MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 15, 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 June 15, 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 recognizing Audra Winters (Cherry L. Lawson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

P1 Relating to Budget; presentation of third quarter results (July-March) for the Town's General Fund and other selected major funds for the 2020-2021 fiscal year (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. 2021-079: Relating to Economic Development; approving and authorizing the Mayor to execute a funding agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for fiscal year 2021-2022 to support operation of the Marana Visitor Center and provision of services to the Marana community (Jane Fairall)

C2 Resolution No. 2021-080:Relating to Police Department; approving and authorizing the Mayor and the Police Chief to execute an Intergovernmental Agreement Regarding Joint Formation and Operation of Specialized Law Enforcement Teams Among Public Agencies Within Pima County (Libby Shelton)

C3 Resolution No. 2021-081: Relating to Administration; approving the Travel and Training for Elected and Appointed Officials Administrative Directive for application to the Town's elected and appointed officials.

C4 Resolution No. 2021-082: Relating to Development; approving a final block plat for Marana Tech Center Blocks A & B located at the southwest corner of Tangerine Road and Breakers Road (Brian D. Varney)

C5 Resolution No. 2021-083: Relating to Water; approving and authorizing the Mayor to sign "NIA Subcontract No. 21-XX-30-W0697" among the United States, the Central Arizona Water Conservation District, and the Town of Marana; and authorizing town staff to undertake all other necessary or prudent steps to finalize the reallocation of 515 acre-feet of Central Arizona Project NIA Priority Water (Jing Luo)

C6 Resolution No. 2021-084: Relating to Real Estate; approving and authorizing the Mayor to execute the Second Amendment to Lease Agreement with Marana Chamber of Commerce, Inc. regarding the lease of Town-owned property located at 13251 N. Lon Adams Road (Jane Fairall)

C7 Resolution No. 2021-085: Relating to Development; approving a final plat for Gladden Farms Block 35, Lots 1-3, located south of West Hancock Drive, east of North Amberwood Place, and West of Midfield Road (Anita McNamara)

C8 Resolution No. 2021-086: Relating to Development; approving the Final Plat for Saguaro Reserve I at Dove Mountain, Lots 1-38, 41-173, Block "1" (Future Residential) and Common Areas "A" (Private Streets) and "B" (Open Space / Drainage) located north of and at the west end of Dove Mountain Boulevard within Sections 16 and 21, Township 11 South and Range 12 East (Brian D. Varney)

C9 Resolution No. 2021-087: Relating to Development; approving a final plat for Alexander Apartments Blocks 1 and 2 located at the southwest corner of Aerie Drive and Thornydale Road (Cynthia Ross)

C10 Resolution No. 2021-088: Relating to Development; approving a final plat for Quiktrip 1469 Parcel 1, Lots 1-2; located at the northeast corner of West Ina Road and North Starcommerce Way. (Anita McNamara)

C11 Resolution No. 2021-089: Relating to Development; approving a final plat for Sierra Pointe Lots 1-27 and Common Areas "A" and "B" located on the west side of Coachline Boulevard approximately 0.2 miles north of Silverbell Road (Cynthia Ross)

C12 Resolution No. 2021-090: Relating to Development; approving a Release of Assurances for Desert Oasis at Twin Peaks subdivision and accepting public improvements for maintenance (Gus Myers)

C13 Resolution No. 2021-091: Relating to Addressing; renaming five streets located in Rancho Marana 154, Block 4, located generally at the northwest corner of Tangerine Farms Road and Clark Farms Boulevard (Jacob Payne)

C14 Resolution No. 2021-092: Relating to Municipal Court; approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and Pima County for provision of video-court hearings of municipal prisoners for 2021-2022 (Laine McDonald)

C15 Resolution No. 2021-093: Relating to the Police Department; exempting undercover vehicles used by the Marana Police Department in felony investigations or activities of a confidential nature from Arizona state laws related to the designation of political subdivision motor vehicles; authorizing the Chief of Police to renew existing vehicle registrations for these undercover police vehicles and to obtain vehicle registrations for new undercover vehicles to be used in felony investigations or activities of a confidential nature (Libby Shelton)

C16 Resolution No. 2021-094: Relating to Municipal Court; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for payment for the incarceration of municipal prisoners for the period of July 1, 2021 through June 30, 2022 (Jane Fairall)

C17 Resolution No. 2021-095: Relating to Intergovernmental Relations; approving and authorizing the Town Manager to execute a Lobbying Services Agreement with Triadvocates, LLC for Fiscal Year 2022 (Heath Vescovi-Chiordi)

C18 Approval of the Regular Council Meeting Summary Minutes of June 1, 2021, and the Council Study Session Meeting Summary Minutes of June 8, 2021 (Cherry L. Lawson)

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #12 Restaurant liquor license submitted by Andrea Dahlman Lewkowitz on behalf of Cracker Barrel, located at 8400 North Cracker Barrel Road, Tucson, Arizona 85743 (Cherry L. Lawson)

BOARDS, COMMISSIONS AND COMMITTEES

B1 Resolution No. 2021-096: Relating to Boards, Commissions, and Committees; making appointments to the Town of Marana Planning Commission (David L. Udall)

B2 Resolution No. 2021-097: Relating to Boards, Commissions, and Committees; approving the appointment of George Kennedy to the Marana Public Safety Personnel Retirement System (PSPRS) local board (David L. Udall)

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2021.010: Relating to Development; adopting comprehensive revisions to and reformatting and consolidating Marana Land Development Code Section 05.01 (Establishment of Zones), Section 05.02 (Regulations Within Zones A-E), Section 05.03 (Significant Land Use Change (Applies only to Zones A-E)), Section 05.05.08 (Manufactured Homes in Zone A, B, & C), Section 05.06 (Zone F – Specific Plans), Section 05.10 (New Zones Established), Section 08.06 (Residential Design), Section 08.07 (Commercial Design Standards), Title 17 (Environmental Resource Preservation, Native Plant Protection and Landscape Requirements), Title 19 (Standards for Grading and Related Site Work), and Title 20 (Protection of Cultural Resources) into Title 17 (Land Development) of the Marana Town Code; reformatting Title 24 (Overlay District Regulations) of the Marana Land Development Code into Title 17 (Land Development) of the Marana Town Code; adopting comprehensive revisions to Marana Town Code Chapters 17-1 (Title, Intent, Purpose and Definitions), 17-5 (Subdivisions) and 17-6 (General Development Regulations); and adopting other various revisions to Chapters 17-3 (Administration and Enforcement), 17-9 (Parking), 17-15 (Floodplain and Erosion Hazard Management Code), and 17-16 (Stormwater Management) of the Marana Town Code; and designating an effective date (Steven Cheslak)

Resolution No. 2021-098: Relating to Development; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2021.010 comprehensive revisions to and reformatting and consolidation of Marana Land Development Code Section 05.01 (Establishment of Zones), Section 05.02 (Regulations Within Zones A-E), Section 05.03 (Significant Land Use Change (Applies only to Zones A-E)), Section 05.05.08 (Manufactured Homes in Zone A, B, & C), Section 05.06 (Zone F – Specific Plans), Section 05.10 (New Zones Established), Section 08.06 (Residential Design), Section 08.07 (Commercial Design Standards), Title 17 (Environmental Resource Preservation, Native Plant Protection and Landscape Requirements), Title 19 (Standards for Grading and Related Site Work), and Title 20 (Protection of Cultural Resources) into Title 17 (Land Development) of the Marana Town Code; reformatting Title 24 (Overlay District Regulations) of the Marana Land Development Code into Title 17 (Land Development) of the Marana Town Code; adopting comprehensive revisions to Marana Town Code Chapters 17-1 (Title, Intent, Purpose and Definitions), 17-5 (Subdivisions) and 17-6 (General

Development Regulations); and adopting other various revisions to Chapters 17-3 (Administration and Enforcement), 17-9 (Parking), 17-15 (Floodplain and Erosion Hazard Management Code), and 17-16 (Stormwater Management) of the Marana Town Code (Steven Cheslak)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Relating to the Marana Town Code; update, discussion, and direction regarding implementation of the Town's first Neighborhood Preservation Code (Lisa Shafer)

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)

D3 PUBLIC HEARING: Relating to Budget; public hearing regarding the Town of Marana's fiscal year 2021-2022 final budget (Yiannis Kalaitzidis)

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.

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: 06/15/2021

From: Cherry L. Lawson, Town Clerk

Date: June 15, 2021

Subject: Proclamation recognizing Audra Winters (Cherry L. Lawson)

Attachments

Proclamation

MARANA AZ
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PROCLAMATION
Recognizing Audra Winters

WHEREAS, Audra Winters was selected to lead the Marana Chamber of Commerce (MCOC) in 2019 after having served as the President/CEO for Farmington, New Mexico Chamber of Commerce for five years; and

WHEREAS, Audra her husband of 17 years, James Winters, and their Great Dane/St. Bernard, Ally, set their sights on Marana, Arizona, relocating shortly thereafter; and

WHEREAS, under Audra's leadership, the MCOC membership experienced an increase to over 600 members; and was instrumental in leading the efforts in selling the MCOC former site and relocating to its current location at the Marana Municipal Complex. Audra was successful in her application to the State of Arizona to establish the MCOC in becoming a Visitor's Center; the MCOC-VC was awarded a grant from the State of Arizona to assist small business; and

WHEREAS, Audra lead the MCOC-VC through the pandemic without closing the Chamber to all business; she later created a COVID grant that was accessible to its membership; and

WHEREAS, Audra and her family *(James and Ally)* will be moving back to the New Mexico area on June 30, where she has accepted a position as the **Executive Director of San Juan Medical Foundation** as well as to reconnect with family and friends; and

WHEREAS, the Mayor, Council Members and the Marana Business Community do sincerely extend their appreciation to Audra Winters for her leadership in the Marana Chambers of Commerce and Visitor's Center.

NOW, THEREFORE, the Mayor and Council of the Town of Marana do hereby recognize **Audra Winters** for her efforts in leading the Marana Chambers of Commerce and Visitor's Center and thank her for her dedicated service to the Marana community.

Dated this 15th day of June 2021.

