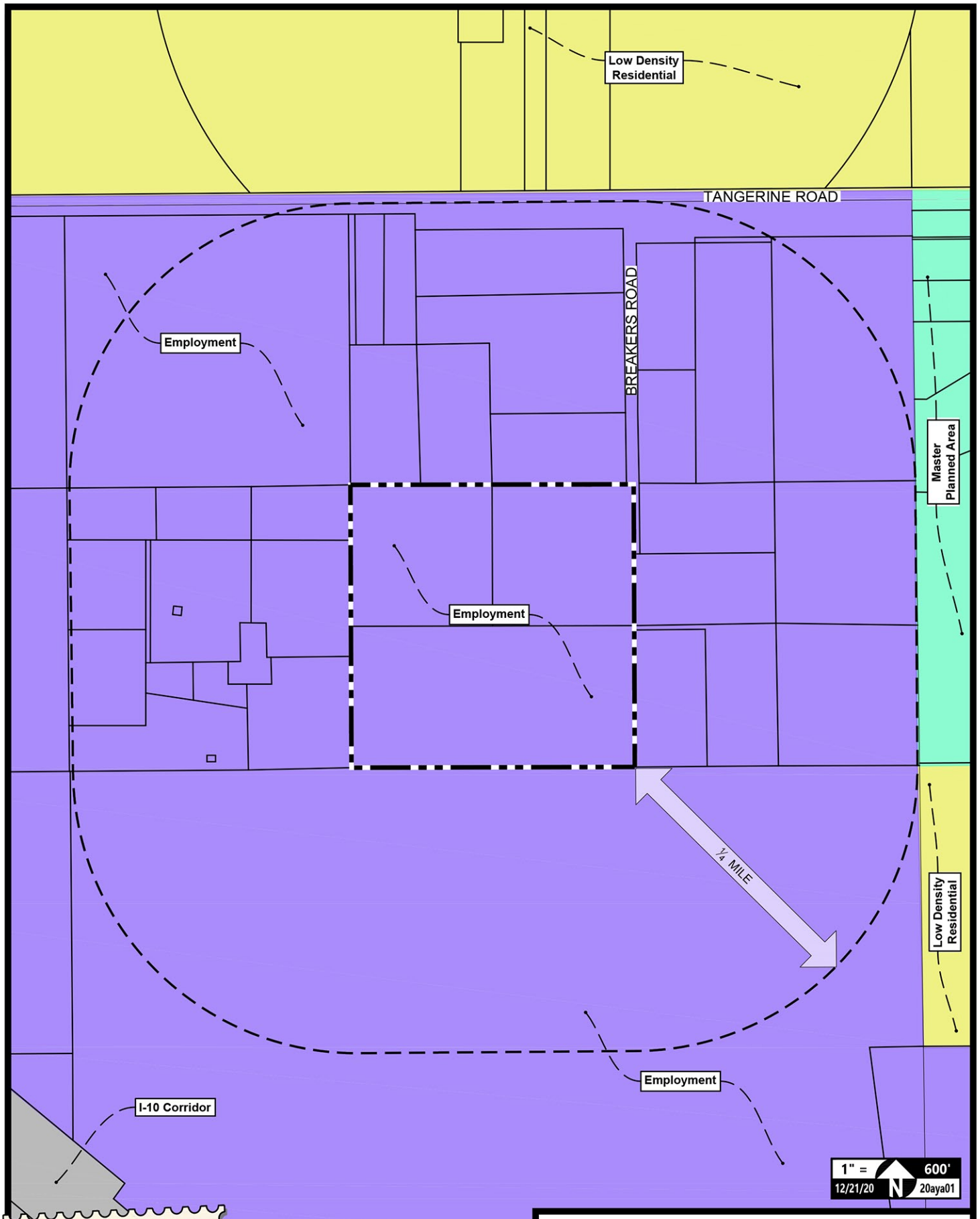
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PARADIGM LAND DESIGN LLC

Exhibit II-A-3
Existing Zoning

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PARADIGM LAND DESIGN LLC

Exhibit II-A-4
Existing General Plan Land Uses

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B. TOPOGRAPHY

1. Existing Topographic Character

   The topography of the Tangerine 40 property is generally characterized by relatively flat terrain with a very gentle downward slope from northeast to southwest.

   Slopes less than 15% characterize the entire Tangerine 40 property with elevations ranging from approximately 2,104 feet at the highest point near the northeast corner of the subject property to 2,066 feet at the lowest point near the southwest corner of the subject property. The site features a single, shallow drainageway. The site does not contain any hillside conservation areas, rock outcrops, or other significant topographic features. Please refer to Exhibit II-B-1: Topography.

2. Pre-Development Slope

   a. Average Cross-Slope

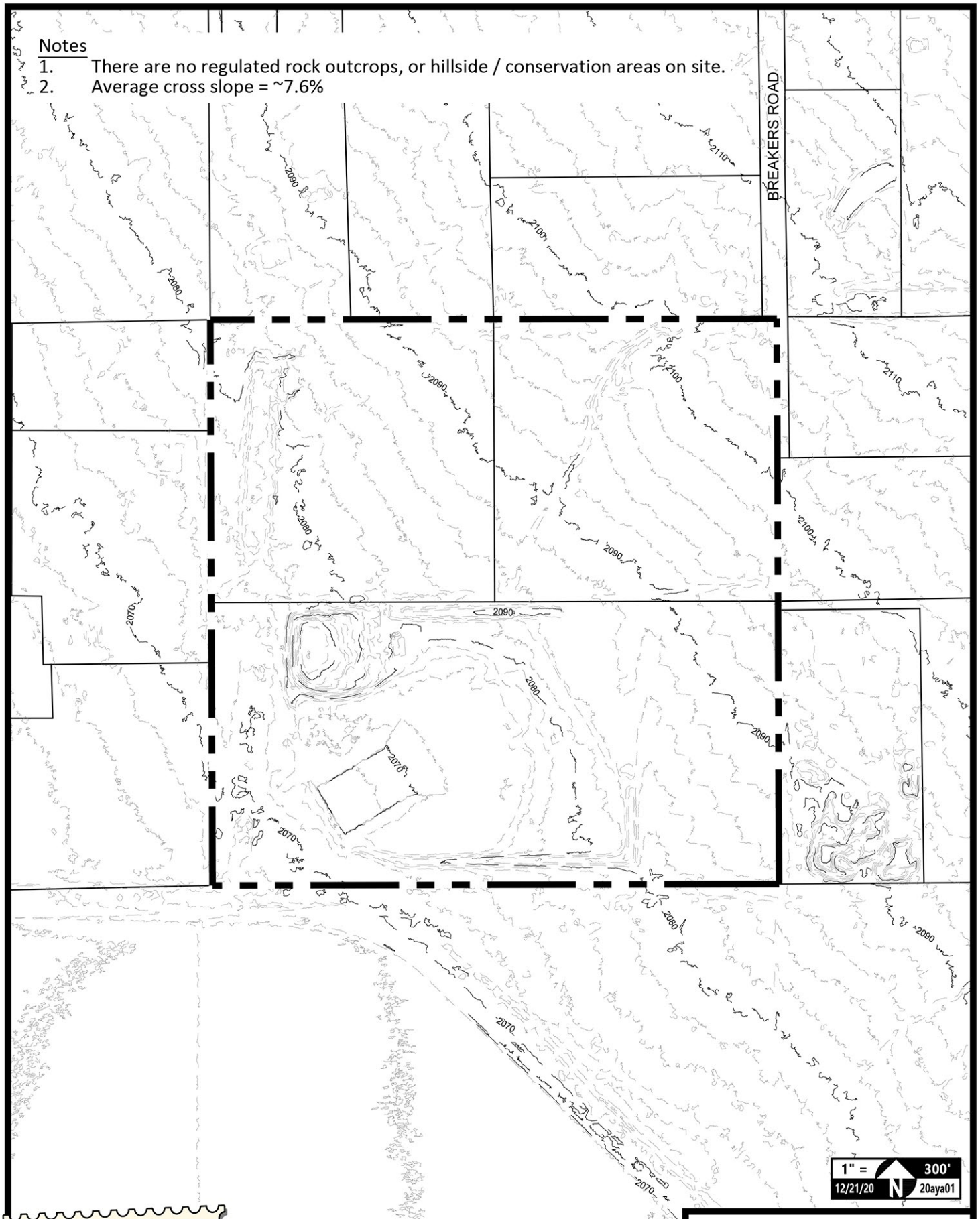
   The pre-development average cross-slope for the Tangerine 40 property is approximately 7.6 percent, according to the following formula:

   C= Contour Interval
   L= Length of Topographic Contours
   A= Acreage of Site

   (C x L x 0.0023) / A = Average Cross Slope
   (2' x 65,555' x 0.0023) / 39.9 ac. = 7.6%

   b. Average Overall Slope

   The pre-development average overall slope is 2% from the northeast corner to the southwest corner of the Tangerine 40 property. The significant difference between the average cross slope and the overall slope is due to the large berm onsite that was constructed as part of the Breakers Water Park improvements.



PARADIGM LAND DESIGN LLC

Exhibit II-B-1
Existing Topography

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C. HYDROLOGY

This section of the site analysis describes pre-development onsite and offsite hydrologic and hydraulic characteristics. CMG Drainage Engineering, Inc. (CMG) conducted a preliminary drainage assessment for the development site based on the results of recent hydrologic computations using the PC Hydro method.

1. Offsite Features Affecting Site

   There are no significant offsite features that affect the development site. Upstream floodplain conditions can be defined as sheet flow and watershed divides are difficult to identify. As such, flows can cross watershed boundaries during higher magnitude storms. Roads and small earthen berms may direct or divert flows during small storms but are inconsequential during the 100-year event.

2. Acreage of Upstream Offsite Watersheds

   Exhibit II-C-1: Onsite & Offsite Hydrology shows the boundaries of offsite watersheds that impact the Tangerine 40 property. This development is located within a critical hydrologic basin as defined by the Town of Marana. The upstream watersheds impact the subject property at four concentration points along the north and east property boundaries. These flow Concentration Points, identified as CP-1, CP-2, CP-3, and CP-4 are labeled numerically on the exhibit, and their respective 100-year discharges and watershed acreages are listed in tabular form on the exhibit. There is one concentration point along the downstream boundary labeled as CP-1 on the exhibit.

Concentration Point	Area (Acres)	Q100 (CFS)
1 (Incl. CP 1-5)	851.6	607.8
2	42.7	128.9
3	60	120
4	697.4	611.5
5	11.5	40.1

3. Onsite Hydrology Characteristics

   There are no well-defined onsite watershed boundaries due to the sheet flow conditions present throughout the area. The land surface slopes toward the southwest property corner.

   Please refer to Exhibit II-C-1: Onsite & Offsite Hydrology.

   a. 100-year Floodplains with Peak Discharges ≥ 50 CFS

   All peak discharges entering and exiting the site, as well as their contributing drainage areas have been shown on Exhibit II-C-1: Onsite & Offsite Hydrology.

   b. Areas of Sheet Flooding and Average Depths

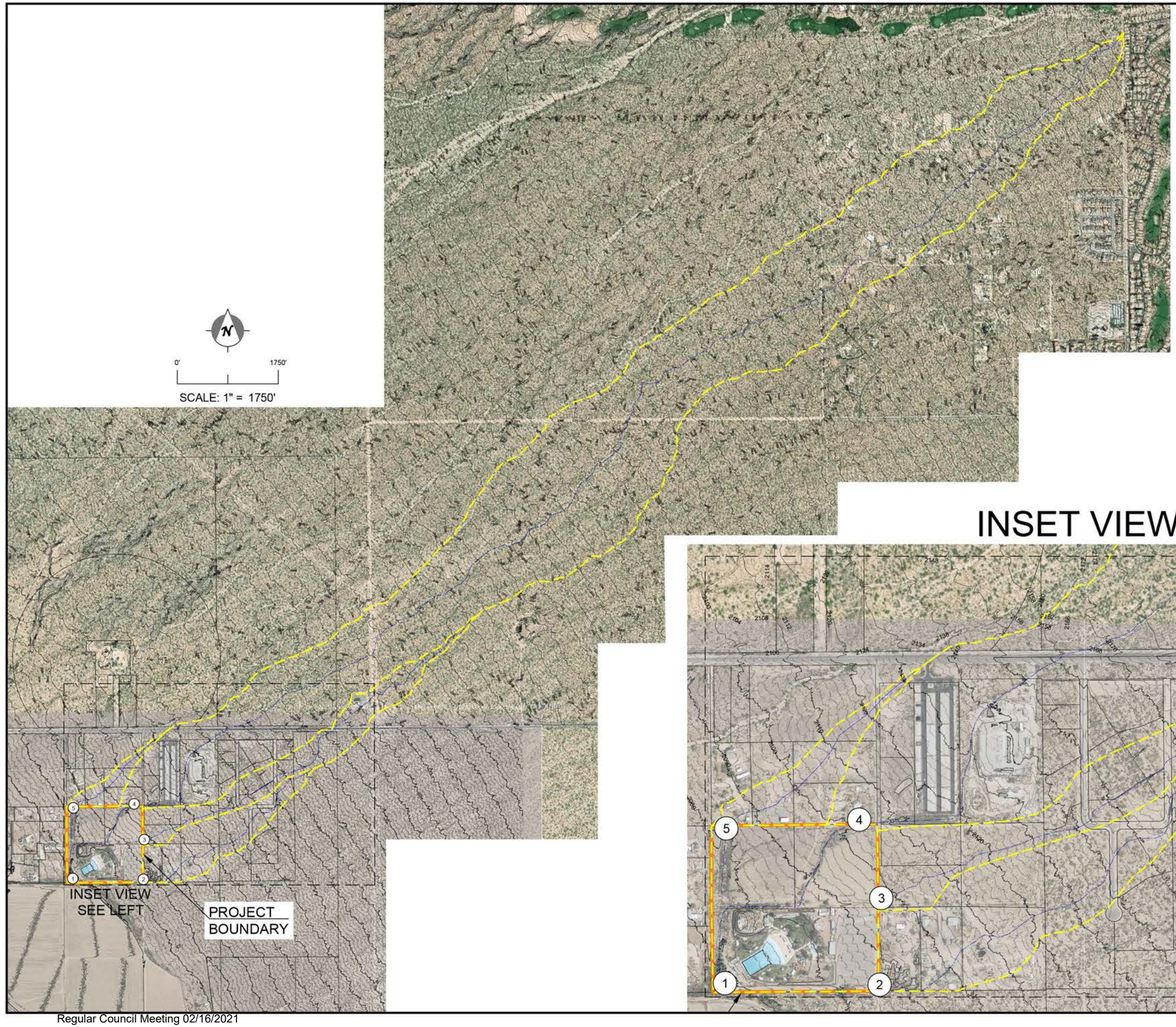
   Areas of sheet flooding are present across this entire development site.

   c. Federally Mapped Floodways and Floodplains

   The effective FEMA floodplain limits and zone designations have been shown on Exhibit II-C-2: Effective FEMA Floodplain Map. FEMA shows the Tangerine 40 property to be in Zone A01 which indicates average flooding depths of about one foot.

4. Existing Drainage Conditions along the Downstream Property Boundary

   Stormwater runoff leaving the site along the south and west boundaries as sheet flow. The primary point of concentration is the southwest corner of the Tangerine 40 property. Existing earthen ditches and berms direct low flows to this location. An existing earthen berm directs flow due west along the north side of a farm field.

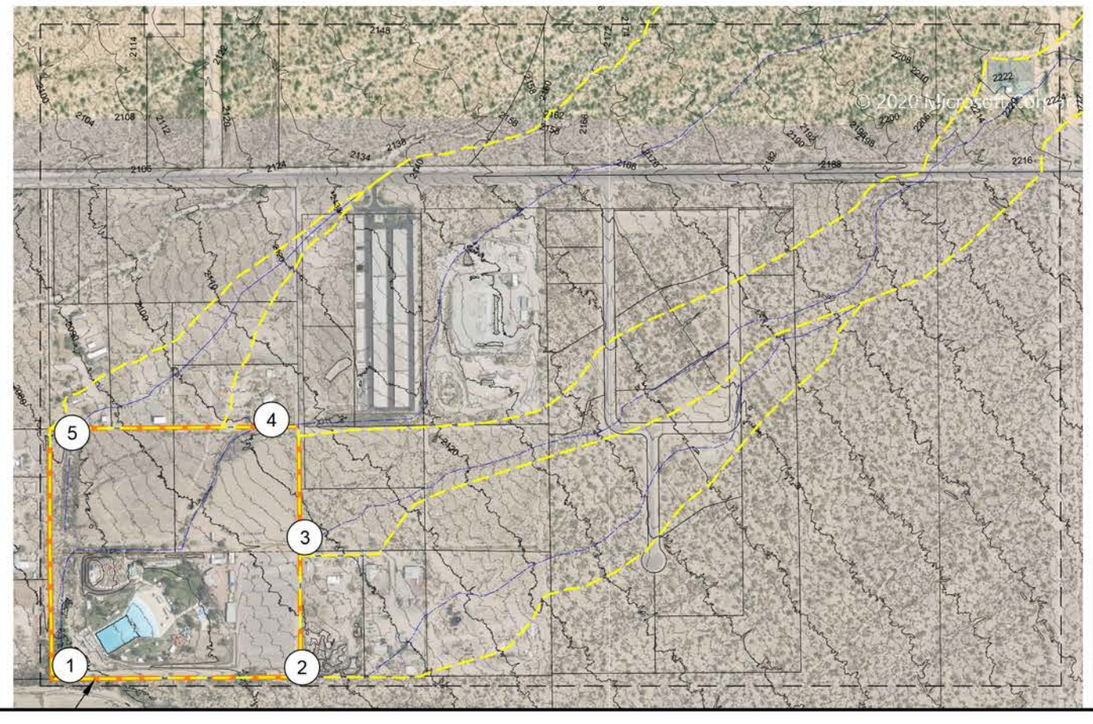


LEGEND

- PROPERTY BOUNDARY
- WATERSHED BOUNDARY
- STREAMLINE
- (1) CONCENTRATION POINT (CP)

CP SUMMARY TABLE		
CP	AREA (AC)	Q100 (CFS)
1 (INC. CP-1-5)	851.6	607.8
2	42.7	128.9
3	60	120
4	697.4	611.5
5	11.5	40.1

INSET VIEW



N
0'
800'
SCALE: 1" = 800'

CMG DRAINAGE ENGINEERING, INC.
3555 N. Mountain Ave. Tucson, Arizona 85719
Phone (520) 882-4244 Fax (520) 888-1421

EXHIBIT II-C-1:
ONSITE & OFFSITE HYDROLOGY

BREAKERS40 RV STORAGE

SHEET 1 OF 1

Z:\PROJECTS\2020\20-031_Breakers40_Rv_Storage\CADD\20-031-cmgbase.dwg (Exh II-C-1 Onsite & Offsite Hydrol)



0' 800'

SCALE: 1" = 800'

LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X — Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X — Areas determined to be outside the 0.2% annual chance floodplain.

ZONE D — Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- Limit of Moderate Wave Action
- 513 — Base Flood Elevation line and value; elevation in feet*

PROPERTY BOUNDARY

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 1045L

FIRM

FLOOD INSURANCE RATE MAP

PIMA COUNTY, ARIZONA AND INCORPORATED AREAS

PANEL 1045 OF 4750

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS

COMMUNITY	NUMBER	PANEL	SUFFIX
MARANA, TOWN OF	040118	1045	L
PIMA COUNTY	040073	1045	L

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER
04019C1045L

MAP REVISED
JUNE 16, 2011

Federal Emergency Management Agency

CMG DRAINAGE ENGINEERING, INC.
3555 N. Mountain Ave. Tucson, Arizona 85719
Phone (520) 882-4244 Fax (520) 888-1421

EXHIBIT II-C-2:
EFFECTIVE FEMA FLOODPLAIN MAP

BREAKERS40 RV STORAGE

SHEET 1 OF 1

Z:\PROJECTS\2020\20-031_Breakers40_Rv_Storage\CADD\20-031-cmgbase.dwg (Exh II C-2 Effec FEMA Fpl Map)

D. VEGETATION

1. Onsite Vegetative Communities and Associations

   Most of the site has been previously disturbed by agricultural activities and the Breakers Water Park development. Undisturbed portions of the site feature vegetation typically found within the Arizona Upland Sonoran Desert Scrub Biotic Community, Paloverde – Mixed Cacti series. On the northern parcels native species include creosote (Larea tridentata), native mesquite (Prosopis velutina), Palo Verde (Cercidium microphyllum), and Desert Willow (Chilopsis linearis). On the southern parcel vegetation consists of Date Palms (Phoenix dactylifera), Fan Palms (Washingtonia robusta), Eucalyptus (Eucalyptus sp.), and Aleppo Pine (Pinus halepensis).

2. Significant, Threatened or Endangered Flora

   The site is not characterized by unusually high native plant density or an unusually large number of mature specimens of individual trees or columnar cactus species. Grading and clearing have substantially altered the landscape onsite. No threatened or endangered flora are known to exist onsite.

3. Vegetative Densities

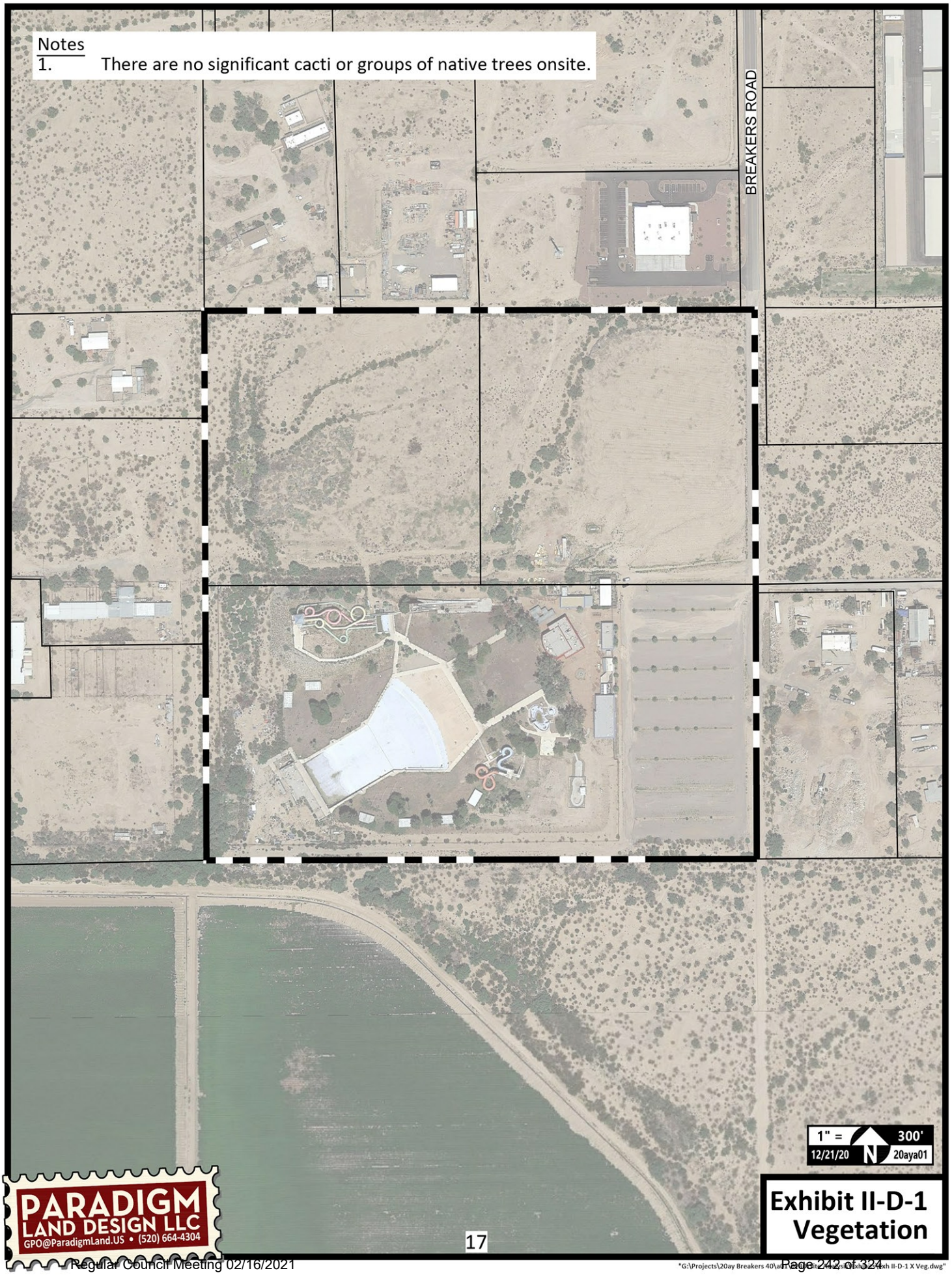
   Native vegetative density within the Tangerine 40 property is approximately 7% plant cover. Please refer to Exhibit II-D-1: Vegetation.










Notes
1. There are no significant cacti or groups of native trees onsite.
BREAKERS ROAD
1" = 300'
12/21/20
N
20aya01
PARADIGM LAND DESIGN LLC
GPO@ParadigmLand.US • (520) 664-4304
Exhibit II-D-1
Vegetation
17
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E. WILDLIFE

1. Arizona Game and Fish Department Report

   The Arizona Game and Fish Department's online review tool has been consulted, and the Environmental Review report, dated August 3, 2020, indicates that several federally listed species have been known to exist in the vicinity of this development. Any protected species encountered onsite will be handled according to applicable regulatory criteria. Please refer to Exhibit II-E-1: AZ Game and Fish Department Report.

Exhibit II-E-1: AZ Game and Fish Department Report

Arizona Environmental Online Review Tool Report

Arizona Game and Fish Department Mission
To conserve Arizona's diverse wildlife resources and manage for safe, compatible outdoor recreation opportunities for current and future generations.

Project Name:
Breakers 40

Project Description:
Rezoning of three parcels near Tangerine Rd. and Breakers Rd.