ATTEST:

Cherry L. Lawson, Town Clerk

MARANA AZ

Ed Honea, Mayor

Council-Regular Meeting **P1**

Meeting Date: 06/15/2021

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: June 15, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Budget; presentation of third quarter results (July-March) 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 third quarter financial results (July-March) 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 above expectations for most funds through the third quarter. General Fund revenue is significantly above budgeted expectations in virtually all categories due to the impact of a stronger than anticipated economy fueled by a combination of ongoing federal relief funds and low interest rates which have boosted retail sales and home sales. Revenues for the Bed Tax Fund, which accounts for the portion of bed tax revenues restricted for tourism related costs, are below expectations due to the impact of the pandemic on the travel and hospitality industries, but we anticipate a return to a more positive trend starting with next fiscal quarter. Airport revenues are above expectations when excluding scheduled transfers set to take place later in the fiscal year. Likewise, revenues for the utility funds (Water and Water Reclamation) are above expectations primarily due to stronger than anticipated account growth. Additional detail on these variances and other listed funds is included within the visualization slides attached to this item.

Expenditures

Expenditures in all funds are at or below expectations through the third quarter. This is primarily due to the timing of large one-time projects and programs which are expected to occur later in the fiscal year, or in some cases be carried forward into next fiscal year, or due to vacancy savings or other savings achieved through operational efficiencies or due to reduced offerings of programs or activities impacted by the pandemic. Expenditures for the Bed Tax Fund are as expected through the third quarter of the fiscal year.

The quarterly update will be available on the Town's website following tonights' 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 third quarter financial results only.

Suggested Motion:

Presentation of third quarter financial results only.

Attachments

FY 2021 3rd Quarter Financial Update

Financial Brief: Third Quarter

Fiscal Year

2020 – 2021

Prepared by: Finance Department

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FISCAL YEAR 2020 - 2021 THIRD 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 third quarter of fiscal year 2021 (July 2020 - March 2021). 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	45,491,714	91%	48,168,333	29,966,423	62%	15,455,817
HURF	3,281,296	3,179,967	97%	4,166,655	1,657,848	40%	1,522,119
TRANSPORTATION FUND	5,800,000	5,764,156	99%	21,647,629	6,438,808	30%	-674,652
BED TAX FUND	1,104,840	761,272	69%	1,092,603	821,569	75%	-60,297
WATER FUND	7,065,276	5,369,619	76%	7,658,018	5,107,933	67%	261,686
WATER RECLAMATION FU...	2,681,248	2,059,658	77%	2,497,887	1,386,479	56%	673,179
AIRPORT FUND	585,178	322,401	55%	585,178	306,360	52%	-57,097

Click HERE for a User Guide and FAQ about this report

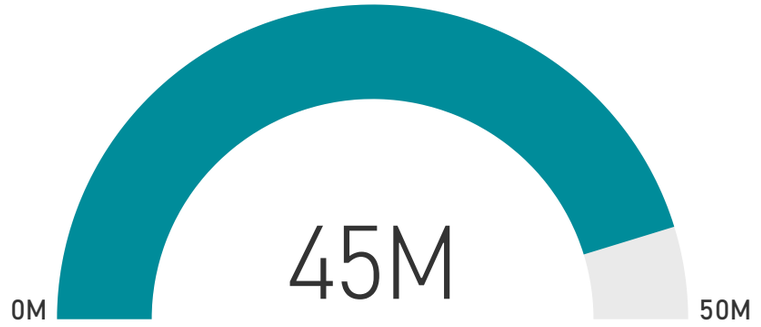
MARANA AZ

FY 2020-2021 THIRD QUARTER: GENERAL FUND REVENUES

Select Revenue or Expense

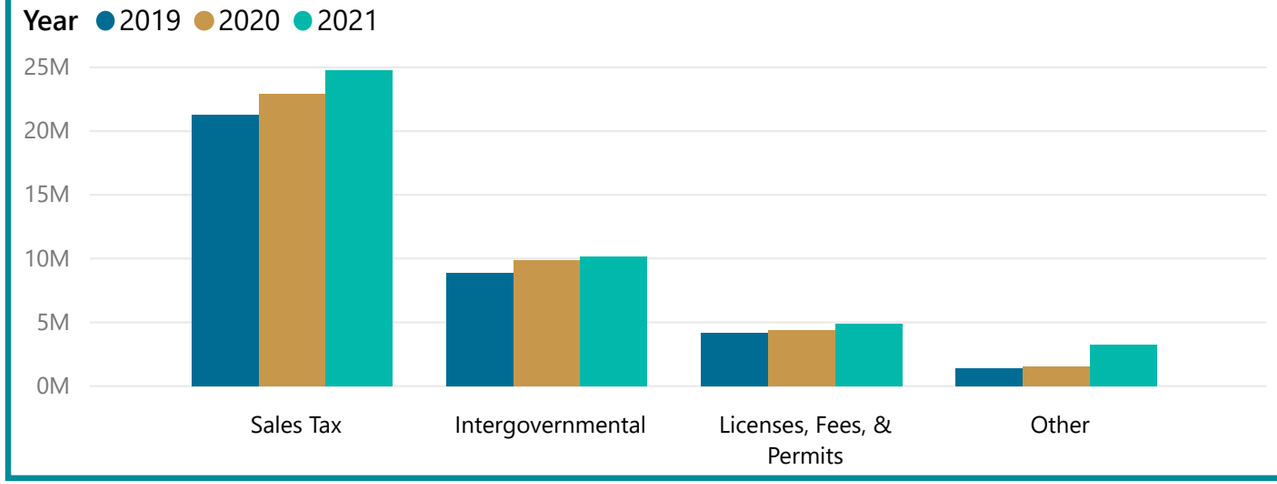
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2021 Budget	Actual	% Budget
Sales Tax	24,389,464	24,769,302	102%
Intergovernmental	13,435,743	11,323,464	84%
Licenses, Fees, & Permits	4,427,112	5,026,196	114%
Charges for Services	563,000	473,681	84%
Other	7,450,037	3,899,071	52%
Total	**50,265,356**	**45,491,714**	**91%**



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. Third 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.



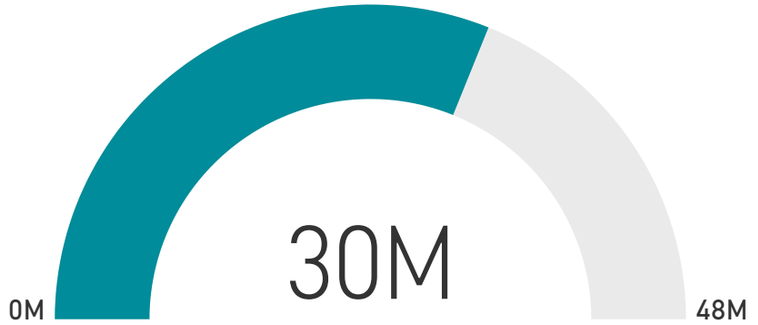
Category	2019	2020	2021
Sales Tax	21,246,923	22,913,885	24,769,302
Intergovernmental	8,883,159	9,879,261	11,323,464
Licenses, Fees, & Permits	4,352,533	4,547,910	5,026,196
Charges for Services	434,220	395,002	473,681
Other	1,940,755	2,294,264	3,899,071
Total	**36,857,591**	**40,030,323**	**45,491,714**

FY 2020-2021 THIRD QUARTER: GENERAL FUND EXPENSES

Select Revenue or Expense

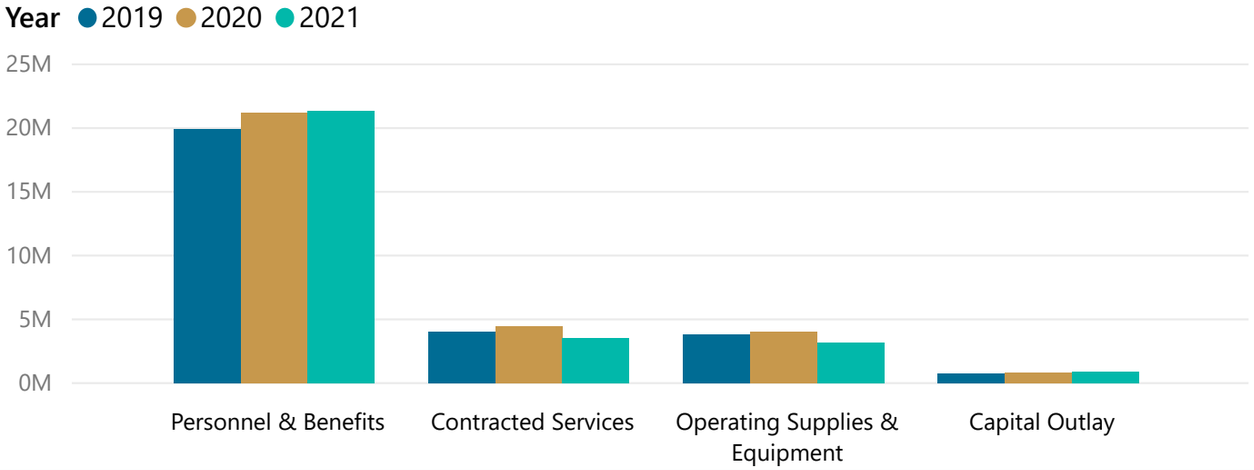
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- [ ] REVENUES

Category	FY 2021 Budget	Actual	% Budget
Personnel & Benefits	30,404,536	21,347,095	70%
Contracted Services	5,684,693	3,519,735	62%
Operating Supplies & Equipment	5,810,466	3,137,707	54%
Capital Outlay	1,572,723	880,717	56%
Other Financing Uses	4,693,915	1,081,168	23%
Total	**48,166,333**	**29,966,423**	**62%**



General Fund Relevant Information

General Fund expenses through the third 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 which was ongoing during the third quarter. Other Financing Uses is related to budgeted transfers, scheduled to take place later in the fiscal year.



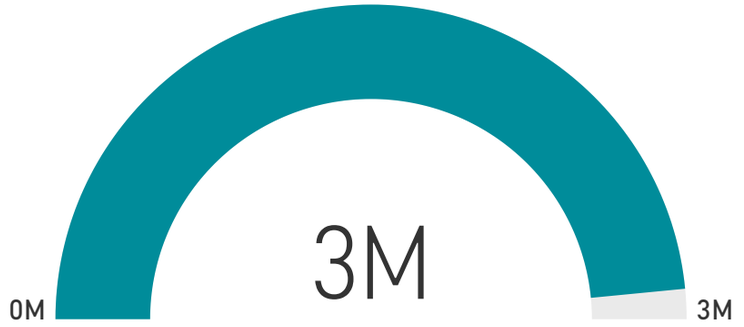
Category	2019	2020	2021
Personnel & Benefits	19,887,924	21,221,843	21,347,095
Contracted Services	4,014,655	4,473,823	3,519,735
Operating Supplies & Equipm...	3,815,137	4,059,248	3,137,707
Capital Outlay	723,578	803,539	880,717
Other Financing Uses	198,926	406,677	1,081,168
Total	**28,640,221**	**30,965,130**	**29,966,423**

FY 2020-2021 THIRD QUARTER: HURF REVENUES

Select Revenue or Expense

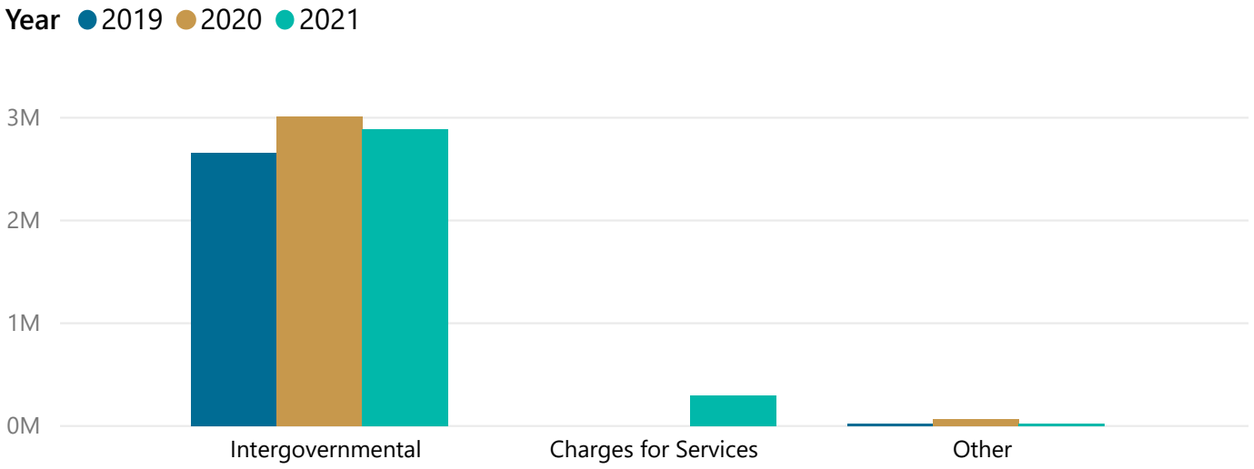
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2021 Budget	Actual	% Budget
Intergovernmental	3,276,296	2,887,376	88%
Charges for Services	0	292,021	0%
Other	5,000	570	11%
Total	**3,281,296**	**3,179,967**	**97%**



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. Third 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.



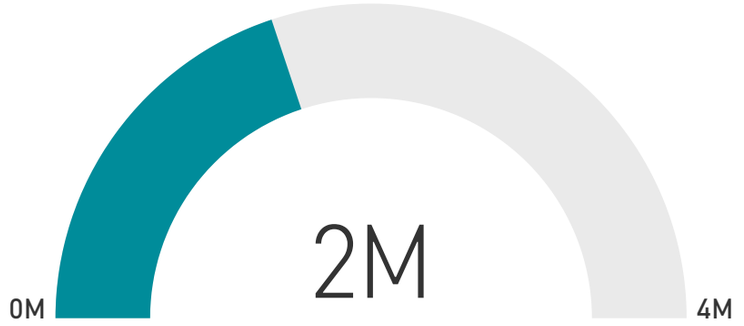
Category	2019	2020	2021
Intergovernmental	2,660,965	3,015,099	2,887,376
Charges for Services			292,021
Other	20,982	63,563	570
Total	**2,681,947**	**3,078,661**	**3,179,967**

FY 2020-2021 THIRD QUARTER: HURF EXPENSES

Select Revenue or Expense

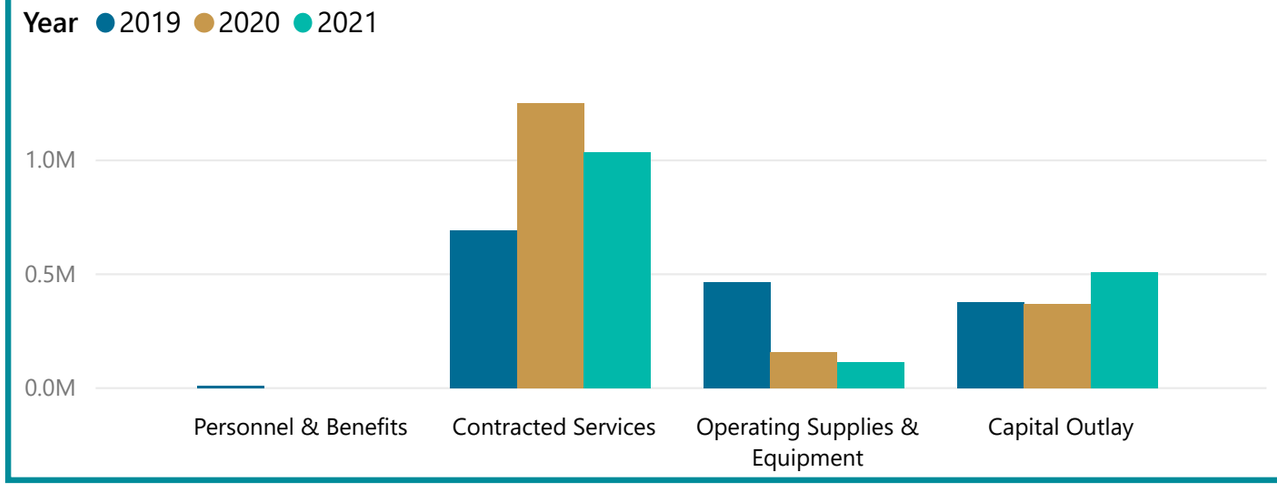
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- [ ] REVENUES

Category	FY 2021 Budget	Actual	% Budget
Contracted Services	2,999,230	1,034,705	34%
Operating Supplies & Equipment	240,000	114,002	48%
Capital Outlay	848,710	509,141	60%
Other Financing Uses	78,715		
Total	**4,166,655**	**1,657,848**	**40%**



HURF Relevant Information

HURF expenses are below budgeted amounts through the third 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 or other needs.



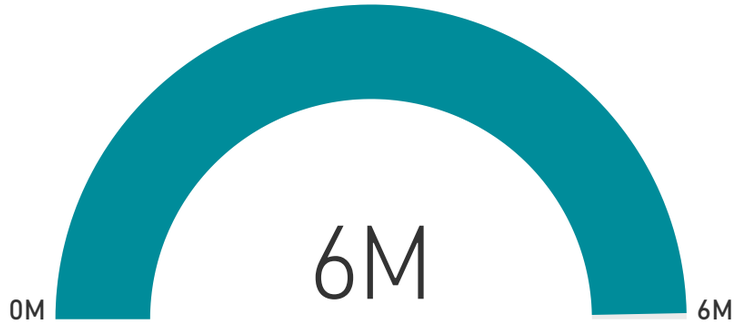
Category	2019	2020	2021
Personnel & Benefits	11,553		
Contracted Services	691,336	1,252,459	1,034,705
Operating Supplies & Equipm...	462,388	157,071	114,002
Capital Outlay	378,683	369,740	509,141
Total	**1,543,960**	**1,779,270**	**1,657,848**

FY 2020-2021 THIRD QUARTER: TRANSPORTATION FUND REVENUES

Select Revenue or Expense

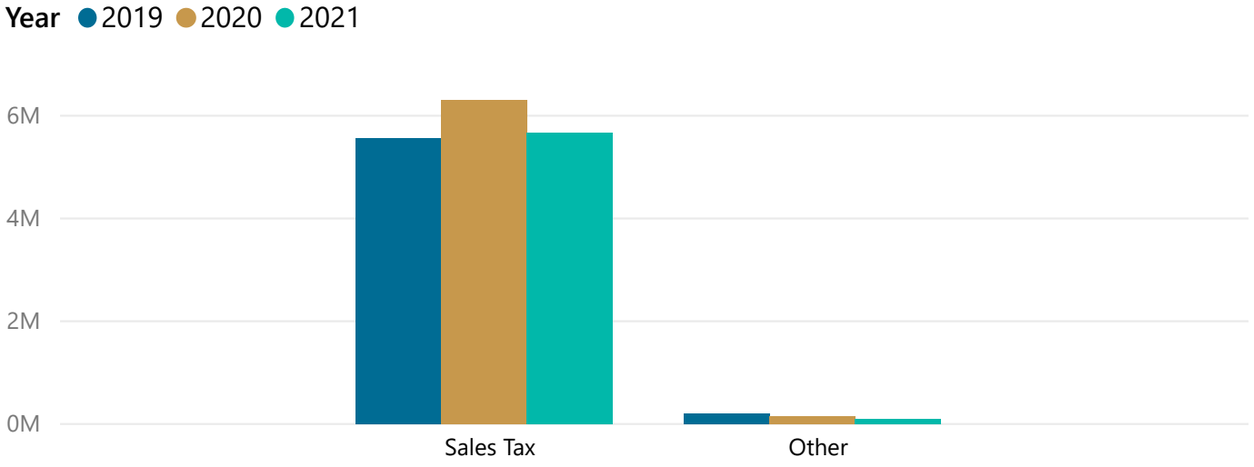
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2021 Budget	Actual	% Budget
Sales Tax	5,750,000	5,669,045	99%
Other	50,000	95,111	190%
Total	**5,800,000**	**5,764,156**	**99%**



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. Third quarter revenue collections are significantly higher than anticipated due to strong residential housing acitivity (742 SFR permits issued vs. 617 budgeted for the year) and commercial construction spurred by low interest rates. Other revenue is comprised of investment income.