Project Type:
Development Within Municipalities (Urban Growth), Commercial/industrial (mall) and associated infrastructure, New construction

Contact Person:
Paul Oland

Organization:
Paradigm Land Design LLC

On Behalf Of:
CONSULTING

Project ID:
HGIS-11770

Please review the entire report for project type and/or species recommendations for the location information entered. Please retain a copy for future reference.

Page 1 of 11

Disclaimer:

1. This Environmental Review is based on the project study area that was entered. The report must be updated if the project study area, location, or the type of project changes.
2. This is a preliminary environmental screening tool. It is not a substitute for the potential knowledge gained by having a biologist conduct a field survey of the project area. This review is also not intended to replace environmental consultation (including federal consultation under the Endangered Species Act), land use permitting, or the Departments review of site-specific projects.
3. The Departments Heritage Data Management System (HDMS) data is not intended to include potential distribution of special status species. Arizona is large and diverse with plants, animals, and environmental conditions that are ever changing. Consequently, many areas may contain species that biologists do not know about or species previously noted in a particular area may no longer occur there. HDMS data contains information about species occurrences that have actually been reported to the Department. Not all of Arizona has been surveyed for special status species, and surveys that have been conducted have varied greatly in scope and intensity. Such surveys may reveal previously undocumented population of species of special concern.
4. HabiMap Arizona data, specifically Species of Greatest Conservation Need (SGCN) under our State Wildlife Action Plan (SWAP) and Species of Economic and Recreational Importance (SERI), represent potential species distribution models for the State of Arizona which are subject to ongoing change, modification and refinement. The status of a wildlife resource can change quickly, and the availability of new data will necessitate a refined assessment.

Locations Accuracy Disclaimer:
Project locations are assumed to be both precise and accurate for the purposes of environmental review. The creator/owner of the Project Review Report is solely responsible for the project location and thus the correctness of the Project Review Report content.

Recommendations Disclaimer:

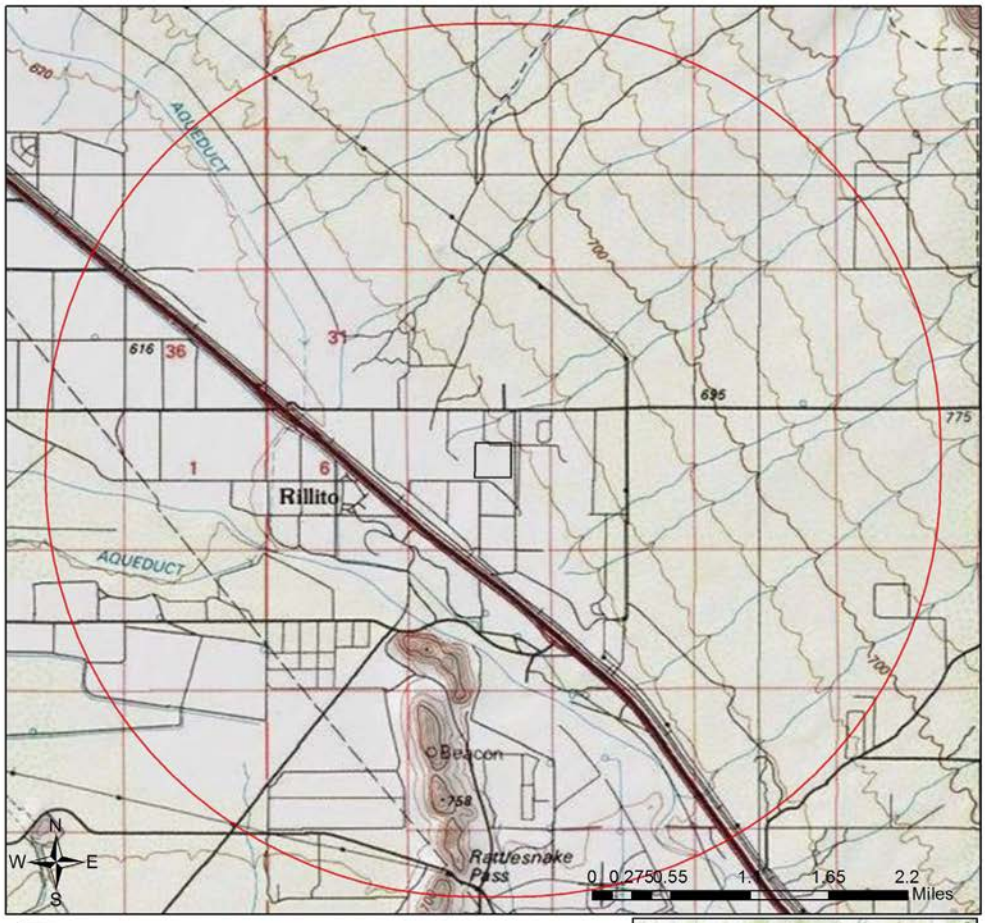
1. The Department is interested in the conservation of all fish and wildlife resources, including those species listed in this report and those that may have not been documented within the project vicinity as well as other game and nongame wildlife.
2. Recommendations have been made by the Department, under authority of Arizona Revised Statutes Title 5 (Amusements and Sports), 17 (Game and Fish), and 28 (Transportation).
3. Potential impacts to fish and wildlife resources may be minimized or avoided by the recommendations generated from information submitted for your proposed project. These recommendations are preliminary in scope, designed to provide early considerations on all species of wildlife.
4. Making this information directly available does not substitute for the Departments review of project proposals, and should not decrease our opportunity to review and evaluate additional project information and/or new project proposals.
5. Further coordination with the Department requires the submittal of this Environmental Review Report with a cover letter and project plans or documentation that includes project narrative, acreage to be impacted, how construction or project activity(s) are to be accomplished, and project locality information (including site map). Once AGFD had received the information, please allow 30 days for completion of project reviews. Send requests to:
   Project Evaluation Program, Habitat Branch
   Arizona Game and Fish Department
   5000 West Carefree Highway
   Phoenix, Arizona 85086-5000
   Phone Number: (623) 236-7600
   Fax Number: (623) 236-7366
   Or
   PEP@azgfd.gov
6. Coordination may also be necessary under the National Environmental Policy Act (NEPA) and/or Endangered Species Act (ESA). Site specific recommendations may be proposed during further NEPA/ESA analysis or through coordination with affected agencies

Arizona Game and Fish Department
Project ID: HGIS-11770

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Review Date: 8/3/2020 01:16:16 PM

Breakers 40

USA Topo Basemap With Locator Map



Project Boundary

Buffered Project Boundary

Project Size (acres): 39.94

Lat/Long (DD): 32.4190 / -111.1381

County(s): Pima

AGFD Region(s): Tucson

Township/Range(s): T12S, R12E

USGS Quad(s): MARANA



Service Layer Credits: Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap

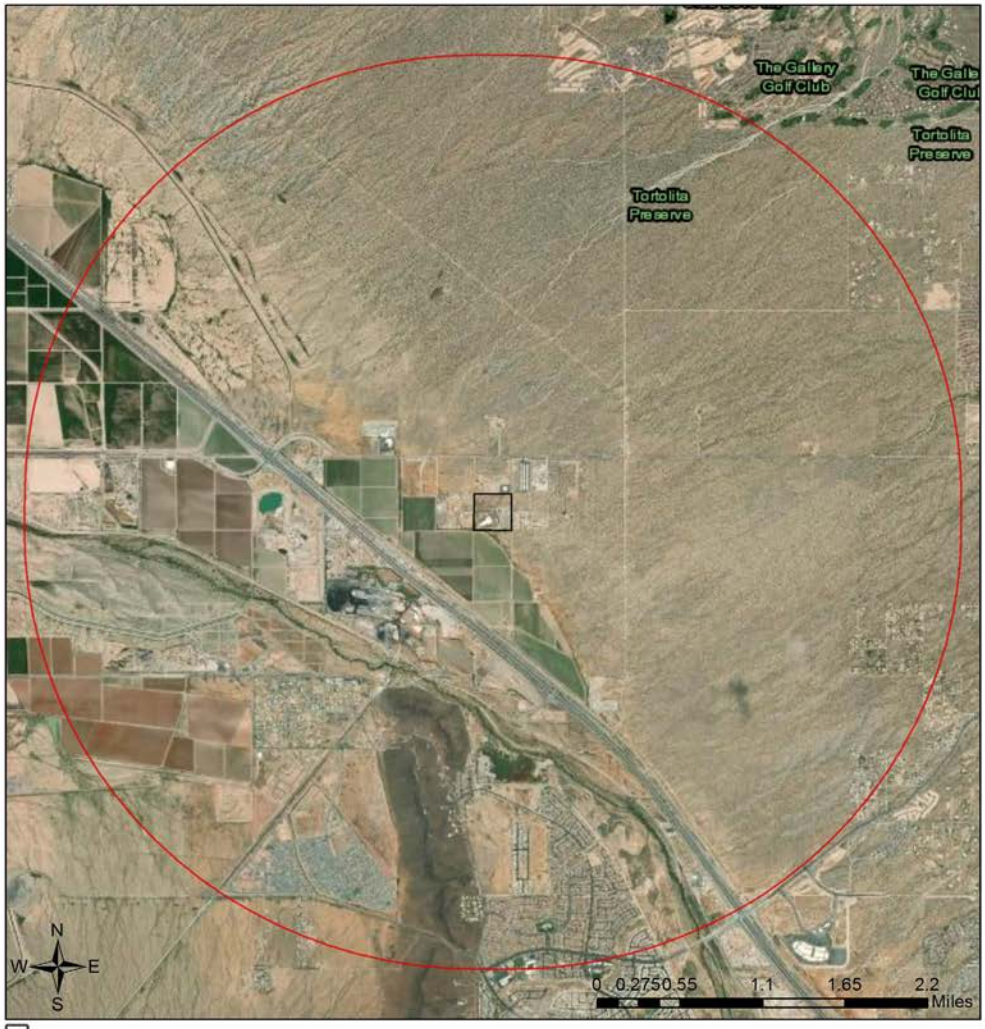
Page 4 of 11

Arizona Game and Fish Department
Project ID: HGIS-11770

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Breakers 40

Web Map As Submitted By User



Project Boundary
Buffered Project Boundary

Project Size (acres): 39.94
Lat/Long (DD): 32.4190 / -111.1381
County(s): Pima
AGFD Region(s): Tucson
Township/Range(s): T12S, R12E
USGS Quad(s): MARANA

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

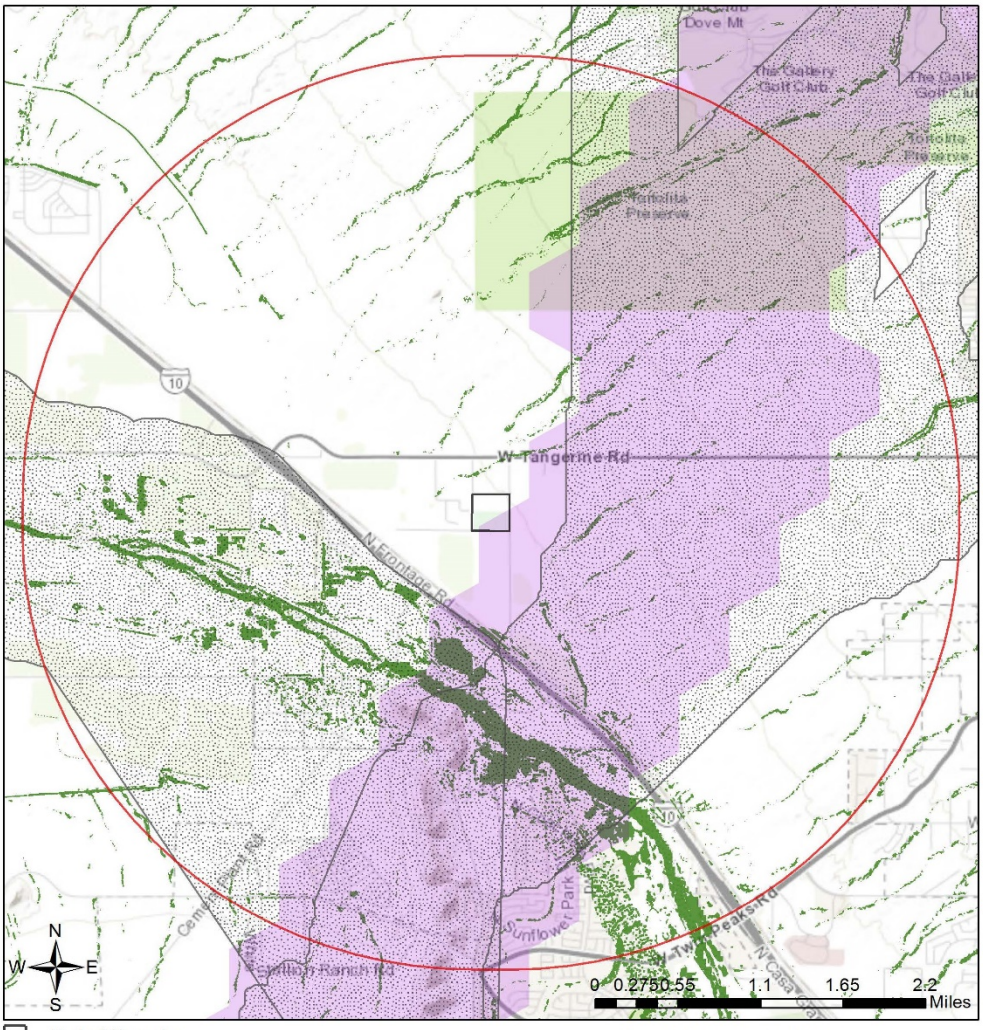
Page 5 of 11

Arizona Game and Fish Department
Project ID: HGIS-11770

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Review Date: 8/3/2020 01:16:16 PM

Breakers 40

Important Areas



- Project Boundary
- Buffered Project Boundary
- Wildlife Connectivity
- Important Connectivity Zones
- Pinal County Riparian
- Critical Habitat
- Important Bird Areas

Project Size (acres): 39.94
Lat/Long (DD): 32.4190 / -111.1381
County(s): Pima
AGFD Region(s): Tucson
Township/Range(s): T12S, R12E
USGS Quad(s): MARANA

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

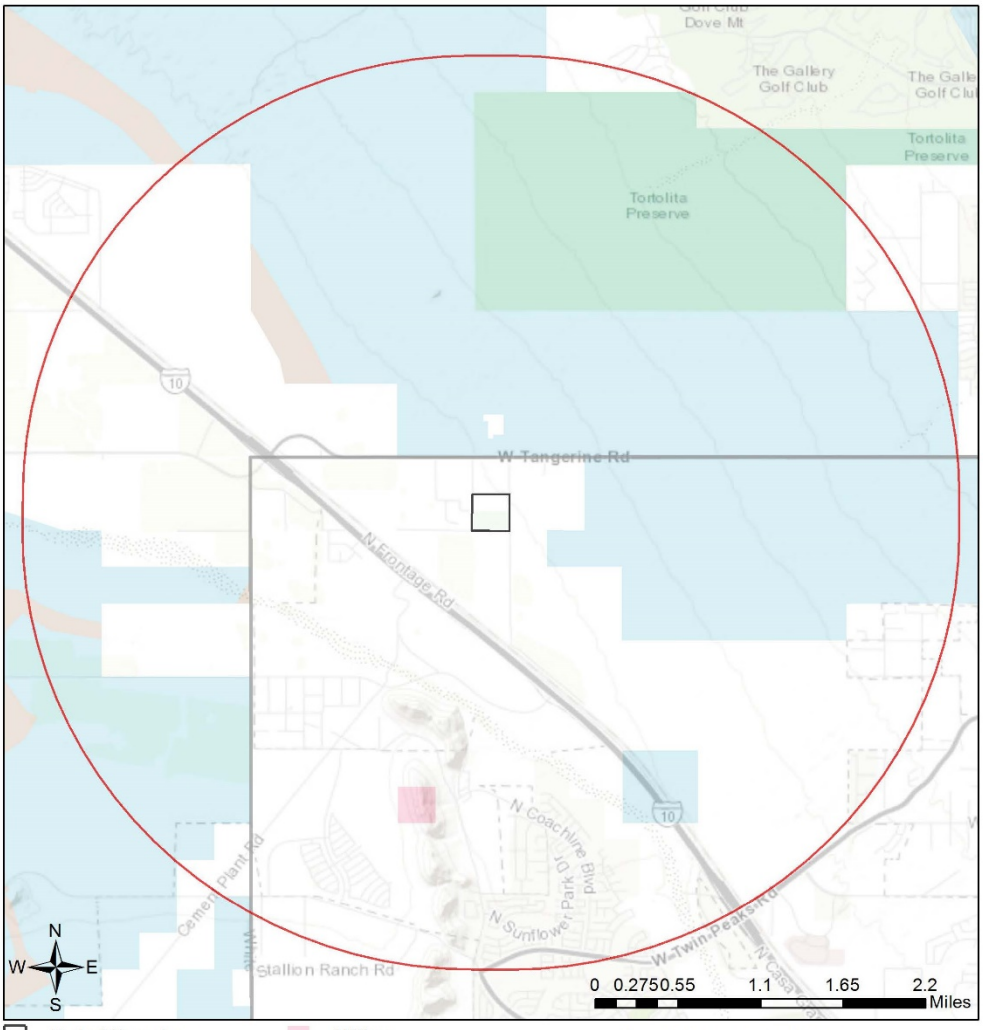
Page 6 of 11

Arizona Game and Fish Department
Project ID: HGIS-11770

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Breakers 40

Township/Ranges and Land Ownership



- Project Boundary
- Buffered Project Boundary
- Township/Ranges

Land Ownership

- AZ Game & Fish Dept.
- BLM
- BOR
- Indian Res.
- Military
- Mixed/Other
- National Park/Mon.
- Private
- State & Regional Parks
- State Trust
- US Forest Service
- Wildlife Area/Refuge

Project Size (acres): 39.94
Lat/Long (DD): 32.4190 / -111.1381
County(s): Pima
AGFD Region(s): Tucson
Township/Range(s): T12S, R12E
USGS Quad(s): MARANA

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Page 7 of 11

Arizona Game and Fish Department
Project ID: HGIS-11770

project_report_breakers_40_38156_39381.pdf
Review Date: 8/3/2020 01:16:16 PM

Special Status Species Documented within 3 Miles of Project Vicinity

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Aquila chrysaetos	Golden Eagle	BGA		S		1B
Athene cunicularia hypugaea	Western Burrowing Owl	SC	S	S		1B
Chionactis occipitalis klauberi	Tucson Shovel-nosed Snake	SC				1A
Glaucidium brasilianum cactorum	Cactus Ferruginous Pygmy-owl	SC	S	S		1B
Gopherus morafkai	Sonoran Desert Tortoise	CCA	S	S		1A
Heloderma suspectum	Gila Monster					1A
Tumamoca macdougalii	Tumamoc Globeberry		S	S	SR	

Note: Status code definitions can be found at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/statusdefinitions/
.

Special Areas Documented within the Project Vicinity

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Important Connectivity Zone	Wildlife Connectivity					

Note: Status code definitions can be found at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/statusdefinitions/
.

Species of Greatest Conservation Need Predicted within the Project Vicinity based on Predicted Range Models

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Aix sponsa	Wood Duck					1B
Ammospermophilus harrisii	Harris' Antelope Squirrel					1B
Anaxyrus retiformis	Sonoran Green Toad			S		1B
Antrostomus ridgwayi	Buff-collared Nightjar		S			1B
Aquila chrysaetos	Golden Eagle	BGA		S		1B
Athene cunicularia hypugaea	Western Burrowing Owl	SC	S	S		1B
Botaurus lentiginosus	American Bittern					1B
Buteo regalis	Ferruginous Hawk	SC		S		1B
Calypte costae	Costa's Hummingbird					1C
Chilomeniscus stramineus	Variable Sandsnake					1B
Chionactis occipitalis klauberi	Tucson Shovel-nosed Snake	SC				1A
Cistothorus palustris	Marsh Wren					1C
Colaptes chrysoides	Gilded Flicker			S		1B
Coluber bilineatus	Sonoran Whipsnake					1B
Corynorhinus townsendii pallescens	Pale Townsend's Big-eared Bat	SC	S	S		1B
Crotalus tigris	Tiger Rattlesnake					1B
Cynanthus latirostris	Broad-billed Hummingbird		S			1B
Cyprinodon macularius	Desert Pupfish	LE				1A
Dipodomys spectabilis	Banner-tailed Kangaroo Rat			S		1B
Empidonax wrightii	Gray Flycatcher					1C
Euderma maculatum	Spotted Bat	SC	S	S		1B

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Arizona Game and Fish Department
Project ID: HGIS-11770

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Review Date: 8/3/2020 01:16:16 PM

Species of Greatest Conservation Need Predicted within the Project Vicinity based on Predicted Range Models

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Eumops perotis californicus	Greater Western Bonneted Bat	SC		S		1B
Falco peregrinus anatum	American Peregrine Falcon	SC	S	S		1A
Glaucidium brasilianum cactorum	Cactus Ferruginous Pygmy-owl	SC	S	S		1B
Gopherus morafkai	Sonoran Desert Tortoise	CCA	S	S		1A
Haliaeetus leucocephalus	Bald Eagle	SC, BGA	S	S		1A
Heloderma suspectum	Gila Monster					1A
Incilius alvarius	Sonoran Desert Toad					1B
Kinosternon sonoriense sonoriense	Desert Mud Turtle			S		1B
Lasiurus blossevillii	Western Red Bat		S			1B
Lasiurus xanthinus	Western Yellow Bat		S			1B
Leopardus pardalis	Ocelot	LE				1A
Leptonycteris yerbabuenae	Lesser Long-nosed Bat	SC				1A
Lepus alleni	Antelope Jackrabbit					1B
Melanerpes uropygialis	Gila Woodpecker					1B
Melospiza lincolnii	Lincoln's Sparrow					1B
Melozone aberti	Abert's Towhee		S			1B
Micrathene whitneyi	Elf Owl					1C
Micruroides euryxanthus	Sonoran Coralsnake					1B
Myiarchus tyrannulus	Brown-crested Flycatcher					1C
Myotis velifer	Cave Myotis	SC		S		1B
Myotis yumanensis	Yuma Myotis	SC				1B
Nyctinomops femorosaccus	Pocketed Free-tailed Bat					1B
Oreoscoptes montanus	Sage Thrasher					1C
Oreothlypis luciae	Lucy's Warbler					1C
Panthera onca	Jaguar	LE				1A
Passerculus sandwichensis	Savannah Sparrow					1B
Perognathus longimembris	Little Pocket Mouse	No Status				1B
Peucaea carpalis	Rufous-winged Sparrow					1B
Phrynosoma solare	Regal Horned Lizard					1B
Phyllorhynchus browni	Saddled Leaf-nosed Snake					1B
Poeciliopsis occidentalis occidentalis	Gila Topminnow	LE				1A
Progne subis hesperia	Desert Purple Martin			S		1B
Setophaga petechia	Yellow Warbler					1B
Sphyrapicus nuchalis	Red-naped Sapsucker					1C
Spizella breweri	Brewer's Sparrow					1C
Sturnella magna	Eastern Meadowlark					1C
Tadarida brasiliensis	Brazilian Free-tailed Bat					1B

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Arizona Game and Fish Department
Project ID: HGIS-11770

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Review Date: 8/3/2020 01:16:16 PM

Species of Greatest Conservation Need Predicted within the Project Vicinity based on Predicted Range Models

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Toxostoma lecontei	LeConte's Thrasher			S		1B
Troglodytes pacificus	Pacific Wren					1B
Vireo bellii arizonae	Arizona Bells Vireo					1B
Vulpes macrotis	Kit Fox	No Status				1B

Species of Economic and Recreation Importance Predicted within the Project Vicinity

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Callipepla gambelii	Gambel's Quail					
Odocoileus hemionus	Mule Deer					
Pecari tajacu	Javelina					
Puma concolor	Mountain Lion					
Zenaida asiatica	White-winged Dove					
Zenaida macroura	Mourning Dove					

Project Type: Development Within Municipalities (Urban Growth), Commercial/Industrial (mall) and associated infrastructure, Newconstruction

Project Type Recommendations:
Minimization and mitigation of impacts to wildlife and fish species due to changes in water quality, quantity, chemistry, temperature, and alteration to flow regimes (timing, magnitude, duration, and frequency of floods) should be evaluated. Minimize impacts to springs, in-stream flow, and consider irrigation improvements to decrease water use. If dredging is a project component, consider timing of the project in order to minimize impacts to spawning fish and other aquatic species (include spawning seasons), and to reduce spread of exotic invasive species. We recommend early direct coordination with Project Evaluation Program for projects that could impact water resources, wetlands, streams, springs, and/or riparian habitats.

Based on the project type entered, coordination with Arizona Department of Water Resources may be required (https://new.azwater.gov/).

The Department requests further coordination to provide project/species specific recommendations, please contact Project Evaluation Program directly at PEP@azgfd.gov.

Project Location and/or Species Recommendations:
HDMS records indicate that one or more native plants listed on the Arizona Native Plant Law and Antiquities Act have been documented within the vicinity of your project area. Please contact
Arizona Department of Agriculture
1688 W Adams St.
Phoenix, AZ 85007
Phone: 602.542.4373
https://agriculture.az.gov/sites/default/files/Native%20Plant%20Rules%20-%20AZ%20Dept%20of%20Ag.pdf starts on page 44

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Arizona Game and Fish Department
Project ID: HGIS-11770

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HDMS records indicate that one or more Listed, Proposed, or Candidate species or Critical Habitat (Designated or Proposed) have been documented in the vicinity of your project. The Endangered Species Act (ESA) gives the US Fish and Wildlife Service (USFWS) regulatory authority over all federally listed species. Please contact USFWS Ecological Services Offices at http://www.fws.gov/southwest/es/arizona/ or:

Phoenix Main Office
9828 North 31st Avenue #C3
Phoenix, AZ 85051-2517
Phone: 602-242-0210
Fax: 602-242-2513

Tucson Sub-Office
201 N. Bonita Suite 141
Tucson, AZ 85745
Phone: 520-670-6144
Fax: 520-670-6155

Flagstaff Sub-Office
SW Forest Science Complex
2500 S. Pine Knoll Dr.
Flagstaff, AZ 86001
Phone: 928-556-2157
Fax: 928-556-2121

HDMS records indicate that Western Burrowing Owls have been documented within the vicinity of your project area. Please review the western burrowing owl resource page at:
https://www.azgfd.com/wildlife/speciesofgreatestconservneed/burrowingowlmanagement/.