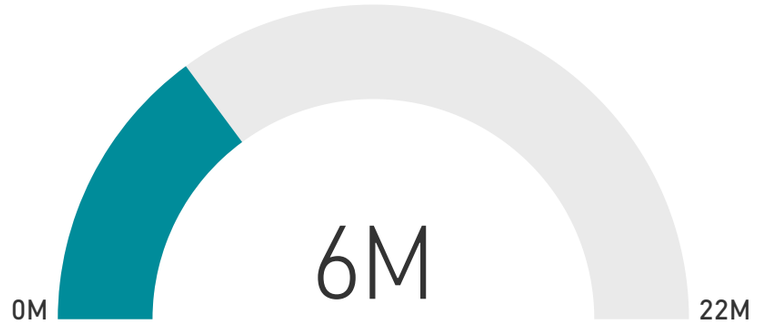
Category	2019	2020	2021
Sales Tax	5,565,134	6,308,372	5,669,045
Other	196,925	149,946	95,111
Total	**5,762,059**	**6,458,318**	**5,764,156**

FY 2020-2021 THIRD QUARTER: TRANSPORTATION FUND EXPENSES

Select Revenue or Expense

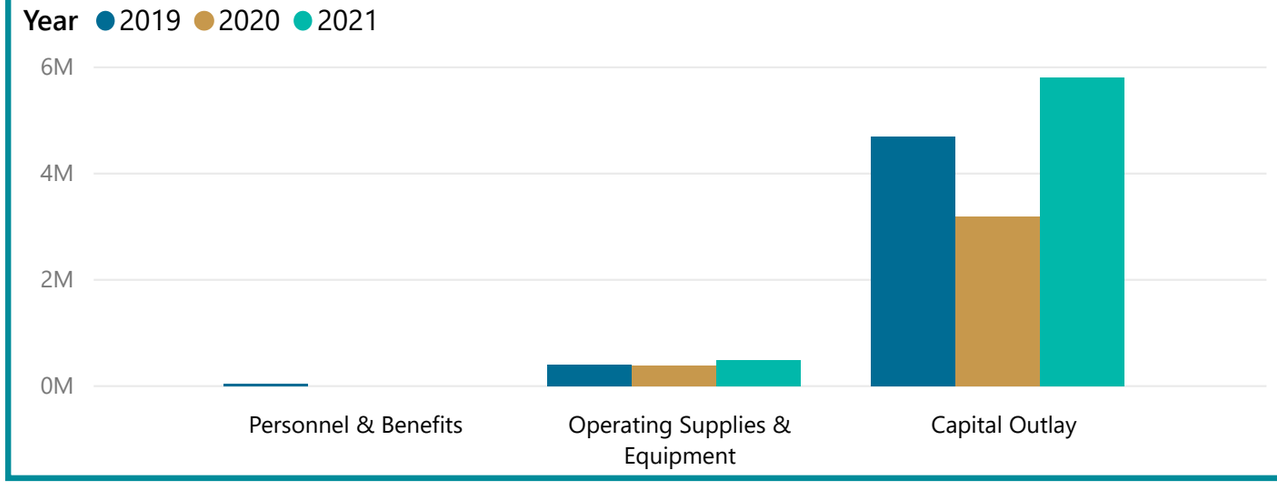
- EXPENSES
- REVENUES

Category	FY 2021 Budget	Actual	% Budget
Operating Supplies & Equipment	996,200	481,033	48%
Capital Outlay	19,828,848	5,808,209	29%
Debt Service	0	13,828	0%
Other Financing Uses	822,581	135,736	17%
Total	**21,647,629**	**6,438,808**	**30%**



Transportation Fund Relevant Information

Transportation Fund expenses are below budgeted levels through the third 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 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.



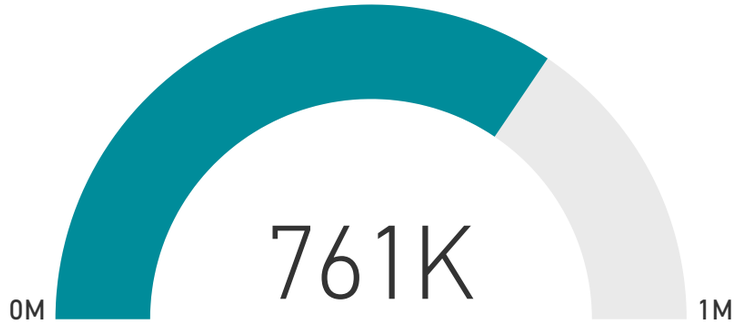
Category	2019	2020	2021
Personnel & Benefits	31,591		
Operating Supplies & Equipm...	397,698	379,472	481,033
Capital Outlay	4,695,832	3,190,369	5,808,209
Debt Service	14,838	15,464	13,828
Other Financing Uses	246,268	143,820	135,736
Total	**5,386,226**	**3,729,124**	**6,438,808**

FY 2020-2021 THIRD QUARTER: BED TAX FUND REVENUES

Select Revenue or Expense

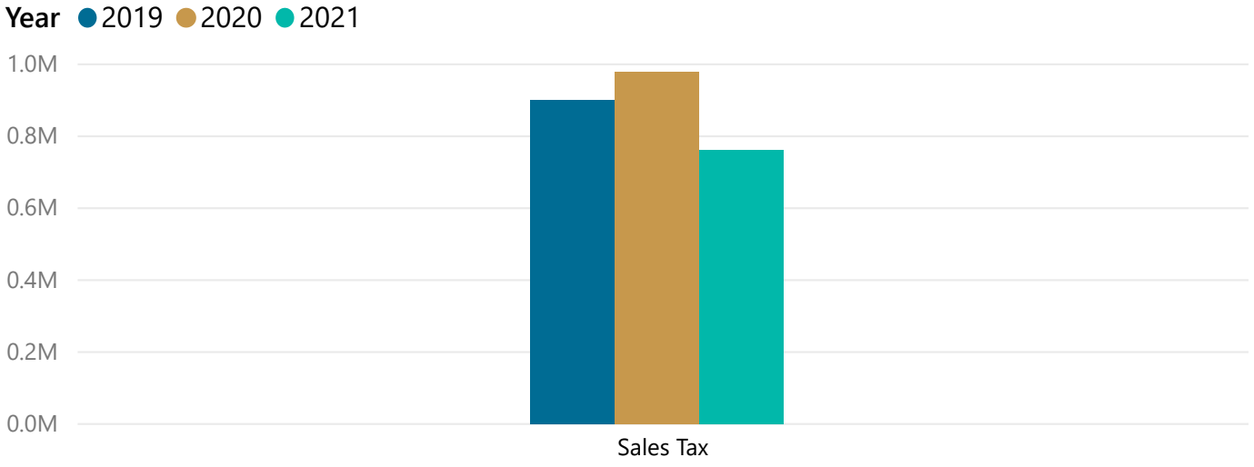
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2021 Budget	Actual	% Budget
Sales Tax	1,104,840	761,272	69%
Total	**1,104,840**	**761,272**	**69%**



Bed Tax Fund Relevant Information

The Bed Tax Fund accounts for the collection of the discriminatory portion of revenues restricted for tourism initiatives. Third 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.



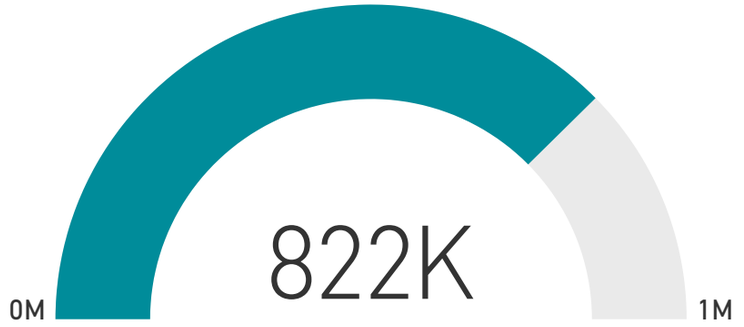
Category	2019	2020	2021
Sales Tax	899,463	980,192	761,272
Other	3,212		
Total	**902,675**	**980,192**	**761,272**

FY 2020-2021 THIRD QUARTER: BED TAX FUND EXPENSES

Select Revenue or Expense

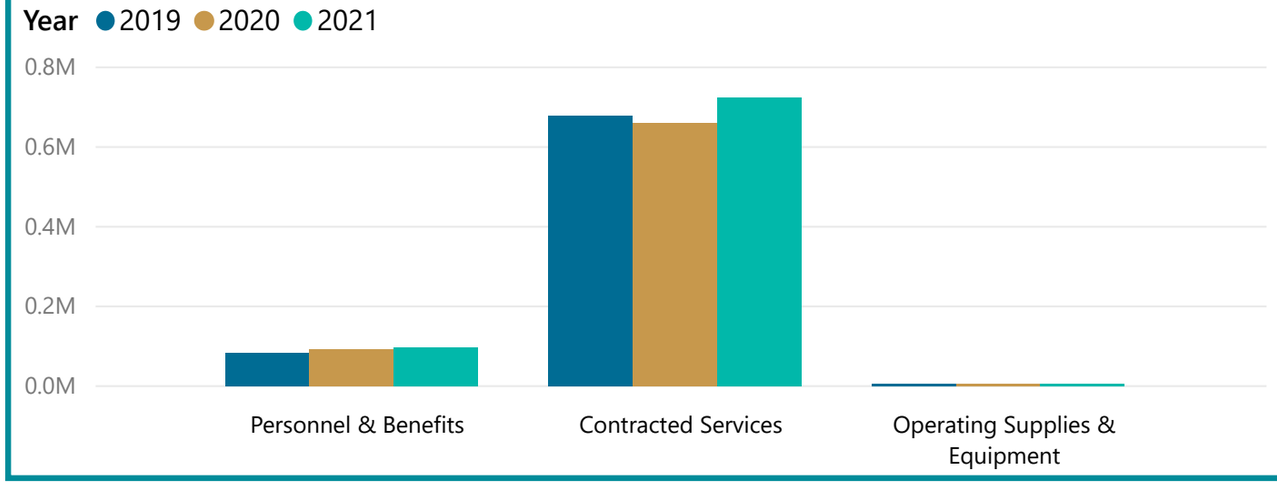
- [x] EXPENSES
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Category	FY 2021 Budget	Actual	% Budget
Personnel & Benefits	137,707	97,702	71%
Contracted Services	829,891	723,675	87%
Operating Supplies & Equipment	125,005	192	0%
Total	**1,092,603**	**821,569**	**75%**



Bed Tax Fund Relevant Information

As a whole, the Bed Tax Fund is spending it's resources as expected through the third quarter of FY2021. Contracted Services are above budget due to the timing of the annual State Land lease payment in the second fiscal quarter.