HDMS records indicate that Sonoran Desert Tortoise have been documented within the vicinity of your project area. Please review the Tortoise Handling Guidelines found at: https://www.azgfd.com/wildlife/nongamemanagement/tortoise/

Analysis indicates that your project is located in the vicinity of an identified *wildlife habitat connectivity feature*.
The Statewide Wildlife Connectivity Assessment's Important Connectivity Zones (ICZs) represent general areas throughout the landscape which contribute the most to permeability of the whole landscape. ICZs may be used to help identify, in part, areas where more discrete corridor modeling ought to occur. The reports provide recommendations for opportunities to preserve or enhance permeability. Project planning and implementation efforts should focus on maintaining and improving opportunities for wildlife permeability. For information pertaining to the linkage assessment and wildlife species that may be affected, please refer to: https://s3.amazonaws.com/azgfd-portal-wordpress/azgfd.wp/wp-content/uploads/0001/01/23120719/ALIWCA_Final_Report_Perkl_2013_lowres.pdf.
Please contact the Project Evaluation Program (pep@azgfd.gov) for specific project recommendations.

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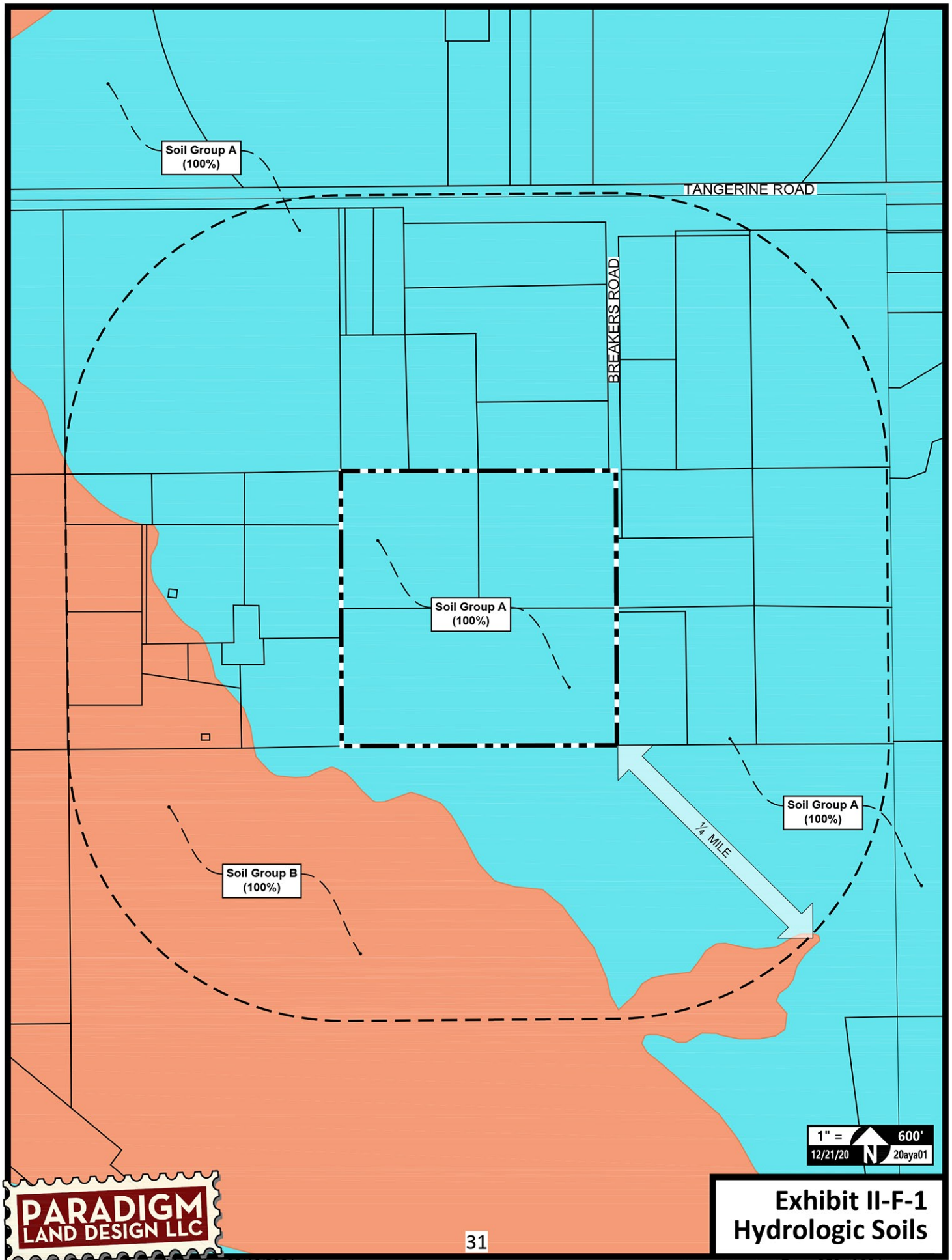
F. SOILS & GEOLOGY

1. Soils

   Soils in the vicinity of this development are classified by the U.S. Natural Resources Conservation Service (NRCS) as 100% "Soil Group A" hydrologic soil group (Anthony gravelly sandy loam, 1-3% slopes). A detailed geotechnical investigation will be performed prior to development. Please refer to Exhibit II-F-1: Hydrologic Soils.

2. Geology

   According to the Arizona Geological Survey's online Geologic Map of Arizona (data.azgs.az.gov/geologic-map-of-arizona/) the Tangerine 40 property's geology is described as "Quaternary Surficial deposits, undivided (0-2 Ma): Unconsolidated to strongly consolidated alluvial and eolian deposits. This unit includes coarse, poorly sorted alluvial fan and terrace deposits on middle and upper piedmonts and along large drainages; sand, silt and clay on alluvial plains and playas; and wind-blown sand deposits."


Soil Group A
(100%)
TANGERINE ROAD
BREAKERS ROAD
Soil Group A
(100%)
Soil Group A
(100%)
¼ MILE
Soil Group B
(100%)
1" = 600'
12/21/20
N
20aya01
PARADIGM
LAND DESIGN LLC
Exhibit II-F-1
Hydrologic Soils
"G:\Projects\20ay Breakers 40\Drawings\Site Plan\Exh II-F-1 Soils.dwg"

G. VIEWSHEDS

1. Views onto and across the Site from Adjacent Properties

   There are no extraordinary mountain views appreciable from or across the Tangerine 40 property. The most visible mountains are to the south where Safford Peak and the extreme northern end of the Tucson Mountains is reasonably visible. Distant views of the Catalina Mountains are to the northeast, while to the east the Catalina Mountains are barely visible. Please refer to Exhibit II-G-1: Viewsheds and Exhibit II-G-2: Viewshed Photographs.

2. Viewsheds which May be Blocked by the Proposed Development

   None.

3. Areas of High Visibility from Adjacent Offsite Locations

   Given the relatively flat terrain of this development's vicinity, the Tangerine 40 property is reasonable visible from all sides. Please refer to Exhibit II-G-1: Viewsheds and Exhibit II-G-2: Viewshed Photographs.

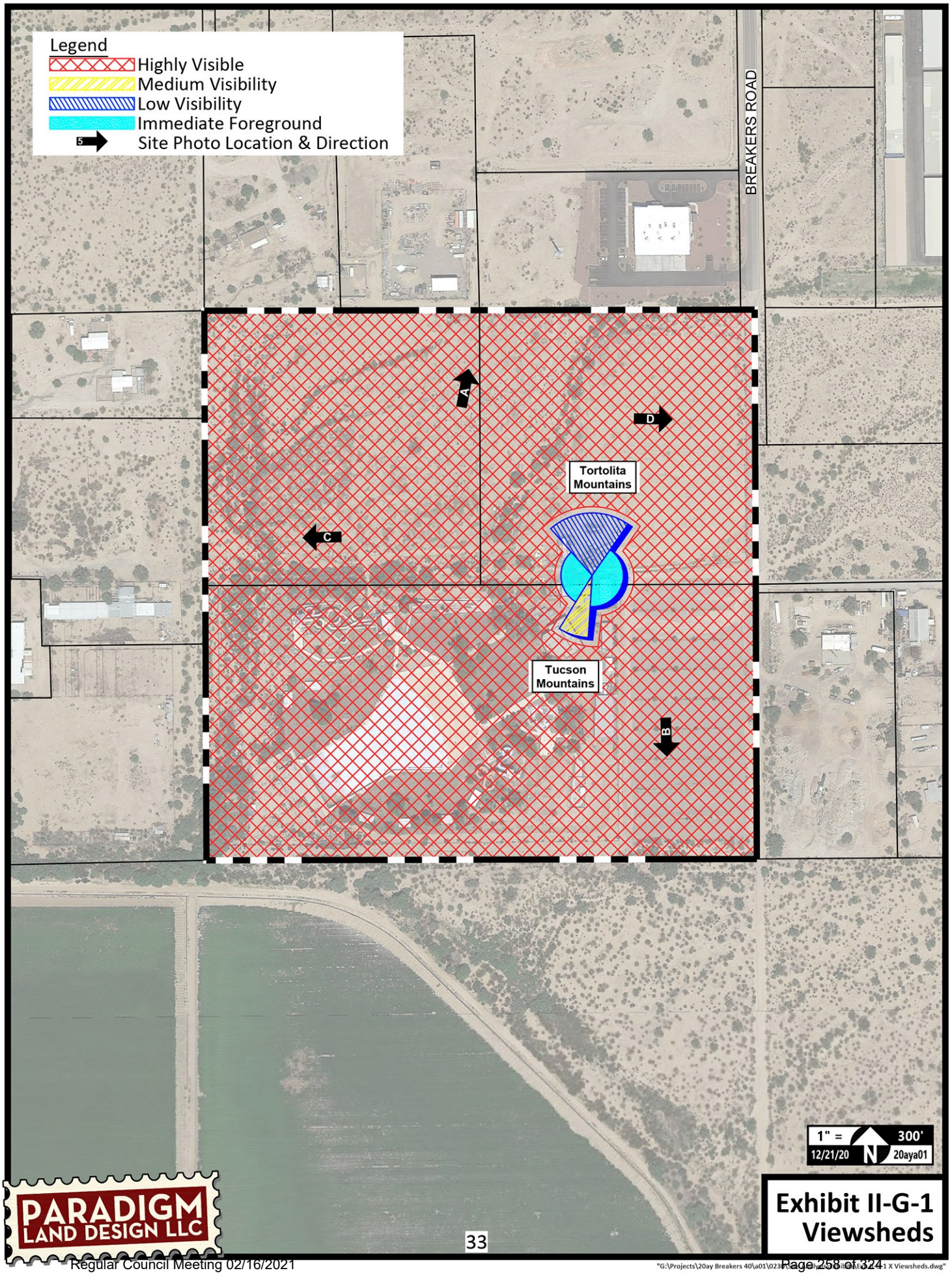

Legend
Highly Visible
Medium Visibility
Low Visibility
Immediate Foreground
5
Site Photo Location & Direction
BREAKERS ROAD
A
B
C
D
Tortolita Mountains
Tucson Mountains
1" = 300'
12/21/20
N
20aya01
PARADIGM LAND DESIGN LLC
Exhibit II-G-1
Viewsheds
33

Exhibit II-G-2: Viewshed Photographs





Exhibit II-G-2: Viewshed Photographs (cont'd)





H. TRAFFIC

1. Existing and Proposed Offsite Streets between the Development and the Nearest Arterial Streets

   Breakers Road connects the Tangerine 40 property to Tangerine Road, which is the nearest arterial street. The 2045 P.A.G. Regional Mobility and Accessibility Plan Draft Update shows Tangerine Road programmed to be widened to a 4-lane divided roadway from Interstate-10 to Dove Mountain Blvd. by 2025. Please refer to Exhibit II-H-1: Roadway Network.

2. Nearby Arterial Streets

   All traffic generated by this development will be accommodated by Breakers Road and Tangerine Road. The nearest major intersection to the site is the Tangerine Road / Interstate-10 traffic interchange. This intersection is located northwest of the site. An analysis of capacity has been prepared by M. Esparza Engineering. Please refer to Exhibit II-H-1: Roadway Network and Traffic Impact Analysis submitted under separate cover.

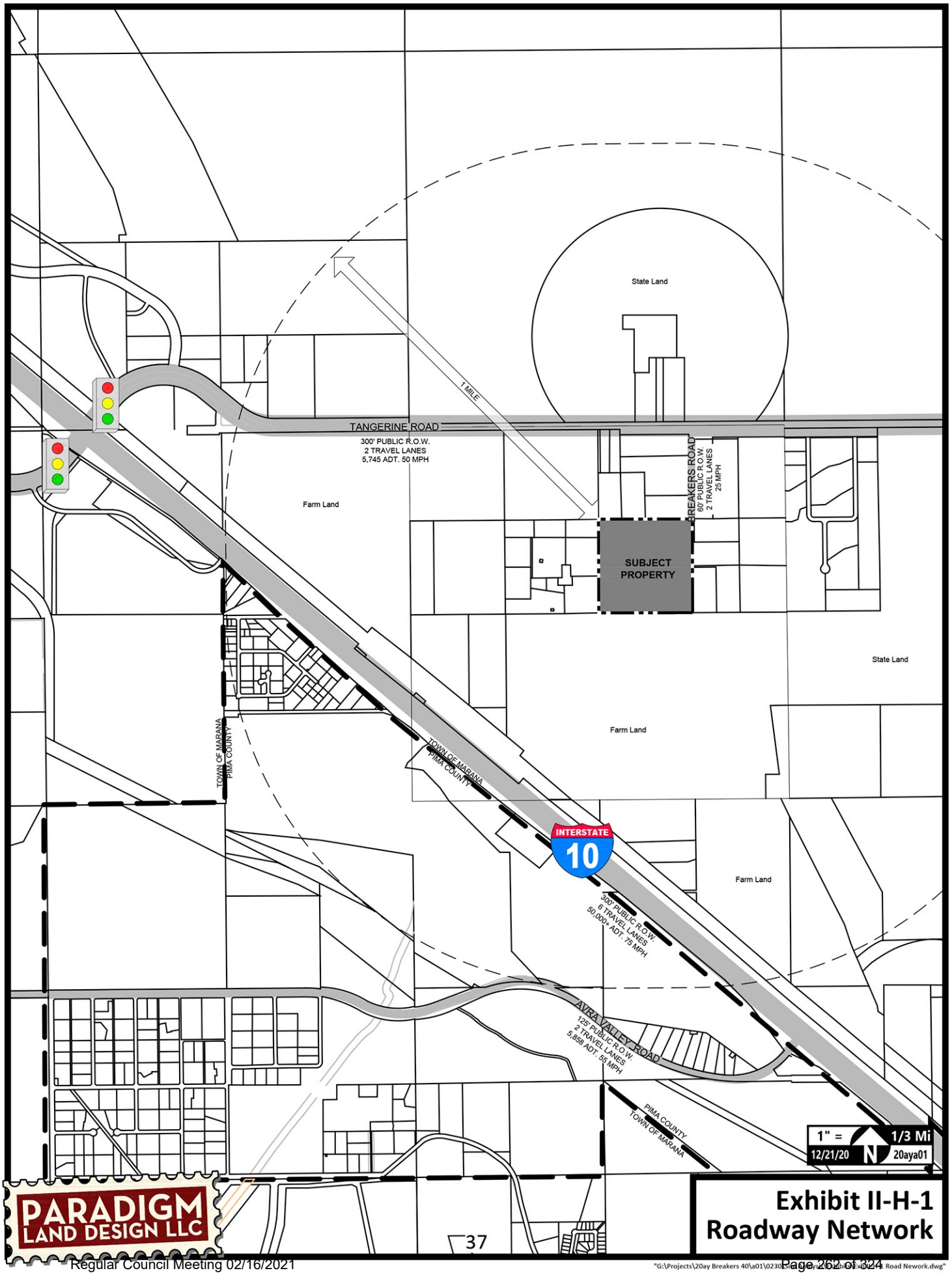
Roadway Name	Planned Right-of-Way Width	Exist. Lanes	Median Type	Speed Limit	General Plan Designation
Breakers Rd.	60′	2	None	25 mph	None
Tangerine Rd.	250′+	2	None	50 mph	Arterial
Interstate 10	Varies	6	Depressed	75 mph	Interstate

3. Nearby Arterial Intersections

   The only arterial intersection within one mile of the site that will likely carry traffic generated by this development is at Breakers Road. The intersection currently features a dedicated west-bound left-turn lane onto Breakers Road. Please refer to Exhibit II-H-1: Roadway Network.

4. Nearby Bicycle / Pedestrian Ways

   There are no nearby bicycle or pedestrian ways.



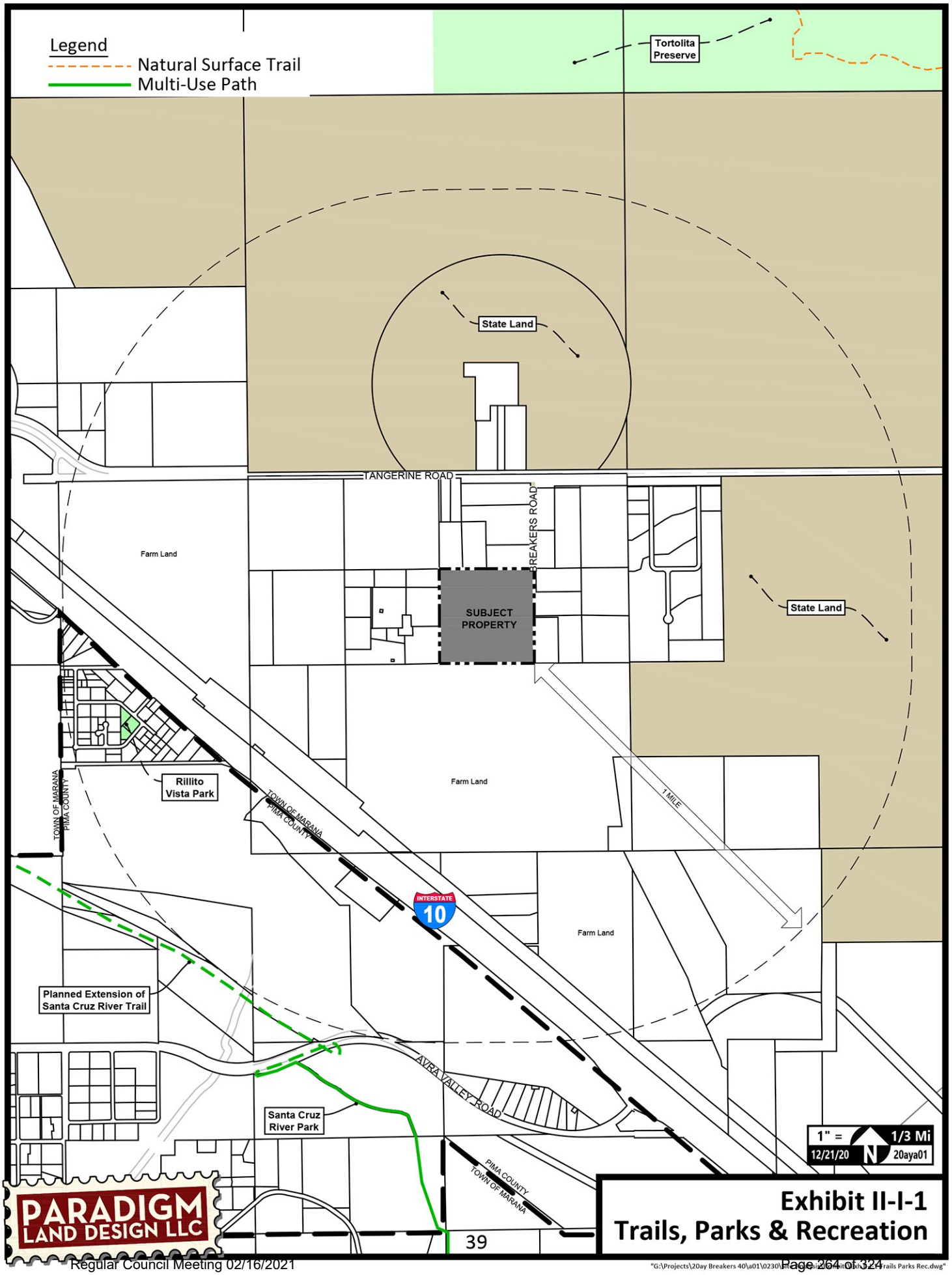
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I. RECREATION & TRAILS

1. Trails, Parks, and Recreation Areas within One Mile of the Site

   The only recreation area within one mile of the Tangerine 40 property is the Rillito Vista Park, which is west of Interstate-10. The Town of Marana is proposing to construct the CAP trailhead 1.5 miles northwest of the site. There are no parks or recreation areas within one mile of the site.

   Please refer to Exhibit II-I-1: Trails, Parks, & Recreation.


Legend
Natural Surface Trail
Multi-Use Path
Tortolita Preserve
State Land
TANGERINE ROAD
BREAKERS ROAD
Farm Land
SUBJECT PROPERTY
State Land
Farm Land
1 MILE
Rillito Vista Park
TOWN OF MARANA
PIMA COUNTY
TOWN OF MARANA
PIMA COUNTY
INTERSTATE 10
Farm Land
Planned Extension of Santa Cruz River Trail
AVRA VALLEY ROAD
Santa Cruz River Park
PIMA COUNTY
TOWN OF MARANA
1" = 1/3 Mi
12/21/20
N
20aya01
PARADIGM LAND DESIGN LLC
Exhibit II-I-1
Trails, Parks & Recreation
39

J. CULTURAL, ARCHAEOLOGICAL, & HISTORIC RESOURCES

1. Onsite Resources

   An archaeological site is located within the Tangerine 40 property and has been thoroughly studied by Westland Resources. On 12/10/2020 Town staff accepted Westland's *End-Of-Fieldwork Report for Phased Data Recovery for a Portion of AZ AA:12:674(ASM) at the Former Breakers Waterpark Property*. A Certificate of Approval has been issued, and the Tangerine 40 property has been cleared or development as proposed.

2. Archaeologist Letter

   N/A. Please see above.

K. EXISTING INFRASTRUCTURE & PUBLIC FACILITIES

1. Sewer

   Not applicable. This development will utilize private onsite wastewater treatment systems. One septic system is known to exist onsite, and it is planned to continue to serve the office building that is proposed to remain onsite. Please refer to Exhibit II-K-1: Existing Wells & Septic Systems.

2. Water

   This development is within the Town of Marana service area. Please refer to Exhibit II-K-1: Existing Wells & Septic Systems.

3. Natural Gas

   The Tangerine 40 property is located within the Southwest Gas service area.

4. Electric

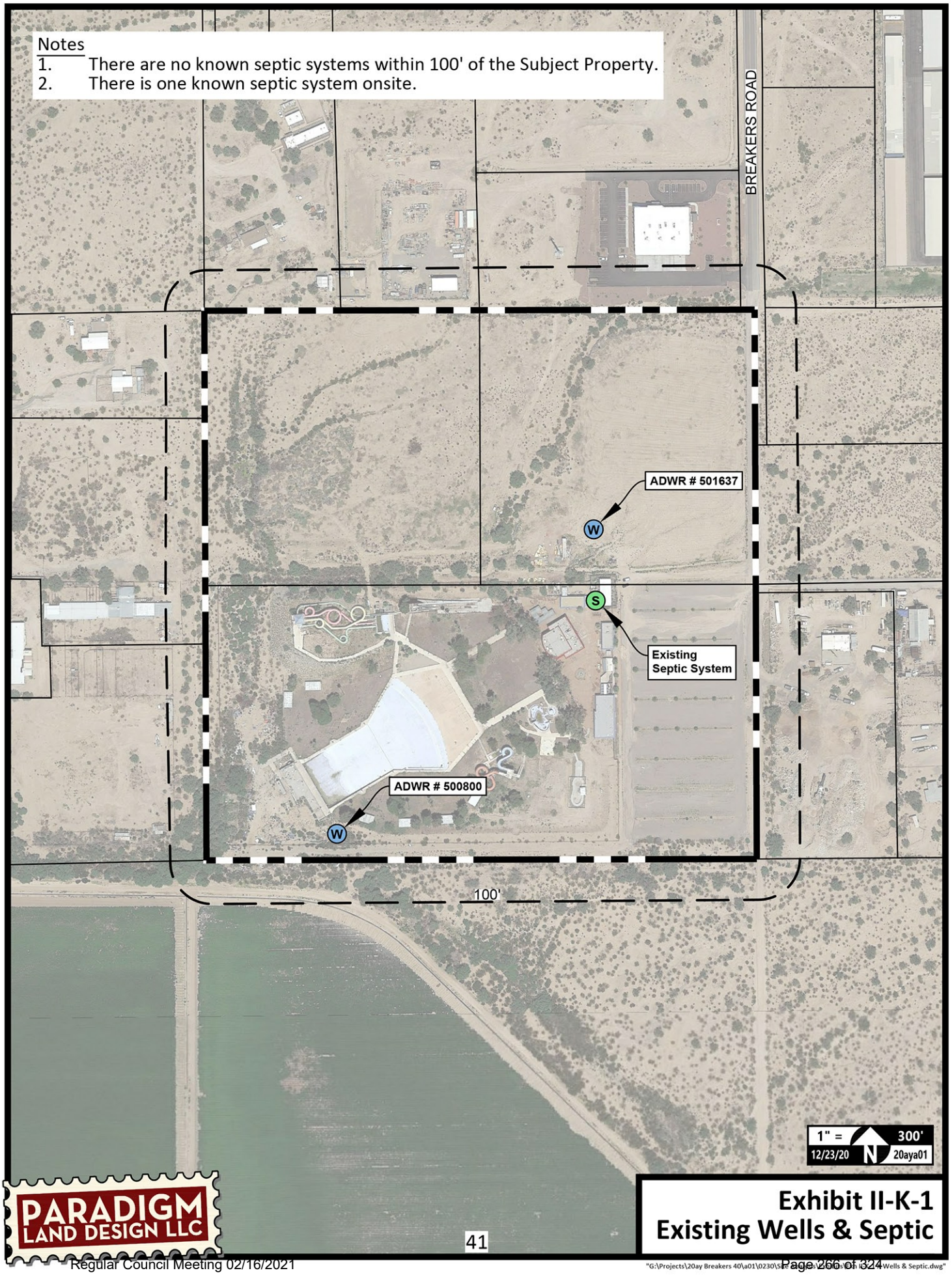
   The Tangerine 40 property is located within the TRICO Electric service area.