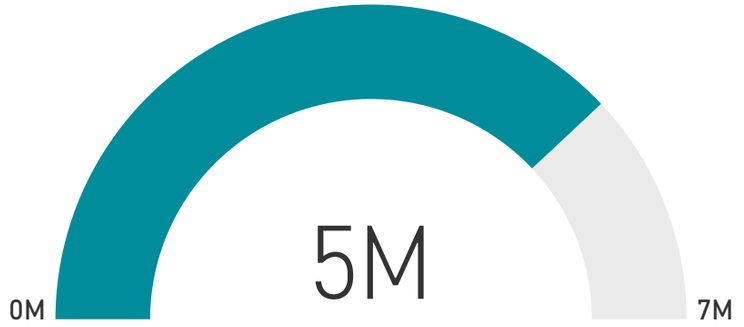
Category	2019	2020	2021
Personnel & Benefits	83,935	92,986	97,702
Contracted Services	677,505	660,984	723,675
Operating Supplies & Equipment	154	461	192
Total	**761,594**	**754,431**	**821,569**

FY 2020-2021 THIRD QUARTER: WATER OPERATING FUND REVENUES

Select Revenue or Expense

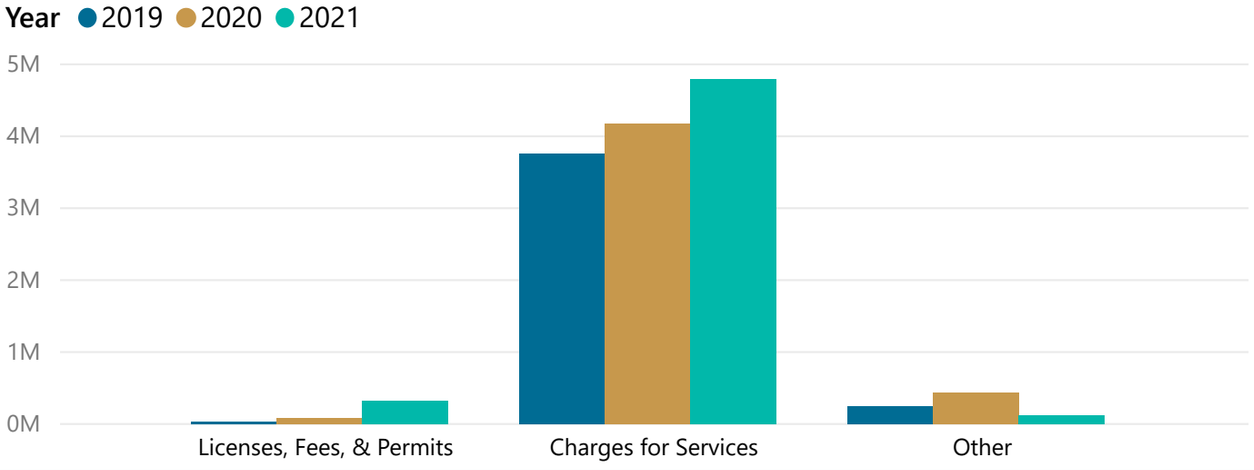
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2021 Budget	Actual	% Budget
Intergovernmental	85,000		
Licenses, Fees, & Permits	42,500	318,709	750%
Charges for Services	5,655,873	4,825,021	85%
Other	1,281,903	225,889	18%
Total	**7,065,276**	**5,369,619**	**76%**



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. Third 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.



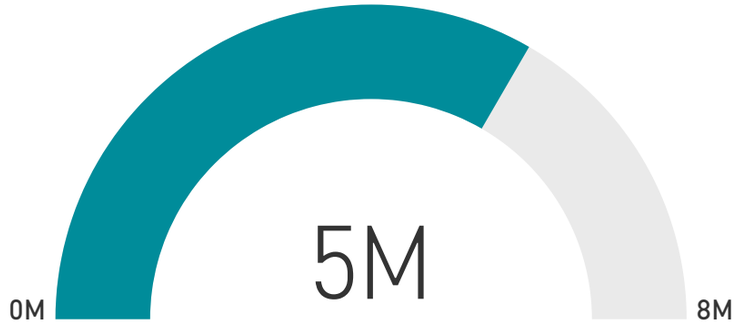
Category	2019	2020	2021
Licenses, Fees, & Permits	29,329	83,845	318,709
Charges for Services	3,786,655	4,207,648	4,825,021
Other	317,704	444,237	225,889
Total	**4,133,689**	**4,735,730**	**5,369,619**

FY 2020-2021 THIRD QUARTER: WATER OPERATING FUND EXPENSES

Select Revenue or Expense

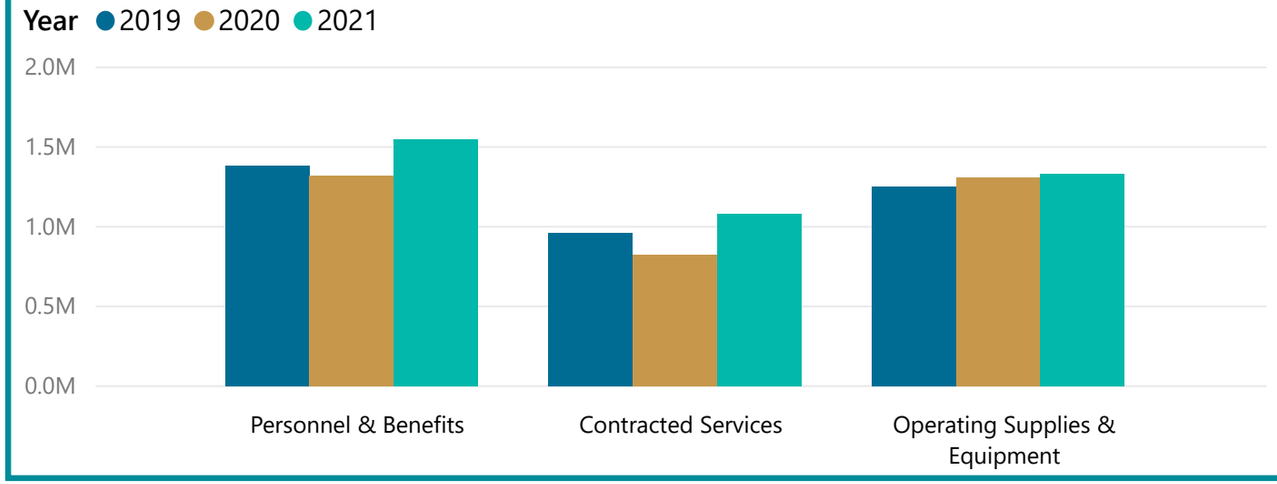
- ■ EXPENSES
- □ REVENUES

Category	FY 2021 Budget	Actual	% Budget
Personnel & Benefits	2,287,468	1,545,516	68%
Contracted Services	1,825,273	1,080,319	59%
Operating Supplies & Equipment	1,772,971	1,331,661	75%
Capital Outlay	114,000	0	0%
Debt Service	1,399,956	1,150,438	82%
Other Financing Uses	258,350		
Total	**7,658,018**	**5,107,933**	**67%**



Water Fund Relevant Information

Overall, FY2021 third quarter expenses for the Water Operating Fund are at or below expected levels. Capital Outlay is associated with two vehicles to be purchased later in the year related to two new positions. 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.



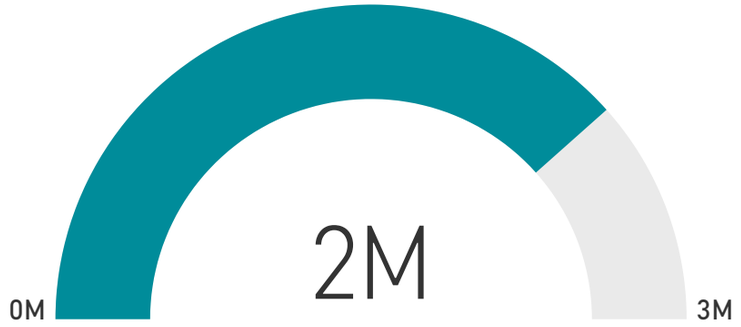
Category	2019	2020	2021
Personnel & Benefits	1,384,979	1,322,502	1,545,516
Contracted Services	958,691	822,784	1,080,319
Operating Supplies & Equipm...	1,248,696	1,307,314	1,331,661
Capital Outlay	159,246	197,351	0
Debt Service	460,771	1,057,460	1,150,438
Total	**4,212,384**	**4,707,411**	**5,107,933**

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

Select Revenue or Expense

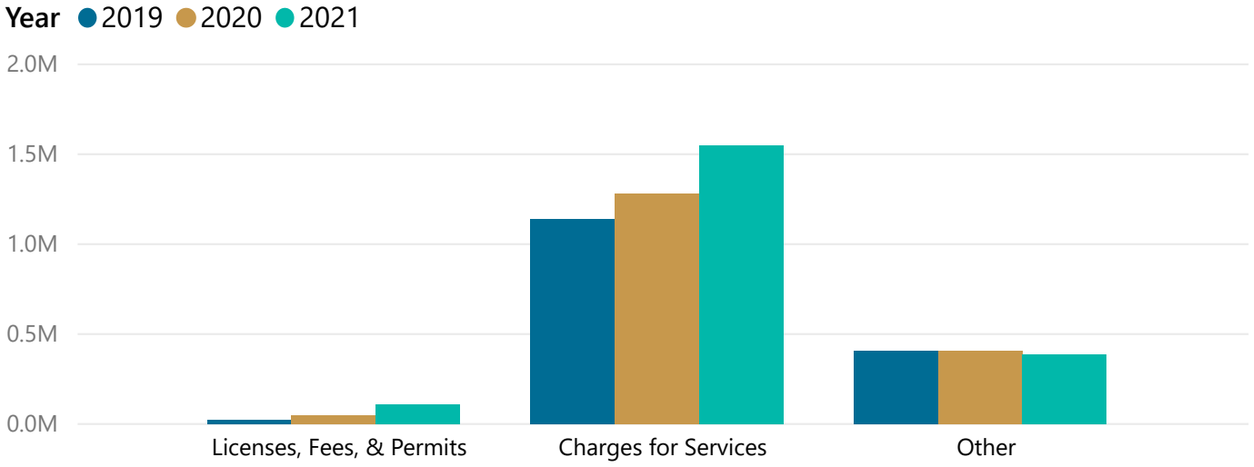
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2021 Budget	Actual	% Budget
Licenses, Fees, & Permits	28,900	106,716	369%
Charges for Services	1,841,278	1,548,403	84%
Other	811,070	404,539	50%
Total	**2,681,248**	**2,059,658**	**77%**



Water Reclamation Fund Relevant Information

The current rates and fees for Marana Sewer customers 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 third quarter revenue collections are slightly 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.



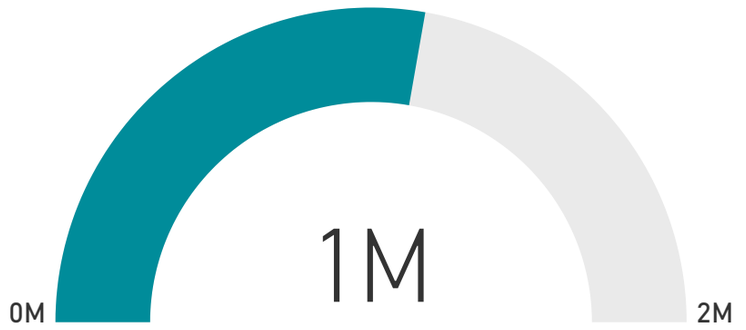
Category	2019	2020	2021
Licenses, Fees, & Permits	23,011	49,438	106,716
Charges for Services	1,140,686	1,279,573	1,548,403
Other	404,974	405,092	404,539
Total	**1,568,671**	**1,734,102**	**2,059,658**

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

Select Revenue or Expense

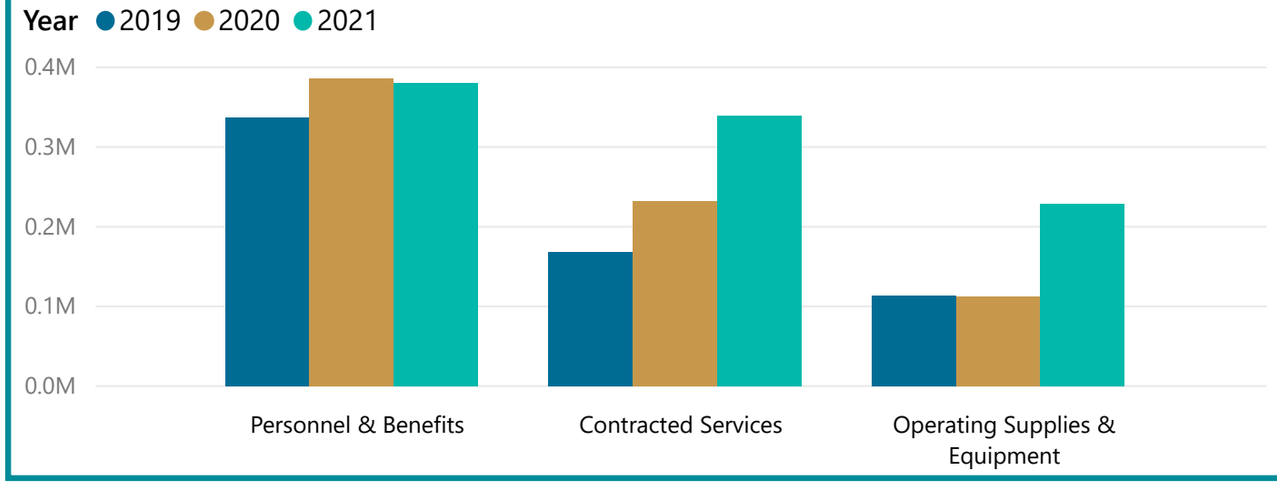
- EXPENSES
- REVENUES

Category	FY 2021 Budget	Actual	% Budget
Personnel & Benefits	583,306	380,618	65%
Contracted Services	507,000	339,785	67%
Operating Supplies & Equipment	302,800	228,984	76%
Debt Service	858,781	437,092	51%
Other Financing Uses	246,000		
Total	**2,497,887**	**1,386,479**	**56%**



Water Reclamation Fund Relevant Information

Overall, third 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.



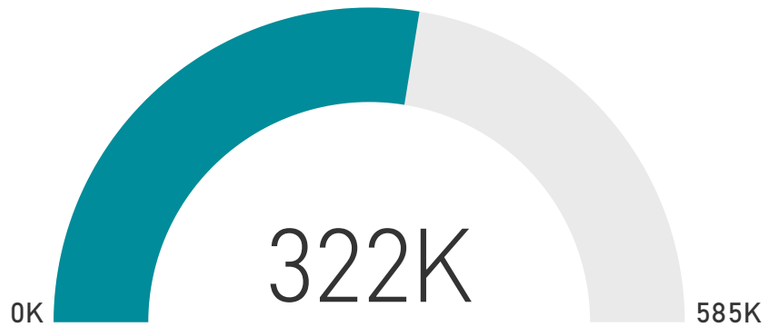
Category	2019	2020	2021
Personnel & Benefits	336,939	385,518	380,618
Contracted Services	167,972	231,789	339,785
Operating Supplies & Equipm...	112,921	112,337	228,984
Capital Outlay	49,060	57,388	
Debt Service	809,069	433,519	437,092
Total	**1,475,961**	**1,220,552**	**1,386,479**

FY 2020-2021 THIRD QUARTER: AIRPORT OPERATING FUND REVENUES

Select Revenue or Expense

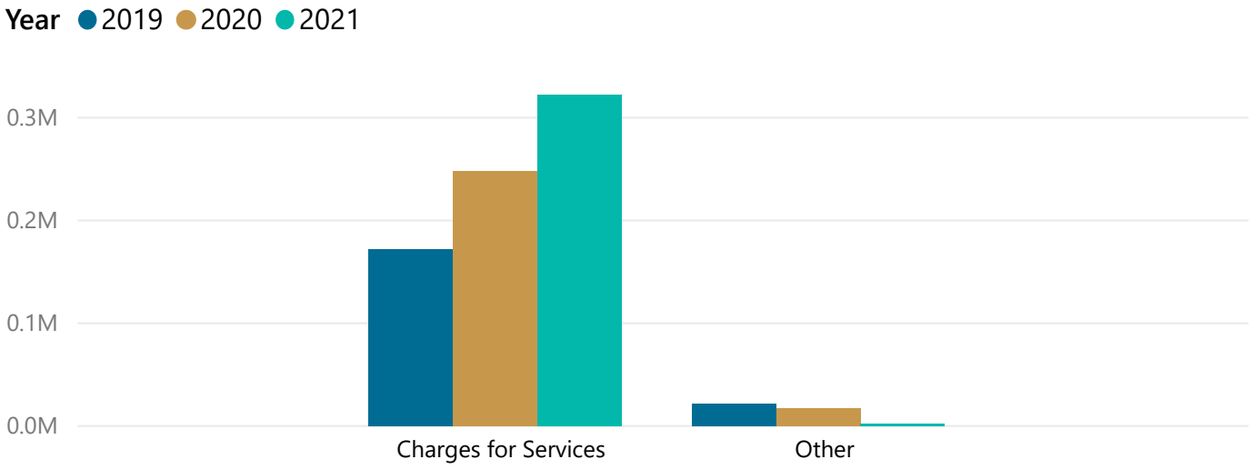
- ☐ EXPENSES
- ■ REVENUES

Category	FY 2021 Budget	Actual	% Budget
Charges for Services	360,336	321,894	89%
Other	224,842	506	0%
Total	**585,178**	**322,401**	**55%**



Airport Fund Relevant Information

Overall, preliminary third quarter revenue collections for the Airport Fund are as expected. 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.



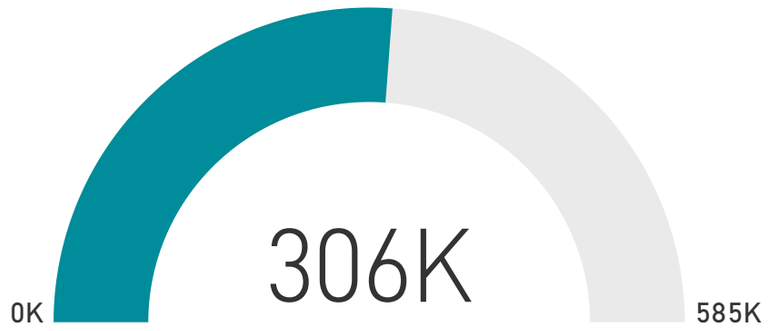
Category	2019	2020	2021
Charges for Services	172,185	247,946	321,894
Other	21,448	17,468	506
Total	**193,633**	**265,414**	**322,401**

FY 2020-2021 THIRD QUARTER: AIRPORT OPERATING FUND EXPENSES

Select Revenue or Expense

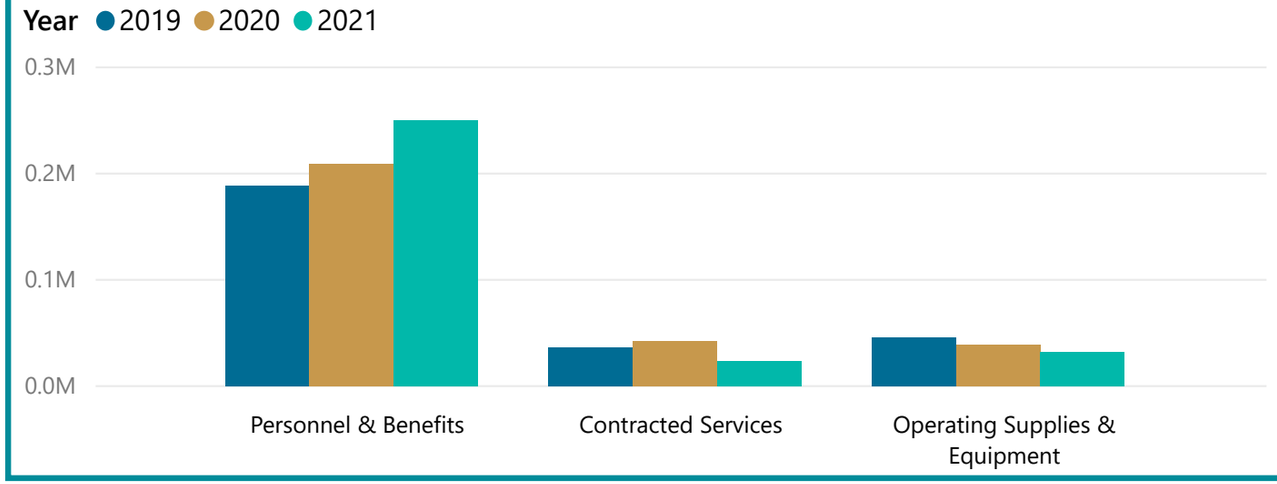
- ■ EXPENSES
- □ REVENUES

Category	FY 2021 Budget	Actual	% Budget
Personnel & Benefits	290,663	250,348	86%
Contracted Services	108,665	23,853	22%
Operating Supplies & Equipment	60,850	32,160	53%
Other Financing Uses	125,000		
Total	**585,178**	**306,360**	**52%**



Airport Fund Relevant Information

Overall, expenses for the Airport Fund are at or below budgeted levels through the third quarter of FY2021 and consistent with prior year levels. Personnel and Benefits expenditures are higher than expected due to turnover of the airport director position. 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	188,813	209,231	250,348
Contracted Services	36,583	42,253	23,853
Operating Supplies & Equipm...	45,535	39,187	32,160
Total	**270,931**	**290,672**	**306,360**

Council-Regular Meeting **C1**

Meeting Date: 06/15/2021

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: June 15, 2021

Strategic Plan Focus Area:
Commerce

Strategic Plan Focus Area Additional Info:
PRINCIPLE STATEMENT 2 WE WILL SEEK AND RETAIN DIVERSE INDUSTRIES AND COMMERCE.
Initiative 14 Partner with Marana Chamber of Commerce to conduct regular business walks.