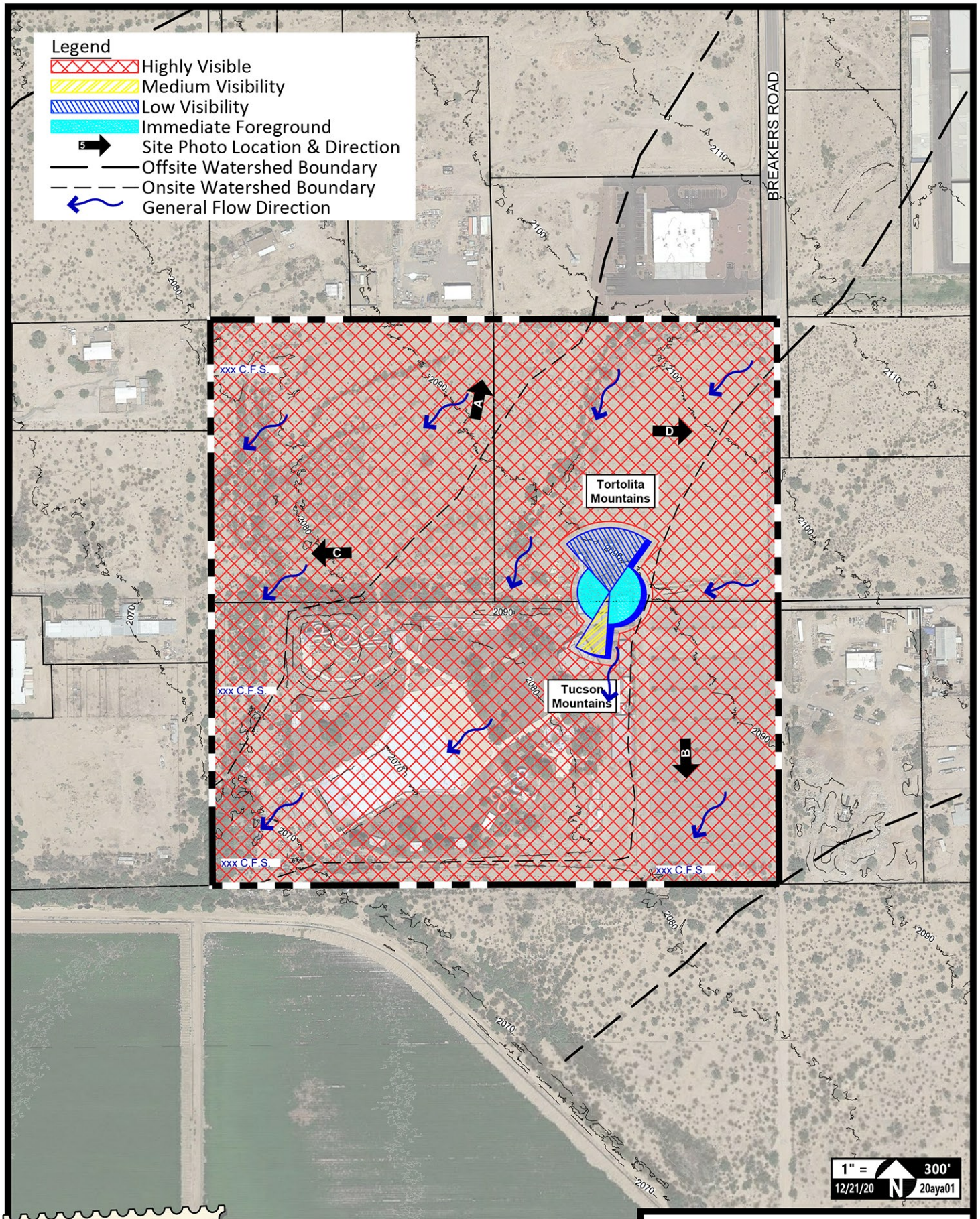
5. Fire Service

   The southern half of the Tangerine 40 property is located within the Northwest Fire District. The north half of the Tangerine 40 property will need to be annexed into the District. NWFD indicated that the development will be served and will need to construct fire hydrants along the aforementioned waterline extension.

6. Police Service

   The Tangerine 40 property is located within the Town of Marana Police service area.


Notes
1. There are no known septic systems within 100' of the Subject Property.
2. There is one known septic system onsite.
BREAKERS ROAD
ADWR # 501637
W
S
Existing
Septic System
ADWR # 500800
W
100'
1" = 300'
12/23/20
N
20aya01
PARADIGM
LAND DESIGN LLC
Exhibit II-K-1
Existing Wells & Septic
41
"G:\Projects\20ay Breakers 40\a01\0230\Site Design\Exhibits\Exhibit II-K-1 Wells & Septic.dwg"



PARADIGM LAND DESIGN LLC

Exhibit II-L-1
McHarg Composite Map

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III. LAND USE PROPOSAL

A. PURPOSE & INTENT

This section describes how the development responds to the opportunities and constraints described in the Inventory & Analysis section of this rezone, along with the Town of Marana Land Development Code. The site's minimal natural constraints and its primarily non-residential surroundings make the proposed development very appropriate.

B. RELATIONSHIP TO THE TOWN OF MARANA ADOPTED PLANS

The Make Marana 2040 General Plan designates the Tangerine 40 property as "Employment (E)". As stated in the General Plan, the Employment land use designation is applied to areas within Marana that are best suited for development of industrial, warehousing, manufacturing, business park, corporate center, research & development, and other such land uses. The General Plan recognizes the need for economic development and business attraction and highlights the Tangerine Road Corridor as one area in Marana that is ideal for business growth. The proposed development under HI zoning is an appropriate and permitted use within the Employment land use designation, especially at this location in close proximity to Tangerine Road and Interstate-10.

The Make Marana 2040 General Plan also encourages redevelopment of outdated or obsolete properties. The Breakers Water Park was a regional recreational amenity for many years, but since it shut down several years ago the Tangerine 40 property has become a haven for illicit activity. The Marana Police Department will attest to this problem. The proposed redevelopment of the Breakers property will not only reduce the demand on the Marana PD but will replace the dilapidated property with new and vibrant businesses.

The Tangerine 40 project will help indirectly fulfil a number of goals listed in the Marana Strategic Plan. Business attraction is an important goal of Marana's, and this project not only will bring a successful Tucson-area business into Marana's boundary, but it will also result in the creation of two new enterprises (the RV/self-storage and the contractor yards). The contractor yards are expected to support primarily local small business, which is another important goal of Marana's. Lastly, the defunct Breakers Water Park had become a hotspot for activities that required frequent allocation of Marana Police Dept. resources. The project developer has already acquired and secured the Tangerine 40 property, helping to make Marana a safer place.

C. COMPATIBILITY TO ADJOINING DEVELOPMENT

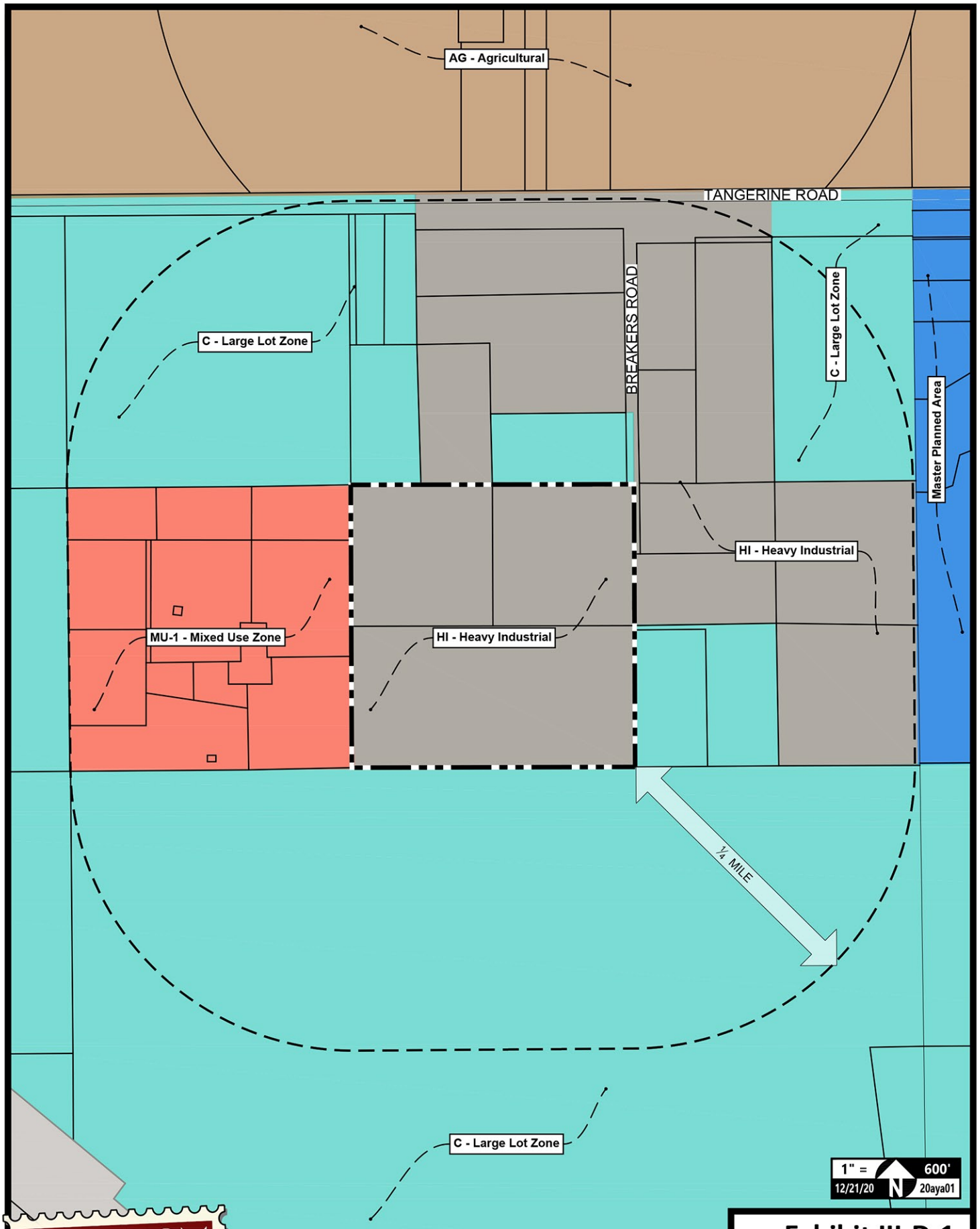
This development will be compatible with surrounding land uses, which are primarily vacant or non-residential in nature.

D. LAND USE PROPOSAL

We are requesting a rezone to an HI heavy industry designation. As such, this development will adhere to all applicable development standards associated with the HI zoning requirements. Please refer to Exhibit III-B-1: Proposed Zoning.

The RV / self-storage element is proposed in response to increasing demand for secure storage facilities in Marana and the northwest Tucson area. The contractor yards element will provide a variety of secure, fenced yards for local trade contractors. The proposal is modelled after similar successful businesses in the Phoenix metropolitan area that answer demand for such yard space from local contractors who may not need many acres for their yard, and who are often prohibited by their home HOA from storing their equipment and supplies at their residence.

Please refer to Exhibit III-D-1: Proposed Zoning and Exhibit III-D-2: Land Use Concept.



PARADIGM LAND DESIGN LLC

Exhibit III-D-1
Proposed Zoning

"G:\Projects\20ay Breakers 40\a01\Zoning Application\Exhibit III-D-1 P Zoning.dwg"

Property Data

1.	Property Area	39.9± Ac.
2.	Assessor Parcels	216-08-0100, 0110 & 0160
3.	Existing Zoning	C - Large Lot Zone
4.	Proposed Zoning	HI - Heavy Industry
5.	FEMA Designation	AO-1

Proposal Summary (General)

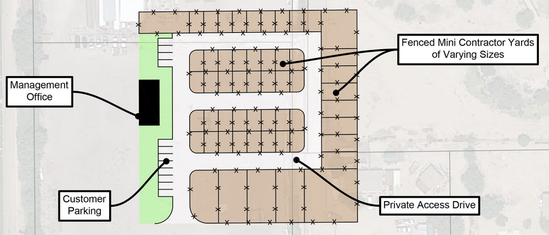
1. All proposed buildings will comply with applicable floodplain regulations.
2. Landscape bufferyard widths will be determined by Town staff during the development plan review process.
3. The project will be served by Marana Water.
4. This project will comply with applicable ADA regulations.

Proposal Summary (RV Storage / Self-Storage)

1.	Building Area	290,000± Sq. Ft.
2.	Building Height	35 Ft.
3.	Parking Provided	12 Spaces (For Customers at Office)
4.	RV Storage Provided	As Noted on Plan

Proposal Summary (Contractor Yards)

1. Modular buildings (including septic systems) on each yard to be permitted individually as needed by lessees. Yards may include storage of equipment, vehicles, and materials. Metal shade structures / canopies may be erected by lessees.
2. Dry utilities to be extended and stubbed to each yard.
3. All existing Breakers Water Park improvements to be removed except as noted.
4. Yards will be fenced.
5. Yard sizes are subject to change based on tenant needs.
6. Video surveillance to be provided if warranted.
7. A portion of the project may be developed as mini contractor yards, serving the needs to smaller contractors who only need several hundred square feet of storage area. A schematic site plan for mini contractor yards is shown below.



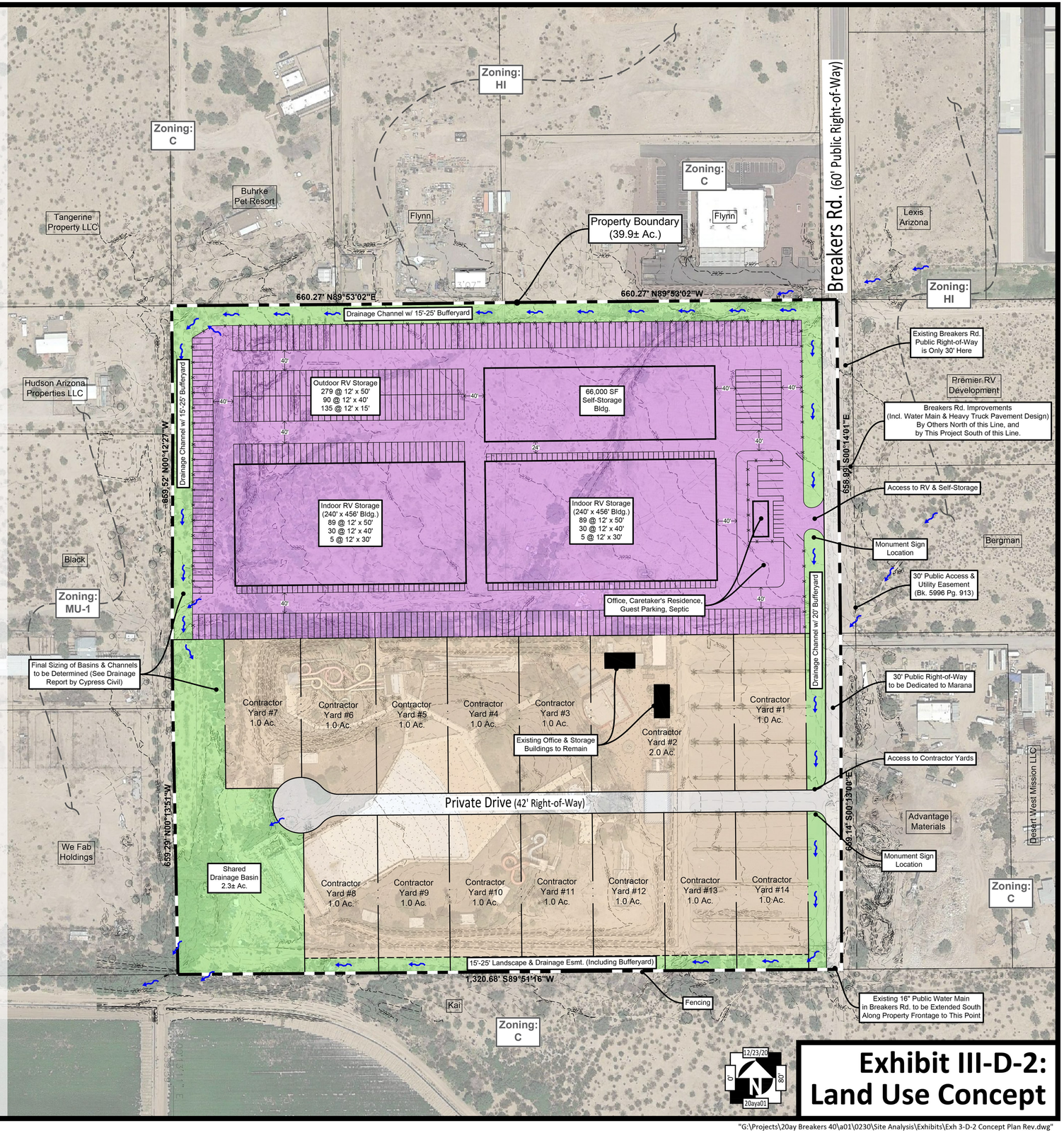


Exhibit III-D-2: Land Use Concept

PARADIGM LAND DESIGN LLC
GPO@ParadigmLand.US • (520) 664-4304

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E. TOPOGRAPHY

The entire site is proposed to be graded, which is not out of character for this part of Marana, nor does it present any significant environmental or viewshed concerns. The overall cross-slope of the Tangerine 40 property will be maintained approximately.

F. HYDROLOGY

This section was prepared by CMG Drainage Engineering, Inc.

The sheet flow conditions that cover the entire Tangerine 40 property will necessitate construction of a perimeter channel system that collects and conveys offsite storm water to the downstream boundary at the southwest property corner. This maintains historical drainage patterns at the downstream boundary since existing sheet flow is directed to this location by earthen berms and shallow drainage swales.

The perimeter channels will have a top width of 20- to 30-feet and depth of 4- to 5-feet. Channel banks will be stabilized to control potential erosion due to high flow velocities. Channel side slope angles will vary from 1:1 to 3:1 with the stabilization materials being stones, riprap, soil cement or gunite.

This development will not produce any adverse drainage impacts to upstream or downstream properties. Post-development discharges flowing onto the site will remain the same as under pre-development conditions. Due to the critical basin retention/detention requirements, overall discharge rates exiting the site from onsite developed watersheds will be reduced in accordance with the North Marana design criteria. Onsite retention/detention storage will be located at the southwest property corner and possibly on a lot-by-lot basis depending on site specific needs.

All building pads will be designed to be a minimum of 1 foot above adjacent 100-year flood elevations.

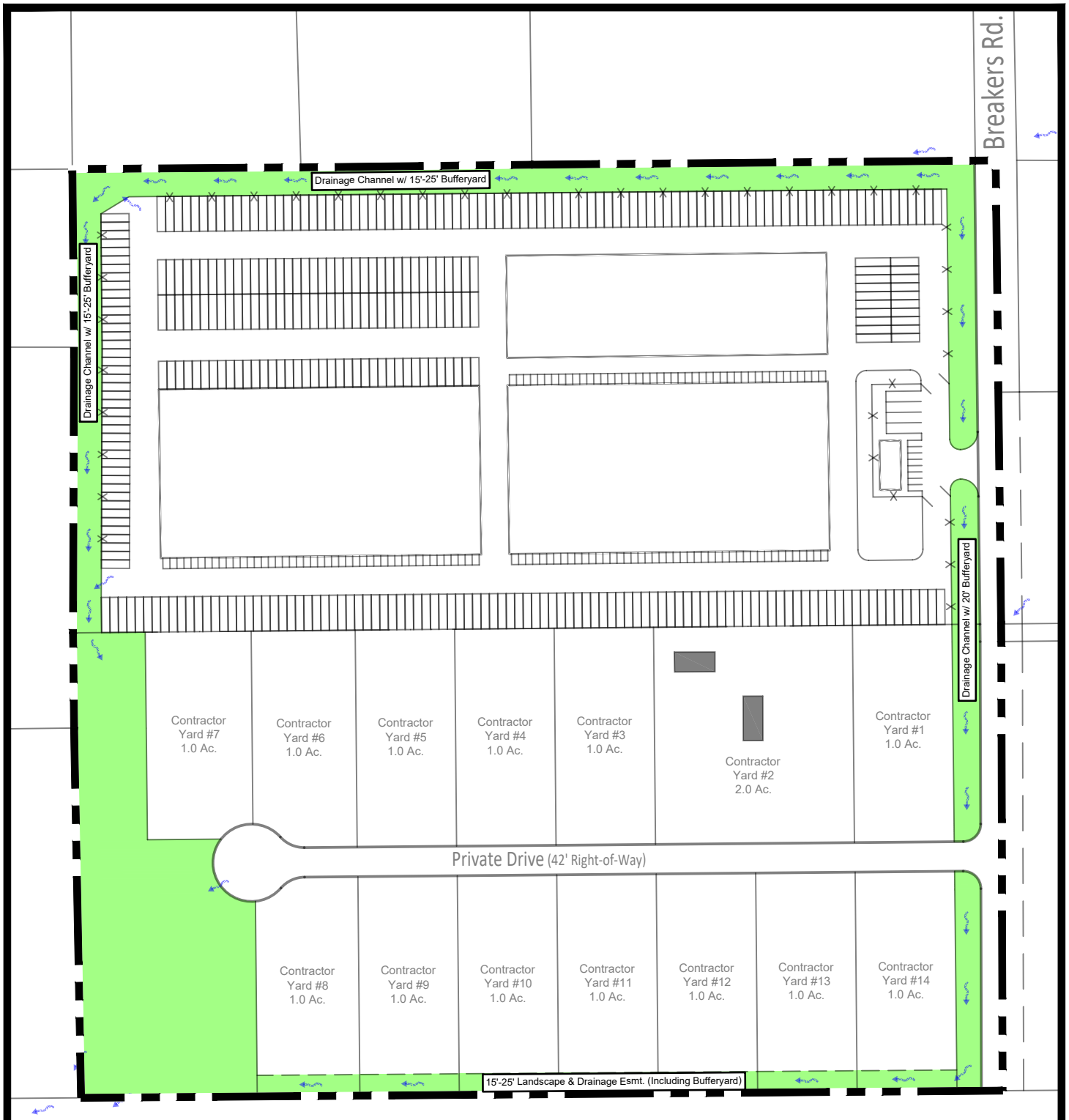
This development will provide onsite retention/detention in accordance with Town of Marana policies and the Pima County detention/retention manual. Onsite stormwater flows will be detained down to below existing (pre-development) conditions per critical basin requirements.

The Tangerine 40 property is currently designated by FEMA as AO-1. All proposed structures will comply with applicable floodplain regulations.

G. VEGETATION

As part of the platting process, the Town of Marana's native plant reservation requirements (as defined in Section 17.02 of the Marana Land Development Code) will be followed and an inventory will be prepared for the entire site, identifying vegetation to be preserved in place or transplanted onsite.

The development features a drainage channel around the entire perimeter, which will be partially landscaped and thus will fulfill the 15' – 25' landscape bufferyard requirement. Common area landscaping will be drought tolerant. Please refer to Exhibit III-G-1: Proposed Bufferyards.



1" = 200'
12/21/20 N 20aya01

PARADIGM LAND DESIGN LLC

Exhibit III-G-1
Bufferyards

"G:\Projects\20ay Breakers 40\a01\023\Graphics\Exhibits\III-G-1 Bufferyards.dwg"

H. WILDLIFE

Larger wildlife that may traverse the Tangerine 40 property will continue to be able to cross from one side to the other via the proposed perimeter drainage channels.

At least 30 days before grading, a 100% area survey must be completed by a qualified wildlife biologist for the Sonoran Desert Tortoise, with a copy of the survey form being sent to the Town prior to issuance of a grading permit.

I. VIEWSHEDS

As mentioned in Section I, there are no extraordinary mountain views appreciable from or across the Tangerine 40 property, thus viewshed impacts of this development will be minimal. Even so, the wide perimeter channel areas will further mitigate any potential impacts to surrounding viewsheds.

J. TRAFFIC

The proposed development will have two connections to the existing public street system, both of which will be onto Breakers Road. The northern connection location is proposed several hundred feet from the nearest existing or proposed connection. The southern connection is proposed at the middle of the southern parcel's frontage on Breakers Road, in close proximity but not directly across from the access drive for the existing construction yard east of Breakers Road. To meet Marana's street design standards regarding proximity of roadway connections, this development will relocate the existing construction yard's access drive.

Along the Tangerine 40 property frontage Breakers Road is currently a dirt road partially within existing public-right-of-way and partially within existing public access and utility easements. The northern 660' of Breakers Road is proposed to be improved by the Premier RV Storage development. This development will be required to dedicate 30' of public right-of-way and improve the remainder of Breakers Road to the southern property boundary.

This development is expected to generate fewer than 100 AM peak hour trips and fewer approximately 1,000 vehicular average daily trips (ADT), according to the Traffic Impact Analysis (TIA) submitted by Esparza Engineering, which is included in Appendix A – Traffic Impact Statement.

K. PUBLIC UTILITIES

1. Water

   Marana Water has indicated that this development will be served, and that an extension of Marana's public water system will be required to be constructed by the developer.

2. Sewer

   This development will utilize private onsite wastewater treatment systems.

3. Electric

   The Tangerine 40 property is located within the TRICO Electric service area.

4. Natural Gas

   Southwest Gas will supply natural gas services to this development.

5. Telecommunications

   The development is within the Qwest service area.

L. PUBLIC SERVICE IMPACTS

1. Police

   The development is within Marana's town limits and law enforcement jurisdiction. This development will benefit the Marana Police Department by eliminating the dilapidated Breakers Water Park that has become a frequent destination for Marana police offers responding to unlawful activity.

2. Fire

   This development will be serviced by Northwest Fire District.

3. Trash & Recycling

   The Town of Marana does not provide trash and recycling services. The developer will contract with a private solid waste pick-up provider.

4. Schools

   Not applicable.

5. Parks

   Not applicable.

M. RECREATIONS & TRAILS

Not applicable.

N. CULTURAL, ARCHAEOLOGICAL, AND HISTORIC RESOURCES

As described in Section I, an archaeological site is located within the Tangerine 40 property and has been thoroughly studied by Westland Resources. On 12/10/2020 Town staff accepted Westland's *End-Of-Fieldwork Report for Phased Data Recovery for a Portion of AZ AA:12:674(ASM) at the Former Breakers Waterpark Property*. A Certificate of Approval has been issued, and the Tangerine 40 property has been cleared or development as proposed.

IV. APPENDIX A – TRAFFIC IMPACT STATEMENT

The Traffic Impact Statement has been submitted to the Town of Marana as a separate bound report.

MARANA, ARIZONA

YOUR TOWN

PCZ2011-001
Tangerine 40 Rezoning

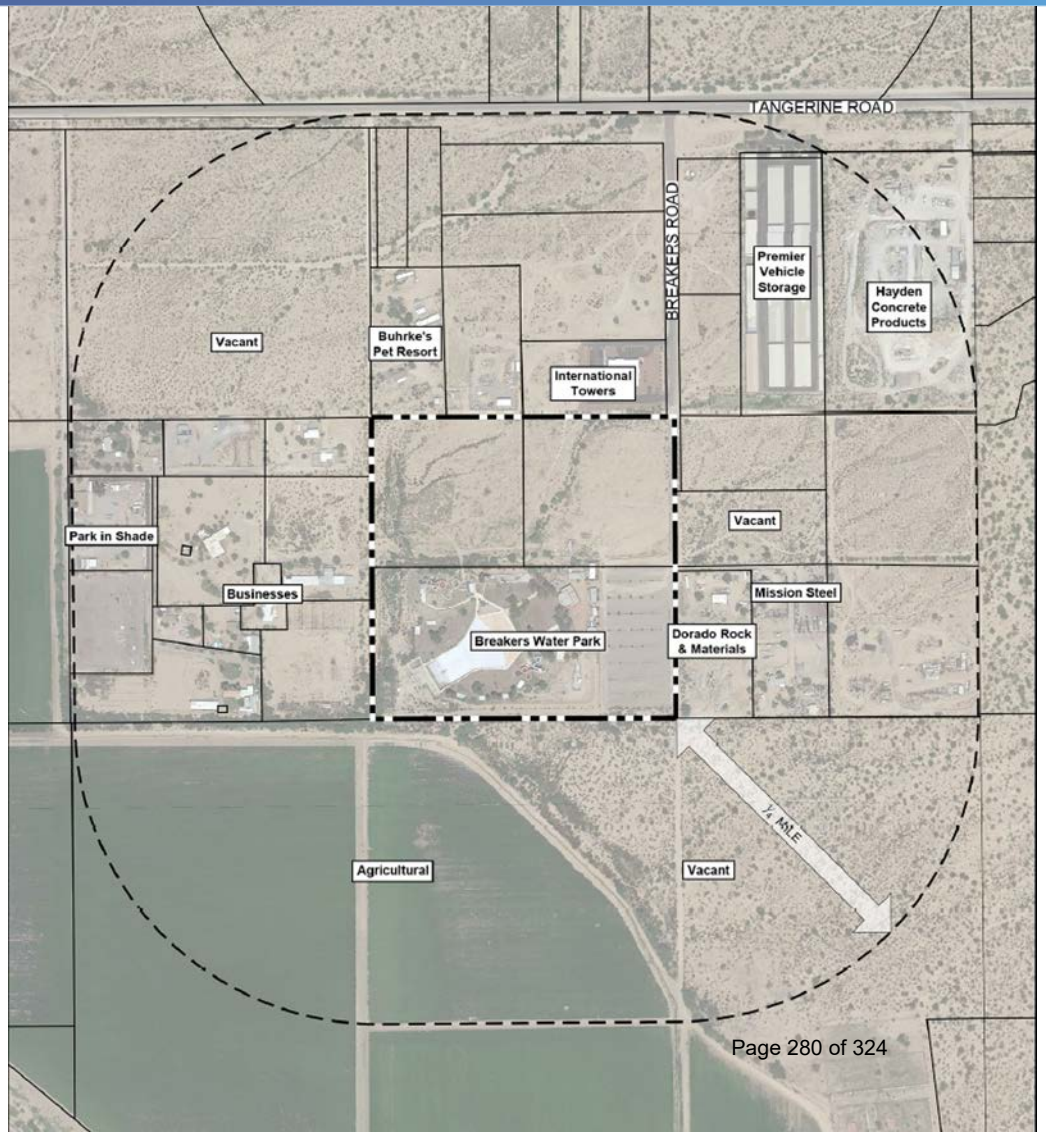
Town Council
February 16, 2021

MARANA, ARIZONA
YOUR TOWN

Location and Request

- **Applicant**
  Paul Oland, Breakers 95 LLC and MC Tangerine Property LLC
- **Request**
  Approval to rezone
- **Location**
  West side of Breakers Road

  Site of the former Breakers Water Park and two 10-acre parcels north
- **Size**
  Approximately 40 acres
- **Current Zoning**
  Zone C - Large Lot Zone
- **2040 General Plan Future Land Use**
  Employment (E)

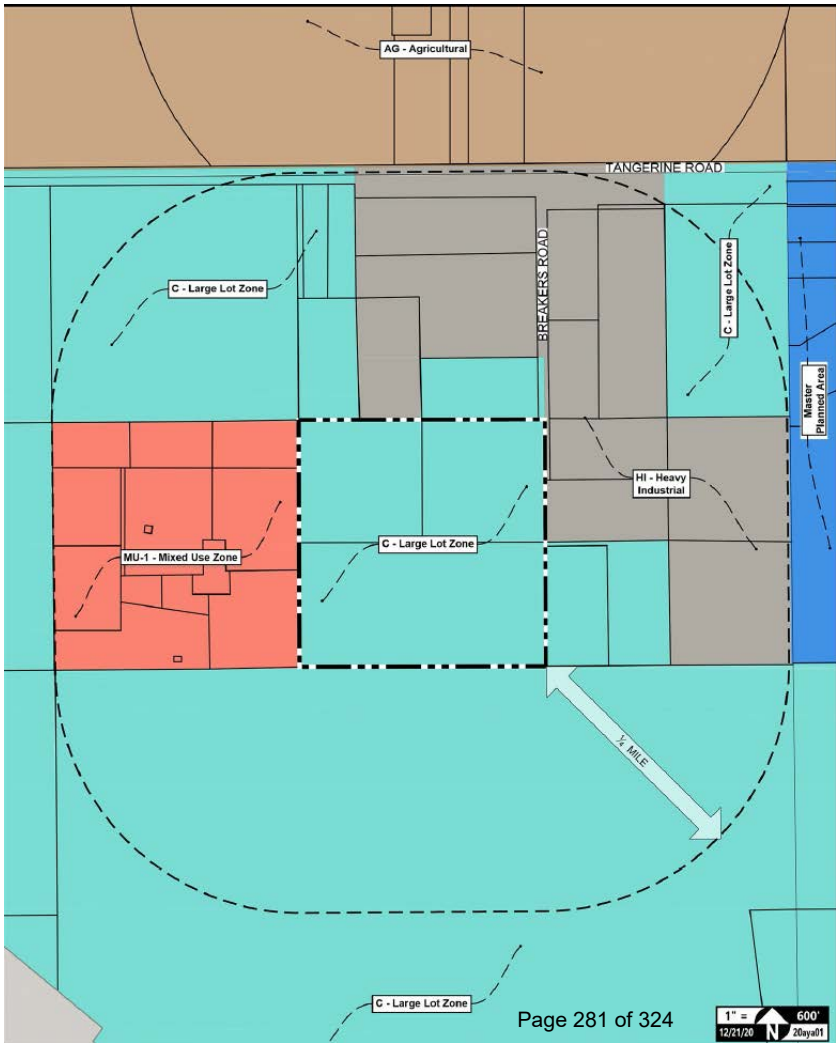


MARANA, ARIZONA
YOUR TOWN

Proposed Zoning

Rezoning Request

- Heavy Industry (HI)
- Consistent with General Plan Future Land Use - Employment



MARANA, ARIZONA
YOUR TOWN

Conceptual Site Plan

Property Data

1.	Property Area	39.9± Ac.
2.	Assessor Parcels	216-08-0100, 0110 & 0160
3.	Existing Zoning	C - Large Lot Zone
4.	Proposed Zoning	HI - Heavy Industry
5.	FEMA Designation	AO-1

Proposal Summary (General)

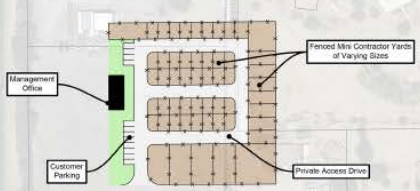
1. All proposed buildings will comply with applicable floodplain regulations.
2. Landscape bufferyard widths will be determined by Town staff during the development plan review process.
3. The project will be served by Marana Water.
4. This project will comply with applicable ADA regulations.

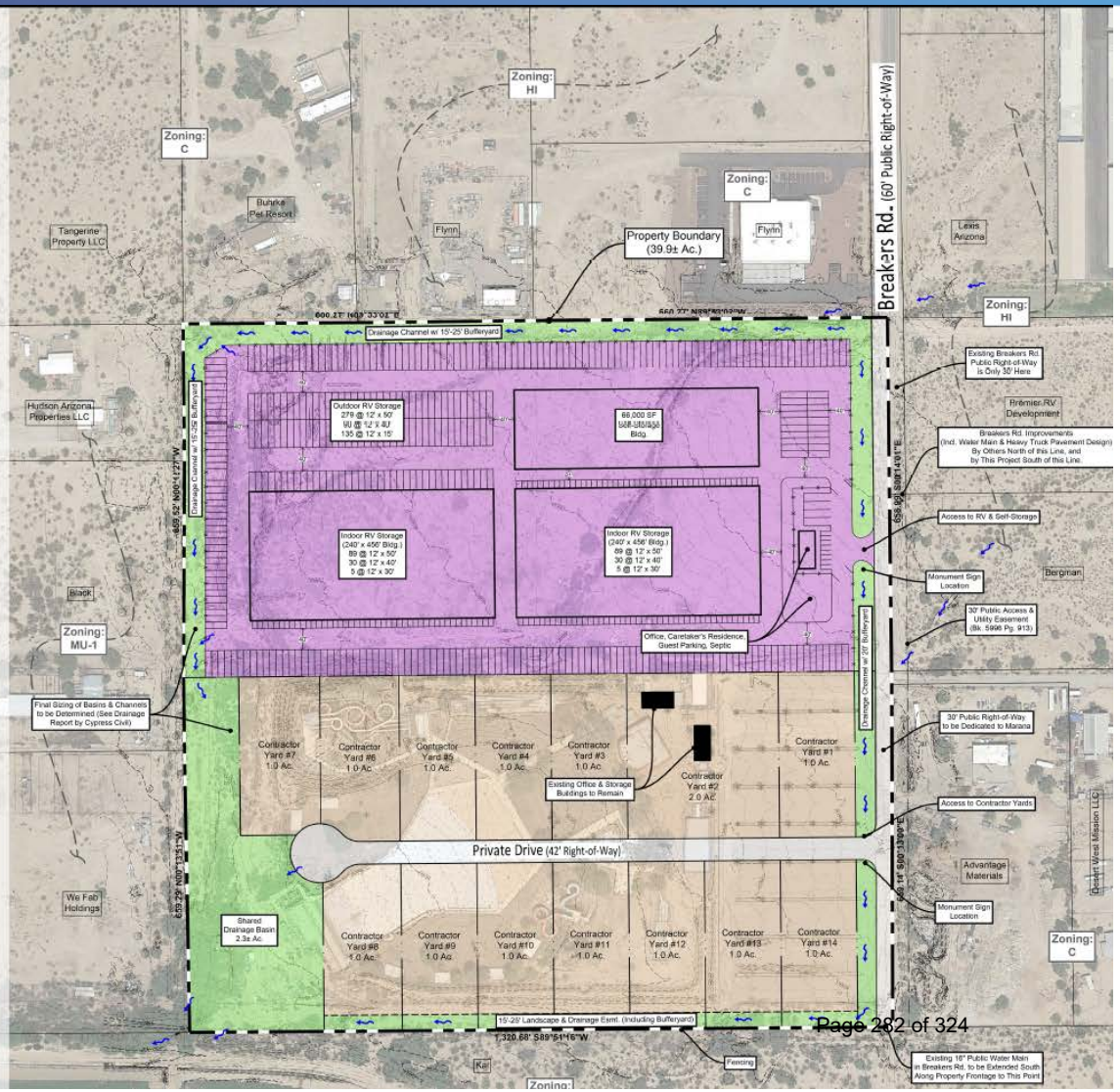
Proposal Summary (RV Storage / Self-Storage)

1.	Building Area	290,000± Sq. Ft.
2.	Building Height	35 Ft.
3.	Parking Provided	12 Spaces (For Customers at Office)
4.	RV Storage Provided	As Noted on Plan

Proposal Summary (Contractor Yards)

1. Modular buildings (including septic systems) on each yard to be permitted individually as needed by lessees. Yards may include storage of equipment, vehicles, and materials. Metal shade structures / canopies may be erected by lessees.
2. Dry utilities to be extended and stubbed to each yard.
3. All existing Breakers Water Park improvements to be removed except as noted.
4. Yards will be fenced.
5. Yard sizes are subject to change based on tenant needs.
6. Video surveillance to be provided if warranted.
7. A portion of the project may be developed as mini contractor yards, serving the needs to smaller contractors who only need several hundred square feet of storage area. A schematic site plan for mini contractor yards is shown below.





MARANA, ARIZONA
YOUR TOWN

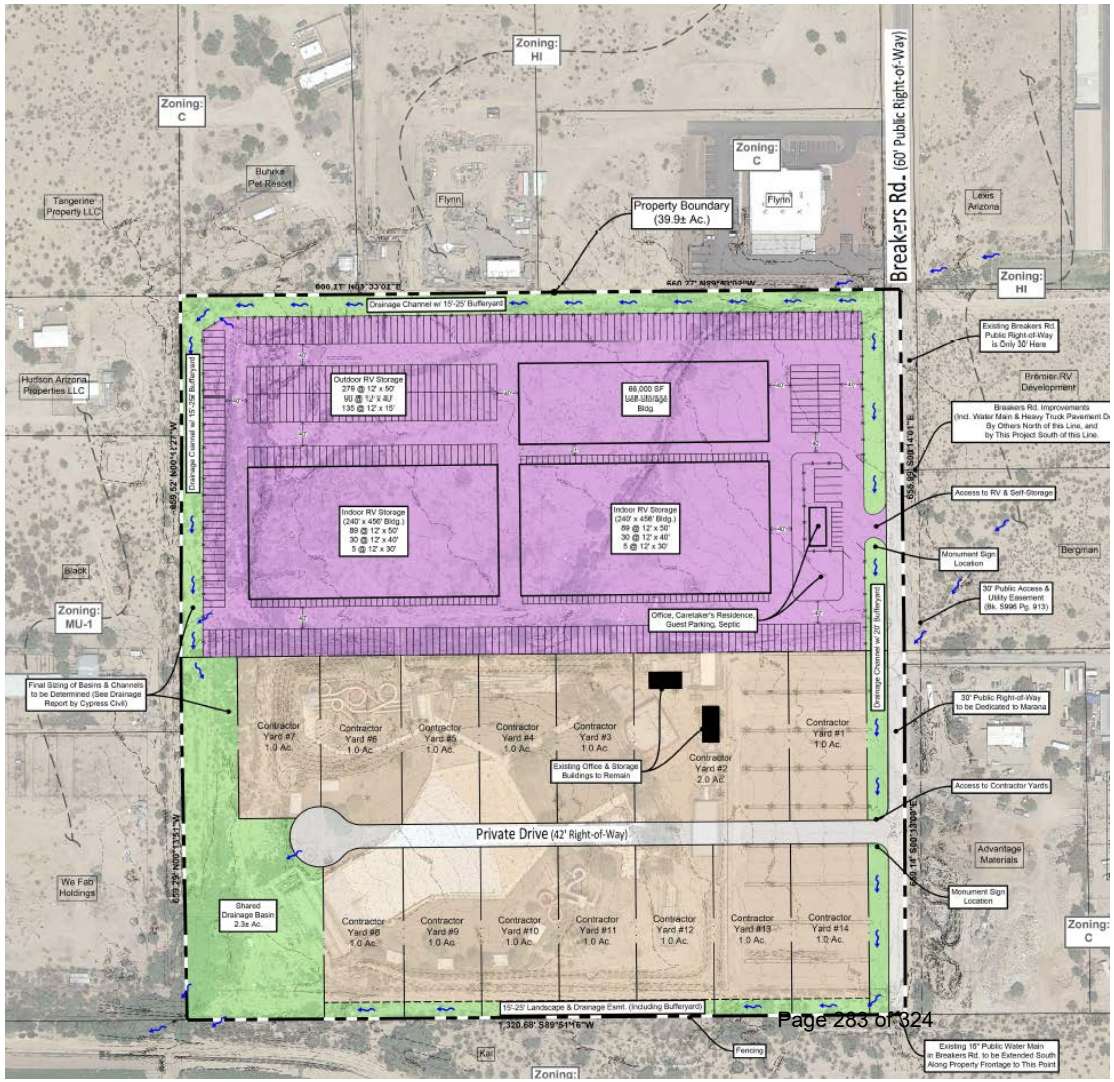
Traffic and Utilities

Traffic

- Two points of access
- Right of way dedication of 30' for Breakers Road
- Roadway improvements required to Breaker's Road
- Traffic Engineering Division approved traffic statement

Utilities

- Marana Water service
- Private on-site wastewater
- TRICO, SWG, NWFD



Recommendation

Recommendation

Staff recommends approval of PCZ2011-001, Tangerine 40 Rezoning, subject to the recommended conditions.

Council-Regular Meeting **A2**

Meeting Date: 02/16/2021

To: Mayor and Council

From: Anita McNamara, Long-Range Planner

Date: February 16, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2021.002: Relating to Development; approving a rezoning of approximately 1.84 acres of land located at 4535 W. Ina Road, south of Ina Road and approximately 0.10 Miles east of Interstate 10, from R-36 (single-family residential) to Village Commercial (VC) (Anita McNamara)

Discussion:

Request
Phillip and Henry (Tom) Toole, property owners of a 1.84 acre parcel known as Pima County Assessor's Parcel #10105009E, and owners of the Phil's Sheds business currently operating on the site at 4535 W. Ina Road, request the Marana Town Council to approve rezoning the parcel from R-36 (Residential) to Village Commercial (VC).

History
The proposed rezoning area was annexed in to Marana in 1993 by Ordinance #1993.12. The Pima County zoning of Suburban Homestead (SH), with a 36,000 square feet minimum parcel area, was translated to the Town zoning of R-36 (Residential). Prior to and since annexation, the property has been in continual use as a commercial business (retail sheds) and private residence.

Surrounding and Existing Land Use and Zoning
The rezoning area is surrounded by commercial and industrial uses. To the west and east of the subject property, on the south side of Ina Road, are vacant, commercial parcels zoned VC. The property to the west was previously a car rental agency and to the east is the proposed El Rancho Market. To the southeast is a TEP power sub-station zoned VC and Heavy Industry. Directly to the south is the Union Pacific Railroad and

Interstate 10 right-of-way, which are both zoned Light Industrial. On the north side of Ina Road are additional properties zoned VC, with a mix of restaurant, hotel, convenience store/gas station and similar uses.

Marana General Plan 2040
The 2040 General Plan designates this area as Commercial, which accommodates commercial land uses. Rezoning to VC will bring the zoning into compliance with the 2040 General Plan and facilitate the sale and redevelopment of the property.

Access and Circulation
The property has existing, direct access off of West Ina Road in the area of the recently completed Ina Road/I10 interchange project. As part of the project, the right-of-way was widened and received beautification elements such as landscaping, new streetlights, sidewalks, and accessibility ramps.

Utilities
The rezoning area is located within the Tucson Water service area and currently has service. Sewer is provided by septic system on the site. The property is located within the service area for Pima County Regional Wastewater Reclamation Department. Future development of the site will require connecting to the sewer system. The rezoning area lies within the service areas of TEP, Southwest Gas, Century Link and Comcast.

Fire District Services
The rezoning area is located within the Northwest Fire service area.

Public Notification
The public hearing was appropriately noticed in The Daily Territorial and all property owners within 300 feet of the boundary of the rezoning area were noticed, by United States mail, of the date, time and topic of the public hearing. Additional notice was posted at various locations within the community. There has been no contact to the staff regarding the rezoning.

Recommended Findings of Fact
1. The property is currently zoned R-36 (Residential). The proposed change in zoning to Village Commercial (VC) is supported by the Commercial (C) land use category of the Marana General Plan.
2. With the acceptance of the recommended conditions, the proposed rezoning is in compliance with all other development standards of the Land Development Code related to the proposed zoning classification.
3. The proposed rezoning, with acceptance of the recommended conditions, does not appear to be detrimental to the immediate area or to the health, safety, and welfare of the inhabitants of the area and the Town of Marana.

Case Analysis Review Criteria
1. Ability to comply with development regulations, i.e. water, sanitation, access, developable parcel, etc.: With the acceptance of the recommended conditions this amendment complies with the requirements of all agencies.
2. Ability to comply with requirements of the zoning regulations, i.e. lot size, frontage,

setbacks, etc.: With the acceptance of the recommended conditions this amendment complies with the requirements of the zoning and the purpose and intent of the Land Development Code.
3. Consistent with the purpose of the zoning regulations and with the intent of the General Plan: This amendment is consistent with the purpose and intent of the Land Development Code and the Town of Marana General Plan.
4. Compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the Town: Based upon the requirements and conditions, this amendment will not be detrimental to the immediate area or to the general health, safety, and welfare of the inhabitants of the area and the Town of Marana.

Staff Recommendation:

Planning Commission Recommendation
The Planning Commission heard the request for the proposed rezoning on January 27, 2021. By a vote of 4-0, the Planning Commission voted to recommend approval to the Town Council.

Staff Recommendation
Staff recommends the adoption of Ordinance No. 2021.002, approving the rezoning, subject to the conditions set forth in the draft Ordinance included with these agenda materials.

Suggested Motion:

I move to adopt Marana Ordinance No. 2021.002, approving a rezoning of approximately 1.84 acres of land located at 4535 W. Ina Road from R-36 Residential to Village Commercial.

Attachments

Ordinance No. 2021.002
Exhibit A
Applicant's Narrative
Application
Location Map
Rezoning Exhibits
Survey
Presentation

MARANA ORDINANCE NO. 2021.002

RELATING TO DEVELOPMENT; APPROVING A REZONING OF APPROXIMATELY 1.84 ACRES OF LAND LOCATED AT 4535 W. INA ROAD, SOUTH OF INA ROAD AND APPROXIMATELY 0.10 MILES EAST OF INTERSTATE 10, FROM R-36 (SINGLE-FAMILY RESIDENTIAL) TO VILLAGE COMMERCIAL (VC)

WHEREAS Henry T. Toole III and Phillip M. Toole (collectively the "Property Owners") own 1.84 acres of land located at 4535 W. Ina Road, south of Ina Road and approximately 0.10 miles east of Interstate 10 within Section 3 Township 13 South, Range 13 East, described and depicted on Exhibit "A" attached to and incorporated in this ordinance by this reference (the "Rezoning Area"); and

WHEREAS the Property Owners have submitted an application to rezone the Rezoning Area from R-36 (Single-Family Residential) to Village Commercial (VC) ("this Rezoning"); and

WHEREAS the Marana Planning Commission held a public hearing on this Rezoning on January 27, 2021, and voted 4 to 0 with two Commissioners absent to recommend that the Town Council approve this Rezoning, subject to the recommended conditions; and

WHEREAS the Marana Town Council held a public hearing on this Rezoning on February 16, 2021, and determined this Rezoning should be approved.

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

Section 1. The zoning of the Rezoning Area is hereby changed from R-36 (Single-Family Residential) to Village Commercial (VC).

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

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

2. A master drainage study must be submitted by the Property Owners and accepted by the Town Engineer prior to Town approval of a preliminary plat or development plan for any portion of the Rezoning Area.
3. A detailed traffic impact analysis must be submitted by the Property Owners and accepted by Town staff prior to approval of a preliminary plat or development plan for any portion of the Rezoning Area.
4. A water infrastructure and phasing plan (WIP) must be submitted by the Property Owners and accepted by Tucson Water (the "water provider") prior to approval of a preliminary plat for any portion of the Rezoning Area. The WIP shall identify all on-site and off-site water facilities needed to serve the proposed development. The WIP shall include all information required by the water provider, such as (but not limited to) analysis of water use and fire flow requirements, and well source, reservoir, and booster station infrastructure needed to serve the proposed development. If the water provider requires a water service agreement as a condition of service to the proposed development, the Property Owners must enter into a water service agreement with the water provider consistent with the accepted WIP.
5. A master sewer plan must be submitted by the Property Owners and accepted by the Pima County Regional Wastewater Reclamation Department (the "wastewater utility") prior to the approval of any final plat or development plan for the Rezoning Area. The master sewer plan shall identify all on-site and off-site wastewater facilities needed to serve the proposed development, and shall include all information required by the wastewater utility. If the wastewater utility requires a sewer service agreement as a condition of service to the proposed development, the Property Owners must enter into a sewer service agreement with the wastewater utility consistent with the accepted master sewer plan.
6. The Property Owners must design and construct any roadway, drainage, water, and wastewater improvements, and dedicate or acquire any property rights associated with those improvements, that the Town requires based on the data and findings of the accepted traffic impact analysis, the accepted master drainage study, the accepted WIP, the accepted master sewer plan, and other studies approved in connection with the approval of a preliminary plat or development plan for any portion of the Rezoning Area.
7. The property owners shall transfer to the water provider, by the appropriate Arizona Department of Water Resources form, those water rights being IGR, Type I or Type II for providing designation of assured water supply and water service to the Rezoning Area. If Type I or Type II is needed on the Rezoning Area, the water provider and the property owners shall arrive at an agreeable solution to the use of those water rights appurtenant to the affected portion of the Rezoning Area.
8. The final design of all streets and circulation facilities, including gated access (if applicable) and emergency access, must be accepted by the Northwest Fire District

prior to Town Council consideration of a final plat for any portion of the Rezoning Area.