Subject: Resolution No. 2021-079: Relating to Economic Development; approving and authorizing the Mayor to execute a funding agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for fiscal year 2021-2022 to support operation of the Marana Visitor Center and provision of services to the Marana community (Jane Fairall)

Discussion:

The Marana Chamber of Commerce was established in 1987 with a vision to "Build Business and Community Relationships." The Chamber's mission is for staff and members to work collaboratively with all industries and levels of government to build a balance between economic growth and quality of life in our community. For many years, the Town and the Chamber have worked collaboratively to promote economic development and commerce in the Town of Marana, with the Town providing annual funding to the Chamber for these purposes pursuant to a funding agreement approved by Council.

Under the proposed agreement for FY 21-22, the Town will provide $45,000 in funding for the Chamber's operation of the Marana Visitor Center and for other activities undertaken by the Chamber pursuant to the agreement. Under the agreement, the Chamber will:

1. Operate the Marana Visitor Center during established business hours of 8:30 AM –

4:30 PM, Monday through Friday, observing regular holidays, and will comply with all regulations established by the Arizona Office of Tourism for the operation of Local Visitor Information Centers. The Chamber and Town will also collaborate on finding ways to improve the Visitor Center's appearance and experience, and in finding volunteer staffing for the Center.

2. Provide a link to the Town's tourism website for visitor information.

3. Provide opportunities, as requested, for representatives of the Town to address the Marana community. These opportunities may be as part of another event organized by the Chamber, including Chamber networking breakfasts, Quarterly Business Connection lunches, community and regional updates, legislative and economic development briefings, or other similar events.

4. Produce and distribute a map of Marana streets and incorporated boundaries and a membership directory. The Town may request up to 2,500 maps and directories from the Chamber for the Town's own distribution.

5. Organize and execute the "State of the Town" event to provide Town officials the opportunity to address the community on current affairs.

6. Collaborate with the Town on questions and methodology used to conduct surveys of the Marana community regarding the local business climate.

7. Partner with the Town to promote tourism, including participating in any tourism development initiatives organized and implemented by the Town.

8. Partner with the Marana Film Office on events and activities to promote the film industry in the Town.

The Chamber will monitor and report quarterly on progress in each of these categories.

The term of the agreement is one year, expiring on June 30, 2022.

Financial Impact:

Fiscal Year:	2022
Budgeted Y/N:	Y
Amount:	$45,000

The amount of $45,000 is budgeted in the Bed Tax Fund.

Staff Recommendation:

Staff recommends approval of the funding agreement.

Suggested Motion:

I move to adopt Resolution No. 2021-079, approving and authorizing the Mayor to execute a funding agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for fiscal year 2021-2022 to support the operation of the Marana Visitor Center and provision of services to the Marana community.

Attachments

Resolution

Exhibit A to Resolution - Chamber Funding Agreement

MARANA RESOLUTION NO. 2021-079

RELATING TO ECONOMIC DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE TOWN OF MARANA AND THE MARANA CHAMBER OF COMMERCE, INC. FOR FISCAL YEAR 2021-2022 TO SUPPORT OPERATION OF THE MARANA VISITOR CENTER AND PROVISION OF SERVICES TO THE MARANA COMMUNITY

WHEREAS the Marana Strategic Plan IV includes "Commerce" as a focus area with a principle statement to seek and retain diverse industries and commerce in order to promote sustainable economic health; and

WHEREAS the Marana Chamber of Commerce operates the Marana Visitor Center and provides other services to the Town and the community; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the public to enter into this agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the funding agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for FY 2021-2022, 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.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 15th day of June, 2021.

_____
Mayor Ed Honea

ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

FUNDING AGREEMENT
MARANA CHAMBER OF COMMERCE, INC.

THIS FUNDING AGREEMENT ("Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation ("Town") and the MARANA CHAMBER OF COMMERCE, INC., an Arizona 501(c)(6) nonprofit corporation ("Chamber"). The Town and Chamber are sometimes referred to collectively as the "Parties," either of which is sometimes individually referred to as a "Party."

RECITALS

A. Town has established a need for economic development activities to ensure a sustainable community.

B. Commerce is identified as one of the five focus areas of the Marana Strategic Plan adopted by the Town Council.

C. Chamber operates a Visitor Center and provides other services for the community that provide information about Town's attractions and business services benefitting the Town and its residents.

D. Town has determined that the general welfare of the citizens of Marana will be substantially advanced by authorizing the funding under the terms and conditions and for the purposes as set forth in this Agreement.

E. The Parties acknowledge that tracking Town payments and Chamber outputs and outcomes resulting from Town funding is prudent practice to assure that public funds are appropriately used and that the public receives the anticipated benefits of the funding.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals, which are incorporated here by reference, the Parties agree as follows:

Section 1. Funding. Town hereby commits $45,000 of funding from Town's Fiscal Year 2021-2022 budget to Chamber to assist in funding Chamber's activities under this Agreement.

Section 2. Outputs. Between July 1, 2021 and June 30, 2022, Chamber hereby agrees to provide the following outputs with Town general assistance funding provided under this agreement:

2.1. Chamber will operate the Marana Visitor Center during established business hours of 8:30 AM – 4:30 PM, Monday through Friday, ob-

serving regular holidays, and will comply with all regulations established by the Arizona Office of Tourism for the operation of Local Visitor Information Centers. The Chamber and Town will collaborate on finding ways to improve the Visitor Center's appearance and experience, and staffing from volunteers.

2.2. Chamber will provide a link on its website to the Town's tourism website for visitor information.

2.3. Chamber will provide opportunities, as requested, for representatives of Town to address the Marana community. These opportunities may be as part of another event organized by Chamber, including Chamber networking breakfasts, Quarterly Business Connection lunches, community and regional updates, legislative and economic development briefings, or other similar events.

2.4. Chamber will produce and distribute a map of Marana streets and incorporated boundaries and a membership directory. Town may request from Chamber a maximum of 2,500 maps and 2,500 directories for its own distribution.

2.5. Chamber will organize and execute the "State of the Town" event to provide Town officials the opportunity to address the community on current affairs.

2.6. Chamber will collaborate with Town on questions and methodology used to conduct surveys of the Marana community regarding the local business climate.

2.7. Chamber will partner with Town to promote tourism, including, but not limited to, participating in any tourism development initiatives organized and implemented by Town.

2.8. Chamber will partner with the Marana Film office on events and activities to promote the film industry in Town.

Section 3. Payments. Town shall pay Chamber in three installments of $15,000.00 each, once per quarter, except the fourth quarter of Town's fiscal year, upon receipt of a completed Payment Request Form in substantially the form attached as Exhibit A.

Section 4. Reporting. Within 15 days after the end of each calendar quarter for which Chamber receives funding under this Agreement or before receiving its next quarterly payment, whichever occurs first, Chamber shall complete and submit to Town a written quarterly report in substantially the form attached as Exhibit B, demonstrating Chamber's progress toward the outputs listed in Section 2 of this Agreement. Town may additionally request a written

or oral report from Chamber at any time demonstrating Chamber's progress in complying with each of the outputs listed in Section 2 of this Agreement.

Section 5. Required Insurance. Before receiving any payment under this Agreement, Chamber shall deliver to Town one or more certificates of insurance with carriers acceptable to Town evidencing the following minimum coverages for at least the term of this Agreement:

5.1. $1,000,000 per occurrence commercial general liability coverage with Town listed as additional insured. Chamber shall deliver an additional insured endorsement along with the certificate(s) of insurance required by this Section. As an additional insured, Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of Chamber.

5.2. $1,000,000 per occurrence business automobile liability (if the Chamber has vehicles).

5.3. $1,000,000 per occurrence directors and officers coverage with Town listed as additional insured.

5.4. State of Arizona minimum workers' compensation coverage (if Chamber has paid staff).

5.5. The coverage requirements specified in this Section may not be changed or modified except by written agreement signed by all Parties.

Section 6. Corporate Documents. Before receiving initial payment under this Agreement, Chamber shall ensure that copies of the following Chamber documentation, including any and all amendments are on file with Town:

6.1. Articles of incorporation.

6.2. Current bylaws.

6.3. List of current members of Chamber's Board of Directors.

6.4. Current fiscal year's budget approved by Chamber's Board of Directors.

6.5. Internal Revenue Service designation letter.

Section 7. Amendments to Insurance and Documentation. True and accurate copies of any amendments during the term of this Agreement to coverages or terms of insurance required by Section 5 above or to Chamber's corporate documentation listed in Section 6 above shall be provided to the Town as soon as practicable after approval, but in any event not later than one calendar week after they become effective. Amendments that reduce the insurance coverages below the minimums set forth in Section 5 above or that in the Town's reasonable opinion materially affect the Chamber's ability to deliver the outputs set forth in Section 2 above constitute default for which Town may with-

hold payment until Chamber restores the minimum insurance coverages or restores Chamber's ability to deliver the outputs.