9. No approval, permit or authorization by the Town of Marana authorizes violation of any federal or state law or regulation or relieves the Property Owners from responsibility to ensure compliance with all applicable federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. The Property Owners should retain appropriate experts and consult appropriate federal and state agencies to determine any action necessary to assure compliance with applicable laws and regulations.
10. Prior to the issuance of any grading permits, the Property Owners shall submit evidence to the Town that all federal permit requirements have been met through the Corps of Engineers and the State Historic Preservation Office, if federal permits are required for the development of the Rezoning Area.
11. The Property Owners shall not cause any lot split of any kind without the written consent of the Town of Marana.

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

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of February, 2021.

_____
Mayor Ed Honea

ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Exhibit “A”

LEGAL DESCRIPTON

Parcel No. 1:

The South 300.00 feet of the North 330.00 feet of the East 120.00 feet of the West 271.92 feet of Lot 4, Section 6, Township 13 South, Range 13 East, of the Gila and Salt River Base and Meridian, Pima County, Arizona, which lies Northerly of the following described right-of-way line, and as described in Final Order of Condemnation recorded in Recording No. 20190770096, described as follows:

Commencing at a 3 inch brass cap marking the Northwest corner of said Section 6, being North 02°01’27" West, 2615.93 feet from a 3 inch brass cap on 1 inch pipe marking the West quarter corner of said Section 6;

Thence along the West line of said Section 6, South 02°01'27" East, a distance of 100.05 feet to the POINT OF BEGINNING;

Thence North 89°48'46" East, a distance of 272.06 feet;

Thence North 02°01'27" West, a distance of 25.01 feet to the POINT OF ENDING on the existing South right-of way line of Ina Road; and

EXCEPT that portion conveyed in Deed recorded in Docket 5782, Page 1062, described as follows:

The South 45.00 feet of the North 75.00 feet of said East 120.00 feet of the West 271.92 feet of Lot 4, Section 6.

Parcel No. 2:

That portion of Lot 4, Section 6, Township 13 South, Range 13 East, of the Gila and Salt River Base and

Meridian, Pima County, Arizona, described as follows:

Commencing at the Northwest corner of said Section 6;

Thence Southerly along the West line of said Section 6, a distance of 30.00 feet;

Thence Easterly and parallel with the North line of said Section 6, a distance of 151.92 feet;

Thence Southerly and parallel with the West line of said Section 6, a distance of 300.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing Southerly and parallel with the West line of said Section 6, a distance of 401.85 feet to a point on the Northeasterly right-of-way line of the Southern Pacific Railroad;

Thence in a Southeasterly direction along the Northeasterly right-of-way line of the Southern Pacific Railroad, to a point of intersection with a line parallel with and 271.92 feet Easterly from the West line of said Section 6;

Thence Northerly and parallel with the West line of said Section 6, to a point 330.00 feet Southerly from the North line of said Section 6;

Thence Westerly and parallel with the North line of said Section 6, a distance of 120.00 feet to the TRUE POINT OF BEGINNING.

Anita McNamara, AICP, CFM
Long Range Planner
Town of Marana
11555 W Civic Center Dr
Marana, AZ 85653
520.382.2658
amcnamara@maranaaz.gov

January 21, 2021

RE: Rezoning application for 4535 W. Ina Rd.

We are applying to rezone a 1.84 acre property that has been our family residence since 1959. It has also been our business, Phil's Sheds and Garages, Inc. since 1990. We currently have a Marana business license number 148156. The commercial use has typically represented about 90% of the property area.

The property was farm land back in 1959 when we moved onto it. So it is flat. Since then there are a few Mesquite and Palo Verde trees throughout. TEP has an easement across the back 200ft of the property and they have built an elevated all weather road across the back property line but they have assured us that it will not impact our drainage. As a result of the recent Ina road construction the driveway, sidewalks, and front landscaping are to current standards. The only thing a future developer will have to contend with is larger capacity utilities.

The permanent structures are represented on the survey I originally provided. We have a few remaining old sheds that are up for sale or are scheduled to be removed. Our plan is to demolish the house and the front most structures later this year. We will leave the back most awning as we anticipate moving the shed business to the back of the property when the front half sells. We will not be doing any constructions of sheds, just sales from dealer inventory.

We have worked with the fire department in the past to bring the property up to their standards for a commercial establishment. We have also dealt with OSHA to meet their standards.

When the property sells and is developed it will likely be to a fast food or retail user but no impacts to local services such as schools, police, parks, fire service, sanitary pick-up, and other similar services are anticipated.

Phil Toole
(520) 867-3415
PhilsSheds@Yahoo.com

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: 4535 W. Ina Rd. rezone	
Description of Project: Rezone 1.84 acres	Number of Lots: 1
Parcel No.(s): 101-05-009E	Gross Area (Acres): 1.84
Project Address: 4535 W. Ina Rd.	
Ref. Project No.:	

CONTACT INFORMATION

Owner: Phil & Tom Toole	Contact Name: Phil Toole		
Address: 4535 W. Ina Rd	City: Tucson	State: AZ	Zip: 85741
Email: PhilsSheds@yahoo.com	Phone No.: (520) 867-3415		
Applicant: Phil Toole	Contact Name: Phil Toole		
Address: 4535 W. Ina Rd	City: Tucson	State: AZ	Zip: 85741
Email: PhilsSheds@yahoo.com	Phone No.: (520) 867-3415		
Consultant/Engineer: None	Contact Name:		
Address:	City:	State:	Zip:
Email:	Phone No.:		

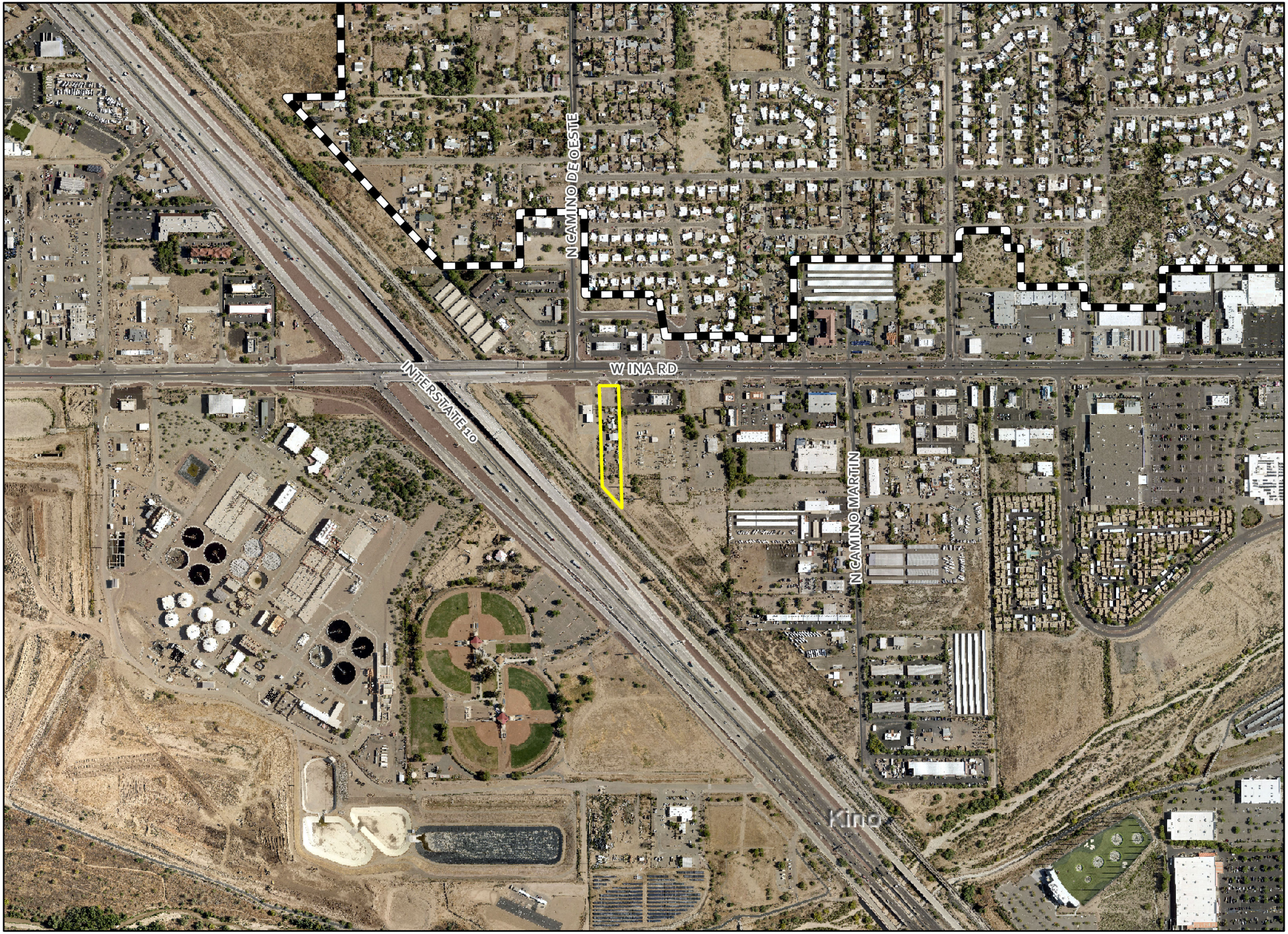
OWNER/APPLICANT AUTHORIZATION

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.)

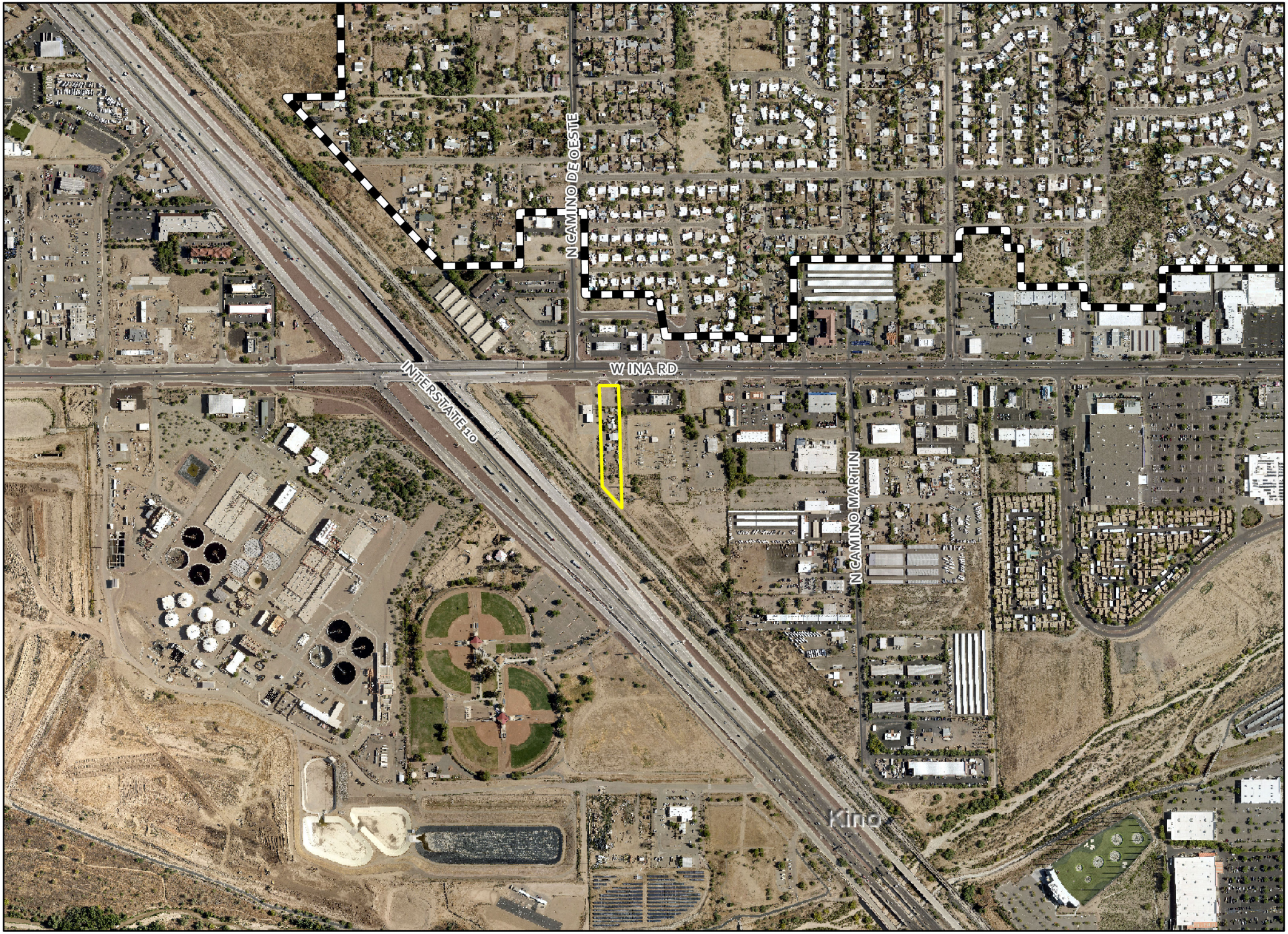
Phil Toole	Phil Toole	12/18/2020
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY **Project No.** PCZ2012-001 **Date Received** 12/21/2020

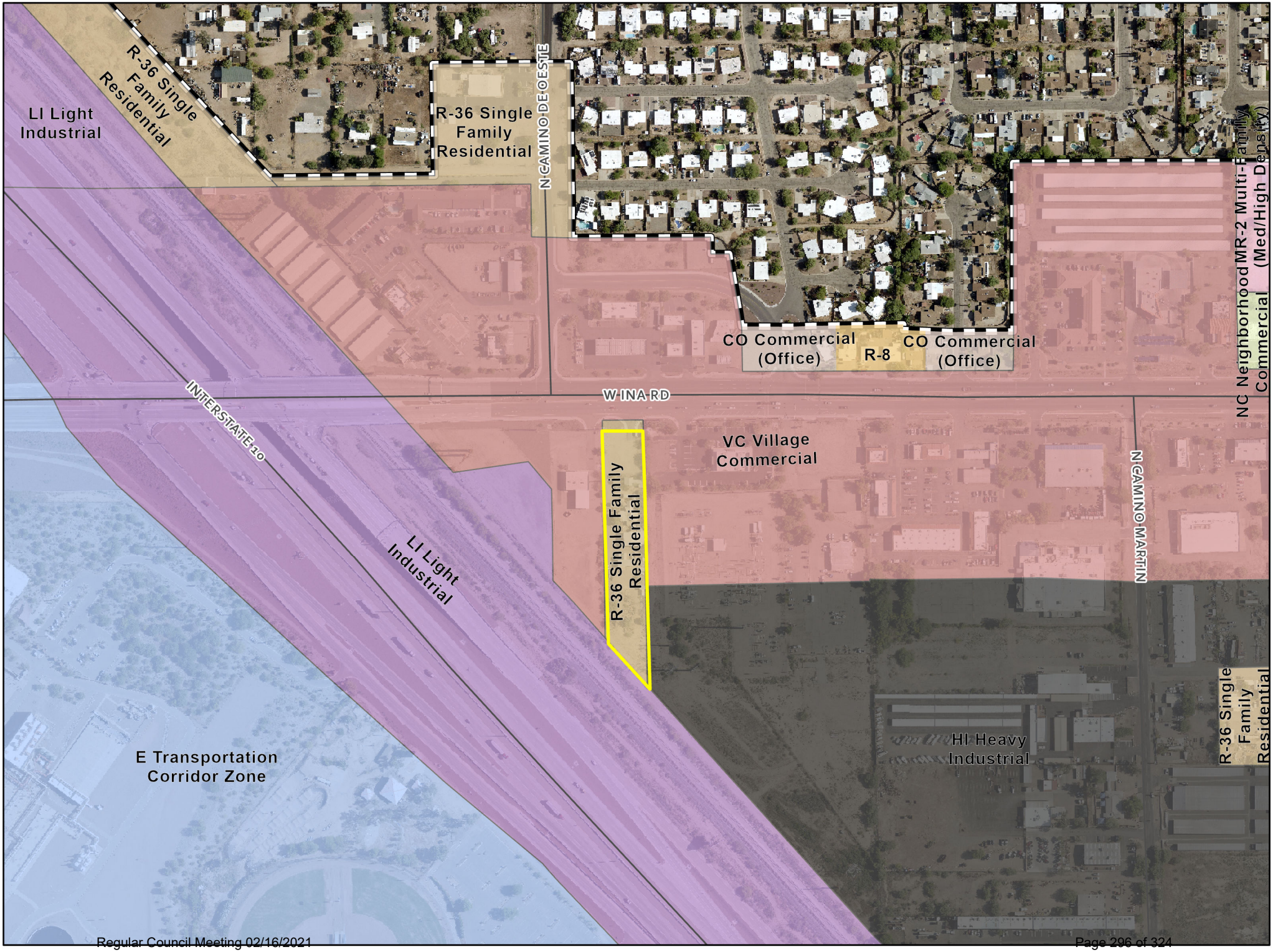
Revision Date 03/29/2019



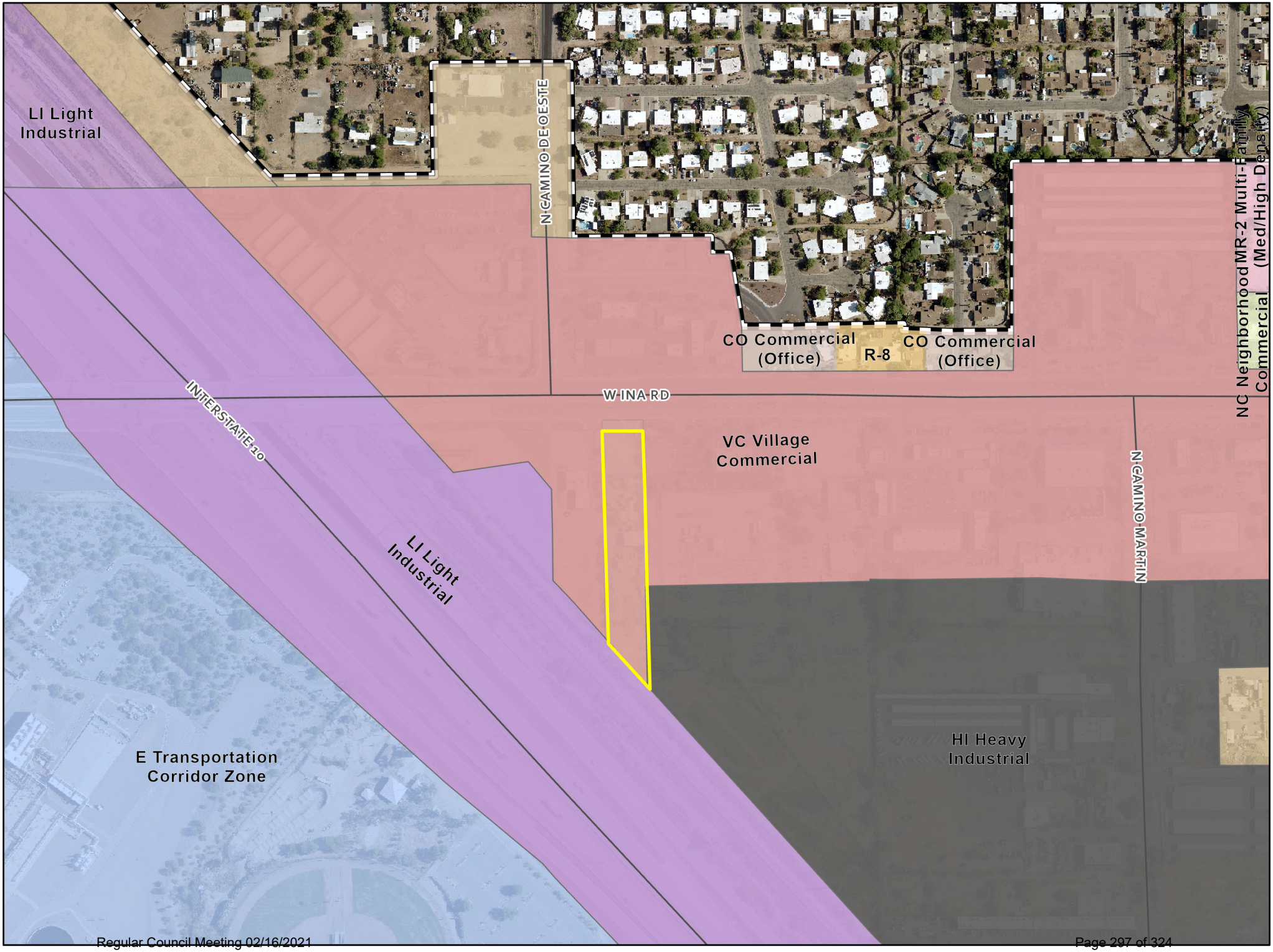
Subject Property Location



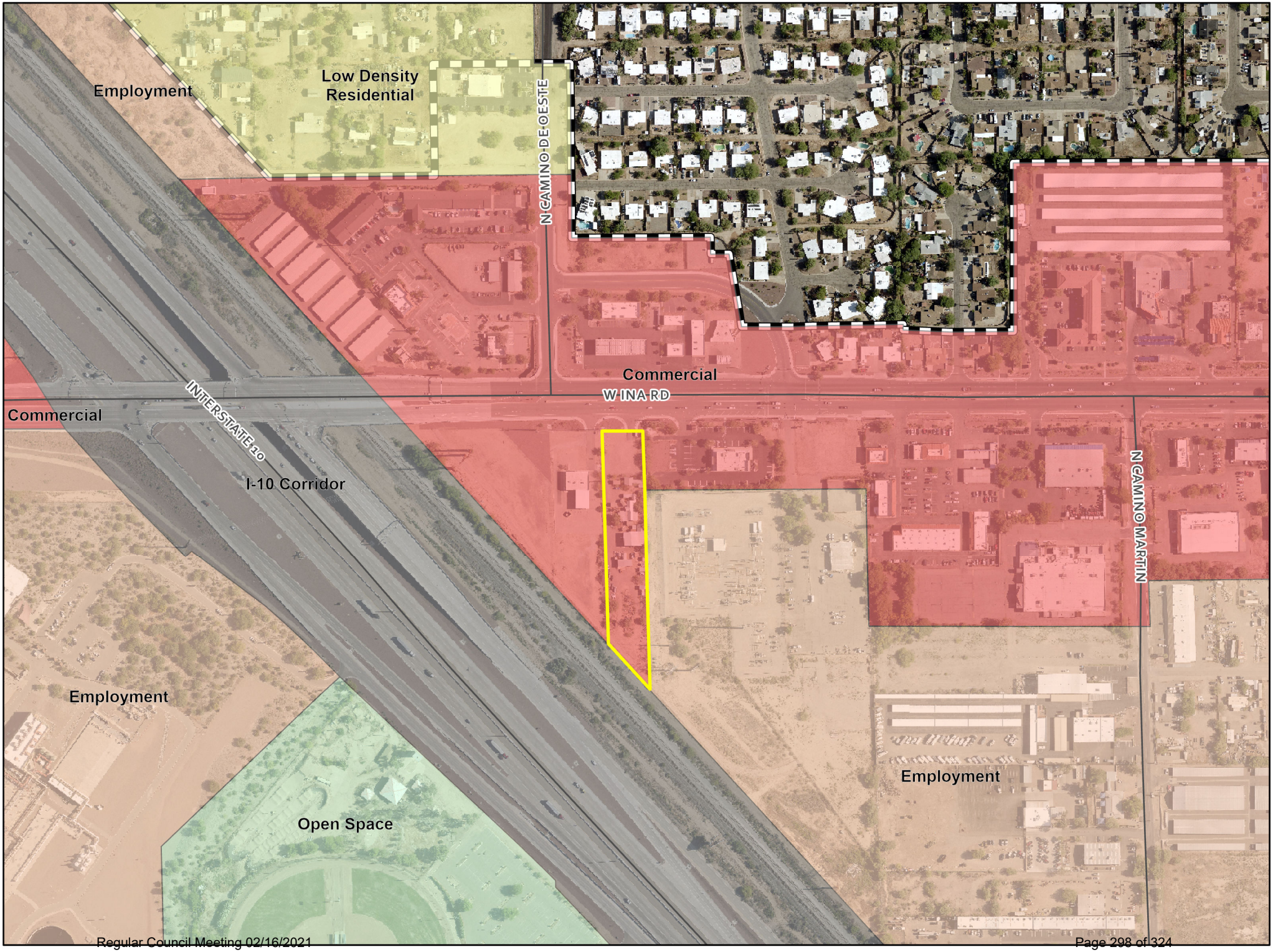
Subject Property Location



Current Zoning



Proposed Zoning



General Plan 2040 Future Landuse



Floodplain (Zone X) and Topography

CERTIFICATION

To: Phillip M. Toole and Henry T Toole, III, and Fidelity National Title Agency, Inc., who issued ALTA Commitment for Title Insurance Commitment Number 51010263–051–51–PK3, dated October 19, 2019.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes at a minimum Items #1, 3, 4, 7(a), 8, 9, 11 (observed only), 13, 16, of Table A thereof. The field work was completed on Dec. 03, 2019.

REGISTERED LAND SURVEYOR CERTIFICATE NO. 26928 CHRIS E. MORRISON ARIZONA U.S.A. 12 03 2019

Date of Plat or Map: December 2019
Chris E. Morrison
Arizona RLS 26928

Chris Morrison
Expires 03/31/2020

ZONING

The property lies within Zone R–36, Single Family Residential, Town of Marana zoning as shown on the Pima County GIS website.

FLOOD ZONE

The subject property lies within Zone X (areas determined to be outside 0.2% annual chance flood plain) of the Flood Insurance Rate Map identified as Community Panel No. 04019C1660L and 04019C1655L, bearing an effective date of June 16, 2011.

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PIMA, STATE OF ARIZONA,
AND IS DESCRIBED AS FOLLOWS:

Parcel No. 1:

The South 300.00 feet of the North 330.00 feet of the East 120.00 feet of the West 271.92 feet of Lot 4, Section 6, Township 13 South, Range 13 East, of the Gila and Salt River Base and Meridian, Pima County, Arizona, which lies Northerly of the following described right–of–way line, and as described in Final Order of Condemnation recorded in Recording No. 20190770096, described as follows:
Commencing at a 3 inch brass cap marking the Northwest corner of said Section 6, being North 02°01'27" West, 2615.93 feet from a 3 inch brass cap on 1 inch pipe marking the West quarter corner of said Section 6;
Thence along the West line of said Section 6, South 02°01'27" East, a distance of 100.05 feet to the POINT OF BEGINNING;
Thence North 89°48'46" East, a distance of 272.06 feet;
Thence North 02°01'27" West, a distance of 25.01 feet to the POINT OF ENDING on the existing South right–of–way line of Ina Road; and EXCEPT that portion conveyed in Deed recorded in Docket 5782, Page 1062, described as follows: The South 45.00 feet of the North 75.00 feet of said East 120.00 feet of the West 271.92 feet of Lot 4, Section 6.

Parcel No. 2:

That portion of Lot 4, Section 6, Township 13 South, Range 13 East, of the Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:
Commencing at the Northwest corner of said Section 6;
Thence Southerly along the West line of said Section 6, a distance of 30.00 feet;
Thence Easterly and parallel with the North line of said Section 6, a distance of 151.92 feet;
Thence Southerly and parallel with the West line of said Section 6, a distance of 300.00 feet to the TRUE POINT OF BEGINNING;
Thence continuing Southerly and parallel with the West line of said Section 6, a distance of 401.85 feet to a point on the Northeasterly right–of–way line of the Southern Pacific Railroad;
Thence in a Southeasterly direction along the Northeasterly right–of–way line of the Southern Pacific Railroad, to a point of intersection with a line parallel with and 271.92 feet Easterly from the West line of said Section 6;
Thence Northerly and parallel with the West line of said Section 6, to a point 330.00 feet Southerly from the North line of said Section 6;
Thence Westerly and parallel with the North line of said Section 6, a distance of 120.00 feet to the TRUE POINT OF BEGINNING.

SCHEDULE "B II" ITEMS – EXCEPTIONS – 4535 W. INA ROAD

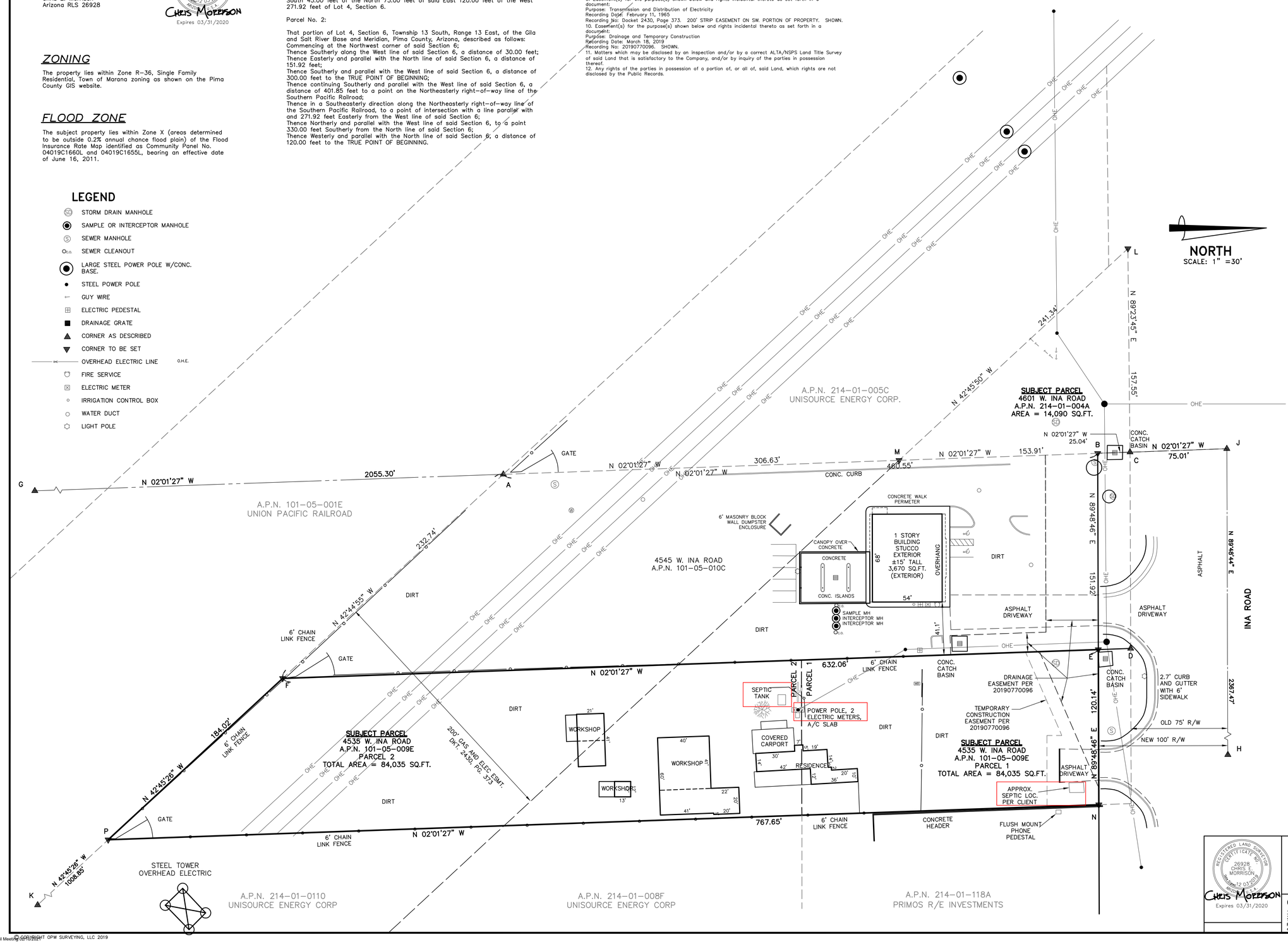
1. Property taxes, including any personal property taxes and any assessments collected with taxes, for the second installment of 2019 Taxes.
2. Reservations, exceptions and provisions contained in the patent and in the acts authorizing the issuance thereof.
3. Rights, easements, interest or title of the Railroad Company hereinafter set forth, as to any portion of said Land lying within the lines of the right–of–way granted to said Railroad. Railroad: Southern Pacific Railroad
4. Water rights, claims or title to water, whether or not disclosed by the public records.
5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
Purpose: Telephone and Telegraph Lines
Recording Date: November 02, 1946
Recording No: Book 103 of Miscellaneous Records, Page 225. LOCATION INDETERMINATE. NOT SHOWN.
6. Reservation of all underground or percolating waters in Cortaro Water User's Association, except that purchasers will be allowed to produce domestic water by well and pump at their own expense, the capacity of which shall not exceed 50 gallons per minute, as set forth in Deed recorded in Book 314 of Deeds, Page 445. BLANKET OVER ENTIRE SITE. NOT SHOWN.
7. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
Purpose: Canal Rights–of–Way and Well Sites
Recording Date: January 22, 1947
Recording No: Book 314 of Deeds, Page 429. NOTHING ON SITE, NOTHING TO SHOW.
8. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
Purpose: Well Sites and Easements
Recording Date: January 23, 1947
Recording No: Book 107 of Miscellaneous Records, Page 151. DOCUMENT ILLEGIBLE. NOTHING TO SHOW.
9. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
Purpose: Transmission and Distribution of Electricity
Recording Date: February 11, 1965
Recording No: Docket 2430, Page 373. 200' STRIP EASEMENT ON SW. PORTION OF PROPERTY. SHOWN.
10. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
Purpose: Drainage and Temporary Construction
Recording Date: March 18, 2019
Recording No: 20190770096. SHOWN.
11. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
12. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the Public Records.

NOTES

1. NO WETLANDS MARKERS WERE OBSERVED.
2. THERE ARE NO PARKING SPACES.
3. WHILE THERE ARE A NUMBER OF STRUCTURES ON THE PROPERTY, ALL NOT SHOWN ARE TEMPORARY AND MOVABLE, PER CLIENT'S DESCRIPTION.

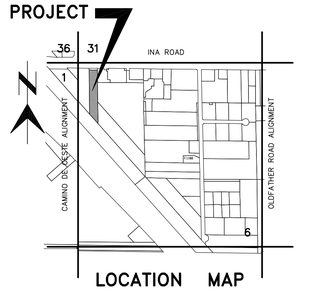
LEGEND

- STORM DRAIN MANHOLE
- SAMPLE OR INTERCEPTOR MANHOLE
- SEWER MANHOLE
- SEWER CLEANOUT
- LARGE STEEL POWER POLE W/CONC. BASE.
- STEEL POWER POLE
- GUY WIRE
- ELECTRIC PEDESTAL
- DRAINAGE GRATE
- CORNER AS DESCRIBED
- CORNER TO BE SET
- OVERHEAD ELECTRIC LINE O.H.E.
- FIRE SERVICE
- ELECTRIC METER
- IRRIGATION CONTROL BOX
- WATER DUCT
- LIGHT POLE



NORTH
SCALE: 1" =30'

THIS PROJECT



LOCATION MAP

NW. 1/4 SEC. 6, T 13 S, R 13 E,
G&SRBM, PIMA COUNTY,
A R I Z O N A

SCALE: 3" = 1/2 MILE

GRAPHIC SCALE

30' 0 15' 30' 60' 120'

(IN FEET)
1 inch = 30 ft.

SURVEY NOTES:

1. THE BOUNDARY OF THE PROPERTY ADJACENT TO THE WEST, 4545 W. INA ROAD, IS BASED ON AN UNRECORDED SURVEY SUPPLIED BY THE CLIENT, PRODUCED BY "EVERETT TRUEBLOOD LAND SURVEYING", THEIR JOB NO. 03–97, DATED NOV. 5. 2003.

2. AT THE TIME OF THE 4545 W. INA ROAD SURVEY IN JANUARY, 2019, DUE TO INA ROAD CONSTRUCTION AND THE OBLITERATION OF ALL EXISTING MONUMENTATION ALONG INA ROAD, THIS SURVEY USES THE FOUND SW. CORNER OF THE ABOVE REFERENCED SURVEY, A FOUND 50' WITNESS CORNER TO THE WEST QUARTER CORNER, AND REFERENCE POINTS FOR THE NORTH QUARTER CORNER AS OBTAINED FROM CHRIS VAN WAGENEN THROUGH HOWARD BLACKMORE WITH THE TOWN OF MARANA. DIMENSIONS TO THOSE POINTS ARE AS SHOWN.

3. USING THE ABOVE METHODOLOGY, THE CALCULATED DISTANCE FROM THE NW. CORNER OF SECTION 6 TO THE NORTH QUARTER CORNER OF SECTION 6 IS 2367.47'. IN RECORD OF SURVEY BOOK 68, PAGE 34, THIS DISTANCE WAS MEASURED AT 2367.42 FEET. THIS SURVEY CALCULATES THE DISTANCE FROM THE NW. COR. SEC. 6 TO THE WEST 1/4 CORNER OF SEC. 6 TO BE 2615.89. OTHER VARIOUS SOURCES SHOW THIS DISTANCE TO BE 2615.83 FEET, 2615.93 FEET AND 2615.87 FEET.

4. THE BASIS OF BEARING IS THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 6, PER THE "LINE DESCRIPTION" IN THE LEGAL DESCRIPTION AND PER THE ADOT IMPROVEMENT PLANS. SAID BEARING BEING N 02° 01' 27" W.

5. CORNER DESCRIPTIONS AS FOLLOWS:
A. FOUND 5/8" REBAR, NO TAG
B. 5/8" REBAR TAGGED "RLS 26928". (P.O.B. 4601 W INA LEGAL DESC.)
C. 1/2" REBAR PER TRUEBLOOD SURVEY.
D. 1/2" REBAR PER TRUEBLOOD SURVEY.
E. 5/8" REBAR TAGGED "RLS 26928".
F. 1/2" REBAR TAGGED "PE 7076" PER TRUEBLOOD SURVEY.
G. CALCULATED POINT 50' NORTH OF AN LCP LABELED "1052 WC 50FT S 1/4 12.57"
H. N. 1/4 CORNER, SECTION 6, CALCULATED POINT FROM REFERENCE POINTS PER TOWN OF MARANA.
J. NW. CORNER SECTION 6 / NE. CORNER SECTION 1. CALCULATED POSITION FROM POINTS A, H AND G.
K. 1/2" REBAR TAGGED "RLS 19863" IN 2" I.D. OPEN PIPE

6. CORNER DESCRIPTIONS AMENDED AS FOLLOWS:
C, F, L, M – SET 5/8" REBAR TAGGED "RLS 26928". NEW PROPERTY CORNERS AND REPLACING CORNERS FOUND BY TRUEBLOOD SURVEY.

7. CORNER DESCRIPTIONS CONTINUED.
N. SET 5/8" REBAR TAGGED "RLS 26928"
P. SET 5/8" REBAR TAGGED "RLS 26928"

REGISTERED LAND SURVEYOR CERTIFICATE NO. 26928 CHRIS E. MORRISON ARIZONA U.S.A. 12 03 2019

Chris Morrison
Expires 03/31/2020

ALTA/NSPS LAND TITLE SURVEY
4535 W. INA ROAD
A PORTION OF LOT 4 OF
SEC. 6, T13S, R13E, G&SRM,
PIMA COUNTY, ARIZONA

Design by	
Checked by	C.E.M.
Drawn by	C.E.M.
Scale Horz.	1"=30'
Scale Vert.	
Date	DEC. 2019
Sheet	1 of 1
Job Number	2019141

OPW SURVEYING, L.L.C.
7135 N. Skyway Drive
Tucson, Arizona 85718
Phone (520) 990–1568
opwsurveying@comcast.net

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MARANA, ARIZONA

YOUR TOWN

PCZ2012-001
Phil's Sheds Rezoning

Town Council
February 16, 2021

MARANA, ARIZONA
YOUR TOWN

Location and Request

- **Applicants**

  Phil and Tom Toole

- **Request**

  Recommendation to Town Council for approval of rezoning

- **Location**

  4535 W Ina Rd

  SE corner of I-10\Ina Rd

- **Size**

  1.84 acres

- **Current Zoning**

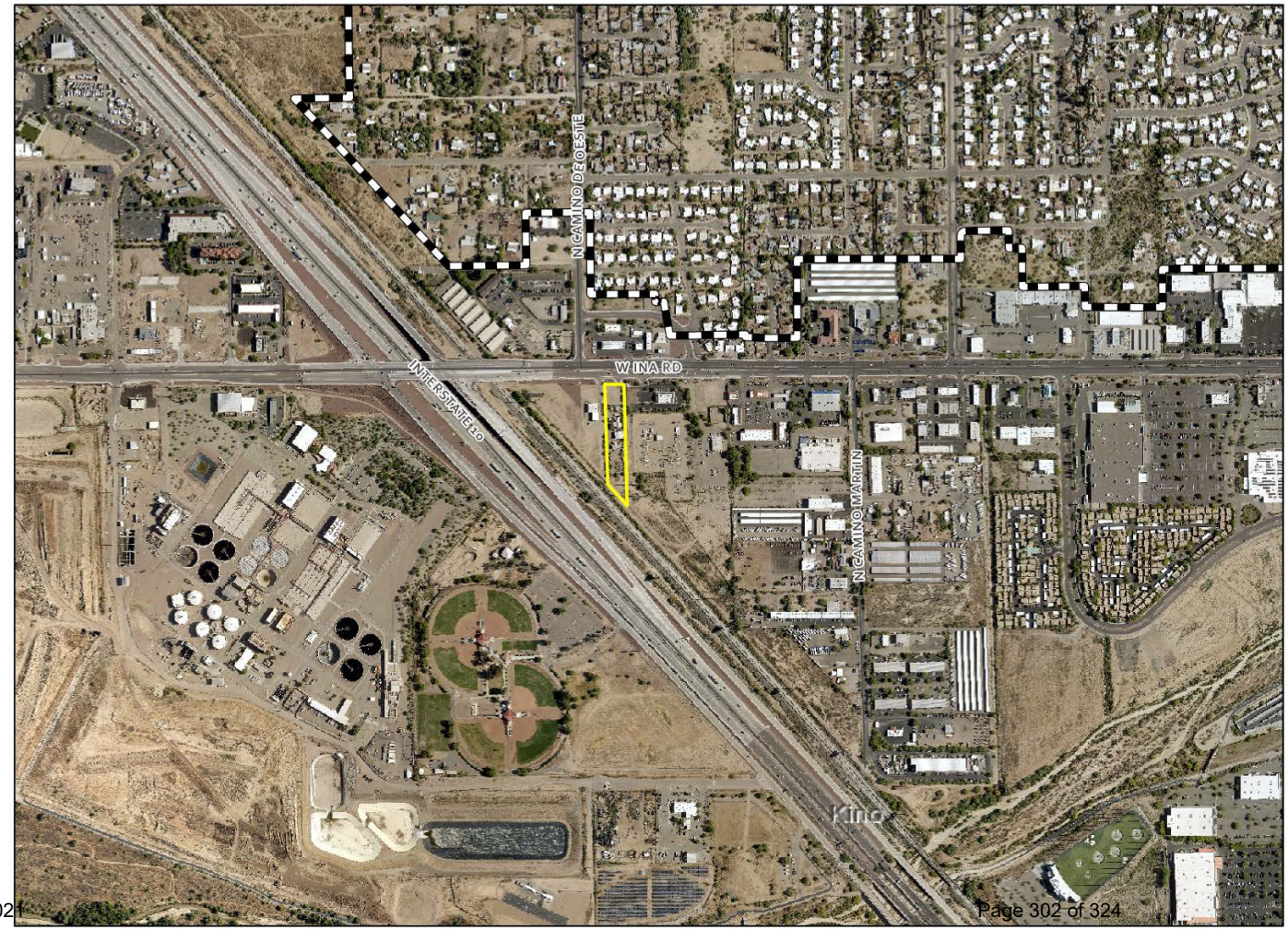
  R-36 Residential

- **2040 General Plan Future Land Use**

  Commercial

- **FEMA Floodplain**

  Zone X



Existing Zoning

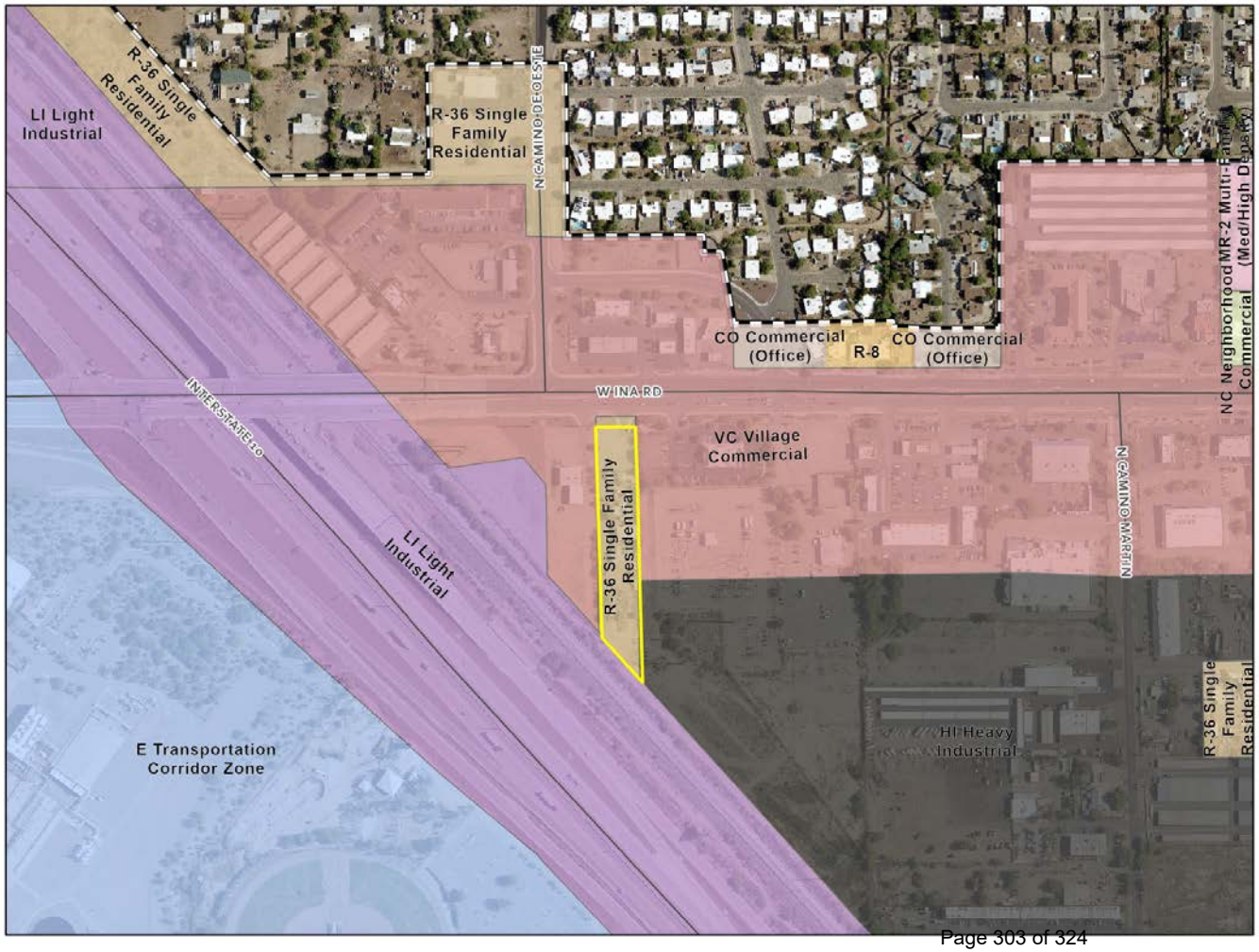
Town Annexation

- Part of 1993 Ina/Thornydale Annexation (Ordinance #93.12)

Translational Zoning

- Pima County Zoning - Suburban Homestead to Marana Zoning - R-36 Residential

- Continued Commercial and Residential Use



MARANA, ARIZONA
YOUR TOWN

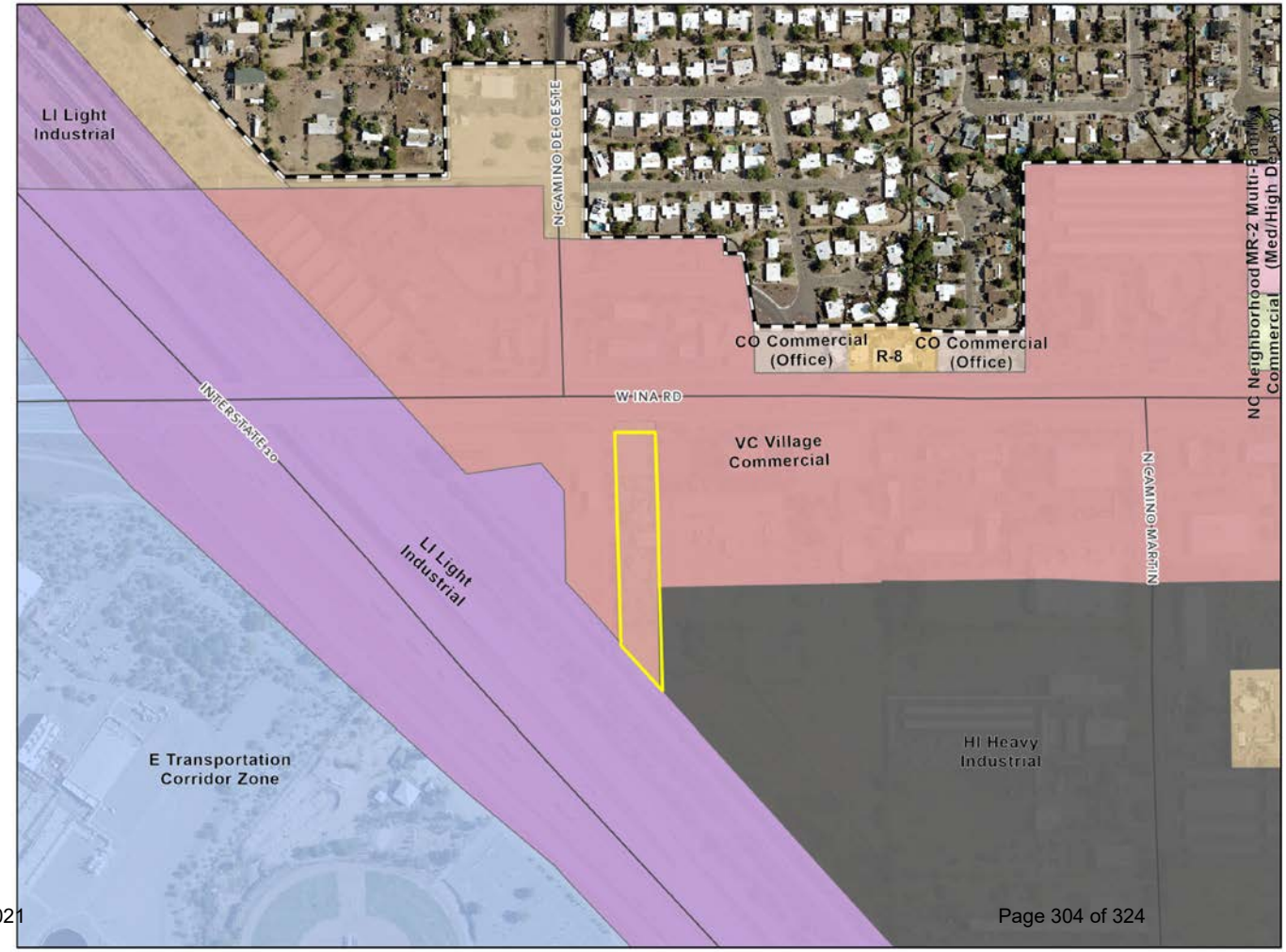
Proposed Zoning

Rezoning Request

- Village Commercial (VC)
- Consistent with General Plan Future Land Use - Commercial

Allowed Use Examples

- Retail
- Restaurant
- Banks
- Services



Recommendation

Recommendation

Staff recommends the adoption of Ordinance No. 2020.002, subject to the recommended conditions.

Council-Regular Meeting **A3**

Meeting Date: 02/16/2021

To: Mayor and Council

From: David Udall, Associate Town Attorney

Date: February 16, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2021.003: Relating to Development; amending the Marana Town Code, Title 17 (Land Development Code), Chapter 17-3 (Administration and Enforcement); revising provisions related to the issuance of conditional use permits, including findings for approval; rewriting provisions regarding the issuance of temporary use permits; adding provisions related to the classification and enforcement of violations of Title 17; modifying various other provisions; and designating an effective date (David L. Udall)

Resolution No. 2021-024: Relating to Development; declaring as a public record filed with the Town Clerk amendments to the Marana Town Code, Title 17 (Land Development Code), Chapter 17-3 (Administration and Enforcement); revising provisions related to the issuance of conditional use permits, including findings for approval; rewriting provisions regarding the issuance of temporary use permits; adding provisions related to the classification and enforcement of violations of Title 17; modifying various other provisions; and designating an effective date (David L. Udall)

Discussion:

Town staff has been working for some time on migrating the Land Development Code into Title 17 of the Marana Town Code, as well as revising Title 17 as needed. As part of these efforts, staff has modified chapter 17-3 (administration and enforcement). In addition to minor corrections and stylistic changes throughout the chapter, the proposed amendment revises section 17-3-2 (conditional use permits), section 17-3-3 (temporary use permits) and section 17-3-6 (responsibility for enforcement) and adds a new section related to enforcement.

Town staff felt it would be prudent to bring the proposed amendments revising chapter 17-3 before the Town Council at this time, separate from the remaining Title 17 revisions, for several reasons. First, the conditional use permit (CUP) revisions in section 17-3-2 account for recent case law, where the Ninth Circuit Court of Appeals found language similar to some of the Town's current CUP language regarding the findings for approval of a CUP to be unconstitutional. Second, the Town's current temporary use permit (TUP) provisions currently do not provide much guidance to Town staff or the community. The proposed TUP revisions rewrite section 17-3-3 to specify different types of temporary uses with appropriate zones for each use, outline application procedures, and provide detailed approval criteria and appellate procedures. Finally, the proposed amendment revising chapter 17-3 adds an enforcement classification designating violations of Title 17 as civil, rather than criminal, and allows the planning director to delegate enforcement.

These revisions were brought before the Planning Commission on January 27, 2021, and the Planning Commission unanimously voted to recommend that the Town Council approve the revisions.

Staff Recommendation:

Staff recommends approval of the revisions to Chapter 17-3, related to administration and enforcement of the Land Development Code (Title 17).

Suggested Motion:

I move to adopt Ordinance No. 2021.003 amending Marana Town Code Title 17 (Land Development Code), Chapter 17-3 (Administration and Enforcement) and Resolution No. 2021-024 declaring the amendments a public record.

Attachments

Ordinance No. 2021.003

Resolution No. 2021-024

Exhibit A to Resolution-Amendments to Chapter 17-3

Chapter 17-3 Revisions Presentation

MARANA ORDINANCE NO. 2021.003

RELATING TO DEVELOPMENT; AMENDING THE MARANA TOWN CODE, TITLE 17 (LAND DEVELOPMENT CODE), CHAPTER 17-3 (ADMINISTRATION AND ENFORCEMENT), REVISING PROVISIONS RELATED TO THE ISSUANCE OF CONDITIONAL USE PERMITS, INCLUDING FINDINGS FOR APPROVAL; REWRITING PROVISIONS REGARDING THE ISSUANCE OF TEMPORARY USE PERMITS; ADDING PROVISIONS RELATED TO THE CLASSIFICATION AND ENFORCEMENT OF VIOLATIONS OF TITLE 17; MODIFYING VARIOUS OTHER PROVISIONS; AND DESIGNATING AN EFFECTIVE DATE

WHEREAS the Mayor and Council of the Town of Marana find that the revisions adopted by this ordinance are in the best interest of the Town of Marana and the general public.

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

SECTION 1. The amendments to the Marana Town Code, Title 17 (Land Development Code), Chapter 17-3 (Administration and Enforcement), 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 was made a public record by and attached as Exhibit A to Marana Resolution No. 2021-024, are hereby referred to, adopted, and made part of this ordinance as if fully set forth here.

SECTION 2. The following penalty clauses are included in the amendments to Marana Town Code Title 17 (Land Development Code), Chapter 17-3 (Administration and Enforcement):

17-3-5 Classification; enforcement; continuing violations

A. Except as otherwise provided in this title, any violation of this title is a civil infraction, and may be enforced in any manner provided by town ordinances and state laws.

B. Each day any violation continues shall constitute a separate offense.

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 the thirty-first day after its adoption.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of February, 2021.

_____
Mayor Ed Honea

ATTEST:

_____
Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

MARANA RESOLUTION NO. 2021-024

RELATING TO DEVELOPMENT; DECLARING AS A PUBLIC RECORD FILED WITH THE TOWN CLERK AMENDMENTS TO THE MARANA TOWN CODE, TITLE 17 (LAND DEVELOPMENT CODE), CHAPTER 17-3 (ADMINISTRATION AND ENFORCEMENT); REVISING PROVISIONS RELATED TO THE ISSUANCE OF CONDITIONAL USE PERMITS, INCLUDING FINDINGS FOR APPROVAL; REWRITING PROVISIONS REGARDING THE ISSUANCE OF TEMPORARY USE PERMITS; ADDING PROVISIONS RELATED TO THE CLASSIFICATION AND ENFORCEMENT OF VIOLATIONS OF TITLE 17; MODIFYING VARIOUS OTHER PROVISIONS; AND DESIGNATING AN EFFECTIVE DATE

BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the amendments to Marana Town Code Title 17 (Land Development Code), Chapter 17-3 (Administration and Enforcement), 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 16th day of February, 2021.

Mayor Ed Honea

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

SECTION 1. Section 17-3-1 of the Marana Town Code is hereby revised as follows (with additions shown with double underlining and deletions shown with ~~strikeouts~~):

17-3-1 Amendment procedure

A. This development code, including the zoning map, may be amended. Any person seeking an amendment to this development code shall first submit to the planning director an application designating the change desired and the reasons ~~therefor~~for the change, and shall pay a filing fee as established by the council. The filing fee shall not be returned to the petitioner requesting the amendment. Any member of the planning commission or the council, acting in an official capacity, or the planning director, the town building official, the town attorney, or the town engineer may also initiate an amendment to this development code without the payment of said filing fee.

B. Application requirements shall be established by the planning director. However, at a minimum, applications for an amendment to the zoning map, or change in zoning classification, shall include the following:

1. A preliminary site plan of the property showing the use(s) proposed for the site, showing setbacks, heights, floor area ratio's, parking areas, landscaping, and other information to assist the planning commission and the council to evaluate the request. This plan shall become part of the record of the case, and final plan review shall substantially comply with the preliminary site plan.

[Subparagraphs 2 through 5 remain unchanged]

SECTION 2. Section 17-3-2 of the Marana Town Code is hereby revised as follows (with additions shown with double underlining, deletions shown with ~~strikeouts~~):

17-3-2 Conditional use permits

A. Purpose. The town recognizes certain uses which may be appropriate in a specific zoning district, but which may have characteristics that, depending upon the location, design, and standards of operation, may have a greater impact than permitted uses on ~~adjoining~~nearby properties, businesses, or residences. Such uses require more comprehensive review, including the ability of the town to establish specific conditions for the project to mitigate any potential impacts. The planning commission can evaluate only conditional uses listed, and is empowered to grant, grant with conditions, or deny any application for a use permit. The planning commission's review is subject to findings and the application meeting requirements of this section. The burden of proof shall be the responsibility of the applicant.

B. Application. Applications shall be filed with the planning director on an application form with the required documentation specified on guidelines provided by the planning director with appropriate fees. The application, at a minimum, shall include the following:

1. Name and address of the applicant. If the applicant is not the owner of the property, the name and address of the owner shall be supplied along with authorization that the applicant is the agent of the owner and may apply for the use permit. Proof of ownership must be submitted with the application.

2. A statement describing the proposed use, and any pertinent data required to evaluate the use, including but not limited to: hours of operation, numbers of employees and shifts, processes and materials involved in the use, and types and volume of traffic generated by the use.

~~3. A list of all owners of property within 300 feet of the exterior boundaries of the property subject to the application. The list shall be accompanied by a map showing the location of these properties.~~

~~4.~~3. A site plan including dimensions showing the type and location of buildings, structures, floor plans, parking, landscaping, circulation and other relevant site information.

4. Any additional information required by the planning director.

C. Public hearing. The planning commission shall hold a public hearing on the application. Prior to the public hearing, notice shall be sent to all owners of property located within 300 feet of the property subject to the request and shall be given in the manner provided in A.R.S. § 9-462.04 (A).

D. Findings. A conditional use permit may be granted only after a determination by the planning commission that the proposed use:

~~1. is appropriate to the specific location;~~

~~2. is not detrimental to the health, safety, and general welfare of the town;~~

~~3.~~1. ~~will~~Will not adversely affect the orderly development ~~of~~and improvement of surrounding property for uses permitted within the ~~town~~zoning district;

2. ~~will not adversely affect the preservation of~~Will not be injurious to the use and enjoyment of the property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair the property values ~~and~~within the ~~protection of~~neighborhood;

~~4.~~3. Will not adversely affect the tax base and other substantial revenue sources within the town;

~~5.~~ 4. ~~is consistent with~~ Conforms to the ~~objectives, policies, general land uses and programs specified in the general plan and applicable specific plan, if any;~~

~~6. will not create a nuisance or enforcement problem~~character of the neighborhood, within the ~~neighborhood;~~

~~7. will not encourage marginal development within~~same zoning district, in which it is located, giving consideration to the ~~neighborhood;~~

~~8. will not create a demand for public services within the town beyond that of the ability~~location, type, and height of the ~~town to meet in~~buildings or structures and the ~~light of taxation~~type and ~~spending restraints imposed by law;~~

~~9. is consistent with the town's approved funding priorities;~~extent of landscaping and~~,~~ screening on the site;

~~10. that the~~

5. Is on a proposed site ~~is~~ adequate in size and shape to accommodate the intended use, and ~~that~~ all requirements for the zone district~~, included~~will be met, including but not limited to, the setbacks, walls, landscaping, and bufferyards ~~will be met~~;
6. Will have ingress and egress designed to minimize traffic hazards and to minimize traffic congestion on the public roads;
7. Is consistent with the general plan and other adopted town plans;
8. Shall not be noxious or offensive by reason of vibration, noise, odor, dust, smoke, or gas;
9. Will have adequate utilities, access roads, drainage, fire protection, and other necessary facilities; and
10. Benefits the public interest and welfare to an extent sufficient to outweigh the individual interests adversely affected by the establishment of the proposed use.

E. Action by the planning commission. The planning commission may grant, grant with conditions, or deny the application. If the application is denied, the planning commission shall make factual findings on the public record with the reasons for the denial. The planning commission may place any conditions which are deemed necessary to mitigate potential impacts and insure compatibility of the use with surrounding development and the town as a whole. These conditions may include, but are not limited to:

1. ~~r~~Requirements for setbacks, open spaces, buffers, fences or walls to mitigate conflicts from visual, noise, lighting and similar impacts associated with the use;
2. ~~d~~Dedication and/or paving of street or other public rights-of- ways, and control in location of access points and on-site circulation to mitigate traffic impacts from increased volumes or nature of traffic activity associated with the use;
3. ~~r~~Regulations pertaining to hours of operation, methods of operation, and phasing of the development of the site to mitigate impacts to surrounding properties and the neighborhood;
4. tTime limits on the duration of the permit to determine if the use, after a temporary period of operation, is materially detrimental or to evaluate whether changed conditions in the neighborhood effect the capability of

the use to continue to adequately mitigate impacts to the surrounding area or the town as a whole.

[Paragraph F remains unchanged]

G. Appeal procedure.

1. The action of the planning commission may be appealed to the council by the applicant, any member of the council, the town manager or any property owner within 300 feet of the property subject to the request. Such requests for appeal must be filed on an application form provided by the planning director, with the appropriate fee, within the 15 days following the date of the planning commission action.

2. Consideration of the appeal shall be made at a public hearing. ~~only after~~

3. ~~n~~Notice of the hearing shall be~~has been~~ placed in the newspaper of general circulation in the area designated by the council for legal public notice~~,~~ at least 15 days prior to the hearing.

~~3.~~ 4. The council shall act to affirm, or reverse, in whole or in part, or modify the planning commission's decision including adding to or deleting the conditions attached to the approval by the planning commission. Any action to grant a conditional use permit, either by affirmation, modification, or reversal of the planning commission's decision, must include the required findings for use permits as provided in this section.

[Paragraphs H through I remain unchanged]

J. Extension of initial period for use. Upon a showing of good cause, the planning director may~~, after notice to the planning commission,~~ extend the period for initially exercising the permit for a maximum of one additional year.

[Paragraph K remains unchanged]

L. Revocation. Failure to comply with the conditions, stipulations or terms of the approval of a conditional use permit is a violation of this code~~ and will be enforced as such~~. Repeated offenses shall be cause for revocation of the permit.

[Paragraphs M through N remain unchanged]

O. Status of the conditional use permit. A use permit granted pursuant to the provisions ~~if~~of this section shall run with the land and continue to be valid regardless of ownership of the property or structure so long as it operates within the conditions, stipulations, and terms of the permit.

P. Conditional uses upon annexation

1. Purpose. The uses and densities permitted under county zoning and in county zoning districts do not directly correlate to the uses and densities permitted in the most closely comparable town of Marana zoning classifications. Upon annexation, this paragraph P is intended to authorize the council to conditionally permit uses and densities permitted by the

county immediately before annexation upon translation of county zoning to the most closely comparable town of Marana zoning classification.

2. Applicability. The special procedures and authority set forth in this paragraph P apply only to the translation of county zoning to town of Marana zoning upon annexation of property.

3. Procedure. Except as specifically set forth below, paragraphs ~~A through G, I through K, and O~~ A (purpose) through G (appeal procedure) and I (exercise and use) through K (expiration upon discontinuance) of this section 17-3-2 shall not apply to conditional uses authorized upon annexation pursuant to this paragraph P. Conditional uses granted upon annexation shall be included in the ordinance adopted by council translating county zoning upon annexation.

4. Findings. In determining whether to grant conditional uses upon annexation pursuant to this paragraph P, the council shall consider the factors set forth in paragraph D (findings) of this section.

5. Conditions. Conditional uses permitted by the council upon annexation may include conditions the council deems necessary to mitigate potential impacts and insure compatibility of the use with surrounding development and the town as a whole, including without limitation those conditions set forth in paragraph E of this section.

6. Effect. Paragraphs ~~H (modification of conditional use permits), L (revocation), M (grounds for revocation),~~ H (modification of conditional use permits), L (revocation), M (grounds for revocation), and ~~N (status of conditional use permit)~~ O (status of the conditional use permit) shall apply to conditional uses permitted by the council upon annexation pursuant to this paragraph P.

SECTION 3. Section 17-3-3 of the Marana Town Code is hereby revised as follows (with additions shown with double underlining and deletions shown with ~~strikeouts~~):

17-3-3 Temporary use permit

~~A. Temporary uses or structures not otherwise permitted by code provisions may be permitted provided:~~

~~1. That the need for the temporary use or structure has arisen from circumstances constituting a substantial hardship, including but not limited to a natural disaster, fire or governmental action, or construction or development of a permanent structure.~~

~~2. That the setback structure will not violate any applicable yard setbacks.~~

~~3. That any temporary use permitted must be capable of being removed within 15 days' notice if the temporary permit is revoked.~~

~~4. That the temporary use shall not be granted for more than nine months except that up to an additional one-year period may be granted for good cause shown.~~

~~5. That a mutual consent agreement between the town and the applicant be signed and guaranteed by cash or a bond acceptable to the town attorney in an amount set by the council to guarantee termination of the temporary use and performance of the provisions of the mutual consent agreement.~~

~~B. The council may approve an application with such conditions, modifications and restrictions as the council finds necessary to make the temporary use more compatible with the surrounding neighbors and to carry out the plans and policies of the town.~~

A. Purpose. The temporary use permit is for the following uses and is allowed only in the zoning districts indicated:

1. A real estate sales office in any zoning district, except where it is a permitted use as set forth in section 17-4-19 table 1.
2. A single-family dwelling in a temporary structure in any zoning district.
3. A donation bin located in a neighborhood commercial, village commercial, light industrial, or heavy industry zoning district.
4. Temporary retail located in an agricultural, multi-family residential, resort and recreation, neighborhood commercial, village commercial, light industrial, or heavy industry zoning district.

B. Application procedures.

1. A temporary use permit application shall include a description of the use and a site plan.
2. The planning director shall determine whether the application is complete.
3. If the application is incomplete, the application shall be returned to the applicant with an explanation of the reasons it is incomplete.
4. If the application is complete, the planning director shall approve, approve with conditions, or deny the temporary use permit.

C. Approval criteria.

1. Findings. The planning director shall not approve or modify an application for a temporary use permit unless the use meets the findings set forth in paragraph 17-3-2 D above.
2. Owner permission. The applicant must provide written authorization from the owner of the land where the use is to be located.
   a. When the use is to be located on public right-of-way, the applicant must provide written authorization from the town.
   b. When the use is in a commercial center, the applicant must provide written authorization of one of the following:
      i. The anchor tenant of the commercial center.
      ii. The association of commercial owners.

iii. The management company responsible for managing the commercial center.

3. Traffic and adverse effects. The use shall be located and operated to minimize adverse effects on surrounding properties, particularly traffic generated by the use and traffic circulation in the area.

4. Parking and access.

a. Adequate off-street parking, in accordance with this code, shall be provided to serve the use.

b. The use shall not displace the required off-street parking spaces or loading areas of the principal permitted uses on the site.

c. The entrance and exit drives shall be designed to prevent traffic hazards and nuisances.

5. Property line setbacks. Structures and merchandise displays shall comply with the yard and property line setback requirements of the zoning district where the use is located.

6. Sight visibility triangle. Structures and merchandise displays shall not interfere with the sight visibility triangle of the intersection.

7. General site maintenance.

a. During the temporary use, the site shall be maintained in a clean and orderly condition, free of refuse and other debris.

b. After the temporary use, the site shall be cleaned and restored to a condition acceptable to the property owner.

D. Additional approval criteria for specific uses. The planning director shall not approve or modify an application for a temporary use permit for the following unless the use meets the following additional criteria:

1. Temporary retail.

a. Automobile, boat, or RV sales.

i. Shall not exceed 14 days.

ii. Shall be located on a paved, gravel, or other dust-stabilized surface.

b. Seasonal sale of products.

i. Shall not exceed four consecutive months per calendar year.

ii. The building or display booth must be portable and completely removed at the end of the permit period.

c. Temporary outdoor merchant(s). Does not include "mobile food vendors" as defined in section 9-13-2(C). Mobile food vendors are regulated by chapter 9-13.

i. Limited to the sale of food, beverages, or merchandise from a

stand, motor vehicle, or person.

ii. Shall not exceed four consecutive months.

2. Real estate development and construction-related temporary uses.

a. General criteria.

i. Zoning clearance and building permit authorization for construction shall be obtained prior to issuance of the temporary use permit, unless otherwise specified below.

ii. The temporary building, travel trailer, or manufactured home shall be located on the lot or parcel on which construction is occurring and shall be occupied and used only by the property owner or authorized representative.

iii. Shall be removed from the property within 14 days after completion of the construction work, or within 14 days after the expiration of the authorized building permit for the construction work, whichever comes first.

iv. If an accessory building has been used for temporary residential use during construction, the building shall be returned to its accessory use state and any kitchen facilities placed in the building shall be removed within ten days after the expiration of the authorized building permit for the construction work, whichever comes first.

b. Real estate sales office. One temporary structure such as a trailer or manufactured home may be used as a real estate sales office in any new construction project for the sale of units within that project only, subject to the following:

i. The permit shall be valid until all units for the project are sold.

ii. An all-weather emergency access road approved by the fire department and the town engineer shall be provided to the site.

iii. An off-street parking area shall be provided.

c. Single family dwelling in temporary structure. During the active construction period (after a building or grading permit has been issued) of a construction project involving a non-residential use or a residential development, one manufactured home, trailer, or recreational vehicle may be allowed on the same property to be used as a temporary residence or for a night watchman for a period not to exceed 12 months or the active construction period, whichever is less. The temporary home shall be removed from the site within 14 days of the approved final building permit inspection or the final certificate of occupancy.

3. Donation bins.

a. Permitted only as an accessory use, on the same lot or in the same commercial center as an existing permitted use.

b. The permit shall be valid for a period of one year.

c. Must be constructed of painted metal, rubber, wood, or plastic.

d. Shall be maintained in a safe condition and free of graffiti.

e. The area immediately surrounding the donation bin must be maintained so as to be free of trash or debris. Items may not be placed or left outside of the donation bin.

f. Each donation bin shall be no more than six cubic yards in capacity and must have a locking lid or a latch.

g. No more than two donation bins shall be permitted on any one property, except that only two donation bins shall be permitted in a commercial center, even if it consists of multiple properties.

h. One 12-cubic-yard donation bin may be used in lieu of two six-cubic-yard donation bins.

i. The planning director may approve more than two donation bins on properties that are greater than ten acres in size if the additional donation bins are located on a different street frontage and spaced a minimum of 500 feet from any other donation bin.

j. Each donation bin shall be clearly marked as follows:

i. To identify the specific items and materials requested to be left for donations;

ii. To identify the name, telephone number and email address of the owner or operator of the donation bin that may be used for contact at any time;

iii. The temporary use permit number associated with the donation bin shall be clearly located on the donation bin.

iv. A notice shall also be on the donation bin that items shall not be left outside of the donation bin and that no hazardous materials may be placed inside the donation bin.

v. To identify the name of the non-profit entity that shares the donated item profits.

k. The property owner or authorized agent may rescind authorization for the donation bin at any time and the permit shall be revoked.

E. Appeal. Upon receiving notification of the approval or denial of a temporary use permit, the applicant or any party aggrieved by the decision may file an appeal to the board of adjustment.

SECTION 4. New section 17-3-5 entitled "Classification; enforcement; continuing violations" is hereby added to the Marana Town Code as follows, and the sections that follow are renumbered to conform:

17-3-5 Classification; enforcement; continuing violations

A. Except as otherwise provided in this title, any violation of this title is a civil infraction, and may be enforced in any manner provided by town ordinances and state laws.

B. Each day any violation continues shall constitute a separate offense.

SECTION 5. Existing section 17-3-5 (renumbered as section 17-3-6 by section 4 of this ordinance) of the Marana Town Code, is hereby revised as follows (with additions shown with double underlining and deletions shown with ~~strikeouts~~):

~~17-3-5~~17-3-6 Responsibility for violation

It shall be the responsibility of the owner of the land and any and all builders, contractors, sub-contractors, real estate agents, and any other person having appropriate decision-making authority in the establishment of any use of land or the erection, modification, or relocation of any building or structure or other use of the land to make sure that a proper permit has been obtained before work is begun. Any person doing any work on a project for which a proper permit has not been obtained shall be deemed in violation of this ~~ordinance~~title.

SECTION 6. Existing section 17-3-6 (renumbered as section 17-3-7 by section 4 of this ordinance) of the Marana Town Code, is hereby revised as follows (with additions shown with double underlining and deletions shown with ~~strikeouts~~):

~~17-3-6~~17-3-7 Responsibility for enforcement

A. The planning director or designee shall be responsible for the enforcement of zoning ordinances codified in this land development code, with the assistance of the town attorney or designee.

B. The town engineer or designee shall be responsible for the enforcement of subdivision and floodplain regulations codified in this land development code, with the assistance of the town attorney or designee.

C. The planning director, town engineer, town attorney and respective designees may designate and authorize code compliance officers to assist in enforcement of this title, consistent with the provisions of chapter 1-9.

MARANA AZ

Proposed Revisions to Chapter 17-3 of the Marana Town Code

David Udall, Assistant Town Attorney
February 16, 2021

Town Code Chapter 17-3
Administration and Enforcement

- **Conditional Use Permit (CUP) revisions account for recent case law**
  - **9th Circuit case found language similar to some of our current CUP language unconstitutional**
- **Temporary Use Permit (TUP) revisions provide more guidance**
  - **Current TUP provisions do not provide much guidance for staff or for the community**
  - **Revisions specify different types of temporary uses with appropriate zones for each use, outline application procedures, and provide detailed approval criteria and appellate procedures**

Town Code Chapter 17-3 Administration and Enforcement

- **Enforcement adjustments**
  - **Unless otherwise designated, violations of title 17 would now be civil rather than criminal**
  - **Revisions allow the planning director to delegate enforcement**

Questions?