Section 8. Default and Dispute Resolution. If either Party defaults (the "Defaulting Party") with respect to any of that Party's obligations under this Agreement, the other Party (the "Non-Defaulting Party") shall be entitled to give written notice in the manner prescribed in Section 10 below to the Defaulting Party, stating the nature of the default claimed and demanding that the default be corrected. The Defaulting Party shall then have 20 days from the date of the notice within which to cure the default. If any default is not cured within 20 days, then the Non-Defaulting Party shall be entitled to begin the mediation and arbitration proceedings set forth in paragraphs 8.1 and 8.2 below.

8.1. Mediation. If there is a dispute under this Agreement which the Parties cannot resolve among themselves, the Parties agree that there shall be a 21-day moratorium on arbitration during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before commencement of arbitration. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by Chamber and Town. If the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter Town shall (on its behalf and on behalf of Chamber) request the presiding judge of the Superior Court in and for the County of Pima, State of Arizona, to appoint an independent mediator. The cost of mediation shall be divided equally between the mediating Parties. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate arbitration after the moratorium period.

8.2. Arbitration. If mediation (paragraph 8.1 above) fails to result in resolution of the dispute, the dispute, controversy, claim or cause of action arising out of or relating to this Agreement shall be settled by submission of the matter by all Parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-501 *et seq.*, and judgment upon the award rendered by the arbitrator(s) may be entered in a court having jurisdiction.

Section 9. Indemnification. Chamber agrees to defend, save, hold harmless, and indemnify 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 Chamber's errors, omissions, or negligent acts in the performance of activities pursuant to this Agreement.

Section 10. Manner of Serving. All notices, filings, consents, approvals and other communications provided for in or given in connection with this Agreement shall be validly given, filed, made, transmitted or served if in writing and delivered personally or sent by registered or certified United States mail, postage prepaid, to (or to such other addresses as any Party may from time to time designate in writing and deliver in a like manner):

To Town:

TOWN OF MARANA
Director of Economic Development and Tourism
11555 West Civic Center Drive, Building A3
Marana, Arizona 85653

With a copy to:

TOWN OF MARANA
Town Attorney
11555 West Civic Center Drive Building A3
Marana, Arizona 85653

To Chamber:

MARANA CHAMBER OF COMMERCE, INC.
President and CEO
13251 N. Lon Adams Rd.
Marana, Arizona 85653

Section 11. Waiver. No delay in exercising any right or remedy shall constitute a waiver of that right or remedy, and no waiver by Town or Chamber of the breach of any term of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other term of this Agreement.

Section 12. Attorney's Fees. If any Party brings a lawsuit against any other Party to enforce any of the terms of this Agreement, or by reason of any breach or default of this Agreement, the prevailing Party shall be paid all reasonable costs and reasonable attorneys' fees by the other Party, in an amount determined by the court and not by the jury. Nothing in the use of the word "lawsuit" in the preceding sentence shall constitute a waiver, requiring disputes to be resolved by binding arbitration.

Section 13. Headings. The descriptive headings of this Agreement are inserted to assist in understanding the meaning and construction of this Agreement.

Section 14. Recitals. The Recitals set forth at the beginning of this Agreement are hereby acknowledged, confirmed to be accurate and incorporated here.

Section 15. Exhibits. Any exhibit attached to this Agreement shall be deemed to have been incorporated in this Agreement by reference with the same force and effect as if fully set forth in the body of this Agreement.

Section 16. Time Essence. Time is of the essence for purposes of this Agreement.

Section 17. No Assignment. Chamber's obligations under this Agreement may not be assigned without the written consent of the Town Manager or designee.

Section 18. No Partnership and Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Town and Chamber. No term or provision of this Agreement is intended to, or shall be for the benefit of any person, firm, organization or corporation not a party to this Agreement, and no such other person, firm, organization or corporation shall have any right or cause of action under this Agreement.

Section 19. Other Instruments. Each Party shall, promptly upon the request of the other, have acknowledged and delivered to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

Section 20. Imposition of Duty by Law. This Agreement does not relieve any Party of any obligation or responsibility imposed upon it by law.

Section 21. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement. All prior and contemporaneous agreements, representation and understanding of the Parties, oral or written, are hereby superseded and merged in this Agreement.

Section 22. Amendments to Agreement. No change or addition shall be made to this Agreement except by a written amendment executed by the Parties. The Parties agree to cooperate and in good faith pursue any amendments to this Agreement that are reasonably necessary to accomplish the goals expressed by this Agreement.

Section 23. Good Standing; Authority. Chamber represents and warrants to Town that it is duly formed and validly existing under the laws of the State of Arizona. Town represents and warrants to Chamber that it is an Arizona municipal corporation with authority to enter into this Agreement under applicable state laws. Each Party represents and warrants that the individual executing this Agreement on its behalf is authorized and empowered to bind the Party on whose behalf each such individual is signing.

Section 24. Severability. If any provision of this Agreement is declared void or unenforceable, it shall be severed from the remainder of this Agreement, which shall otherwise remain in full force and effect.

Section 25. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and the Parties agree that any litigation or arbitration shall take place in Pima County, Arizona.

Section 26. Interpretation. This Agreement has been negotiated by Town and Chamber, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Agreement for or against any Party.

Section 27. Force Majeure. If any Party is unable to perform under this Agreement by reason of "force majeure," then the failure to perform shall not constitute a default under this Agreement as long as the non-performing Party uses its best effort to remedy with all reasonable speed the event or condition causing the non-performance and performance can be restored within a reasonable amount of time. "Force majeure" means any condition or event not reasonably within the control of a Party, including without limitation, "acts of God," strikes, lock-outs, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of government of the United States or any state thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests, restraints of government and of people; explosions; and partial or entire failure of utilities.

Section 28. Conflict of Interest. This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts by government entities in certain instances involving conflicts of interest.

Section 29. Immigration Laws. Chamber warrants that it, and any subcontractor who performs any work for Chamber under this Agreement, 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). Chamber 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 Town retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

Section 30. Israel Boycott Divestments. Chamber 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.

Section 31. Effective Date; Term. This Agreement is effective on the date of the last Party's signature below and shall automatically terminate and shall thereafter be void for all purposes on July 1, 2022, unless sooner terminated by the mutual consent of the Parties.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date set forth below their respective signatures.

Town:	Chamber:
THE TOWN OF MARANA, an Arizona municipal corporation	MARANA CHAMBER OF COMMERCE, INC., an Arizona 501(c)(6) non-profit corporation
By: _____ Ed Honea, Mayor	By: _____ Printed: _____ Its: _____
Date: _____	Date: _____

ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

EXHIBITS

A. Payment Request Form

B. Quarterly Report Form

TOWN OF MARANA

EXHIBIT A - PAYMENT REQUEST FORM (FY 2021-2022)

Agency/Contractor: Marana Chamber of Commerce, Inc.

Project Name: Visitor's Center Operations

Prepared by: _____
Name: Title:

Authorized by: _____
Authorized Signer Date:

Period Reimbursement Requested For: _____

Payment Number: _____ Expenditures This Period: $ _____

+ / - Adjustments (Program Income/Other): $ _____

Net Request This Period: $ _____

Line Item	Line Item Description	Approved Budget (A)	Expenditures This Period (B)	Expenditures Prior Periods (C)	Balance (D)
1.	Services Support	$ 45,000.00	$ -0-	$ -0-	$ 45,000.00
2.					
3.					
4.					
5.					
	TOTAL (must total Town of Marana award)	$	$	$	$

NOTE: For each line item, the figures in Columns (B), (C), and (D) must total the figure in Column (A).

MANAGER APPROVAL: _____ QUARTERLY REPORT RECEIVED: ☐ YES DATE: _____

FINANCE APPROVAL: _____ CHECK NUMBER: _____ DATE: _____

All requests for budget changes are required to be submitted in writing and approved by Economic Development and Tourism. Changes will only be allowed as long as the total dollar amount contracted for remains the same, the costs are eligible and the 20% administrative cap is not exceeded. **Failure to submit timely quarterly performance measures reports may delay the processing of payment requests.**

Town of Marana

Quarterly Report – Exhibit B

Fiscal Year 2021-2022

Agency Name: Marana Chamber of Commerce, Inc. **Project:** Visitor's Center Operations

Projected Annual Performance Outcomes and Measurement	July 1-September 30 2021	October 1-December 31 2021	January 1-March 31 2022	April 1-June 30 2022	Year-to-Date Totals	List of Activities with Date
Output: The Chamber will produce and distribute 8,000 Membership Directories. **Data Source:** Chamber records						
Output: The Chamber will distribute 5,000 Marana maps to area merchants, visitor centers, and attractions. **Data Source:** Chamber records						
Output: The Visitor's Center will operate the Monday – Friday, 8:30 am – 4:30 pm observing regular holidays. **Data Source:** Calendar						
Output: The Chamber will track the number of hits on the Visitor section on its website. **Data Source:** Website Counter						
Output: The Visitor's Center will track the number of visitors to the center. **Data Source:** Chamber records						

Council-Regular Meeting **C2**

Meeting Date: 06/15/2021

To: Mayor and Council

From: Libby Shelton, Deputy Town Attorney

Date: June 15, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-080:Relating to Police Department; approving and authorizing the Mayor and the Police Chief to execute an Intergovernmental Agreement Regarding Joint Formation and Operation of Specialized Law Enforcement Teams Among Public Agencies Within Pima County (Libby Shelton)

Discussion:

For many years, the Town of Marana Police Department has participated as a member of the Pima Regional Special Weapons and Tactics (S.W.A.T.) Team. On December 18, 2007, the Town Council adopted Resolution No. 2007-225, approving and authorizing execution of an intergovernmental agreement (IGA) between the Town of Marana, Pima County, and other Participating Jurisdictions regarding the formation, operation, and maintenance of the Pima Regional S.W.A.T. Team. The Pima Regional S.W.A.T. Team responds to potentially life-threatening situations requiring specialized skills, tactics, and/or equipment and to secure, isolate and resolve situations in a manner consistent with the escalation of force theories and the preservation of life.

The Pima Regional S.W.A.T. Team IGA had an initial term of five years and provided that the parties had the option to extend the IGA for two additional five-year periods. On March 19, 2013, the Town Council adopted Resolution No. 2013-022 extending the Pima Regional S.W.A.T. Team IGA for another five-year period. On April 17, 2018, the Town Council adopted Resolution No. 2018-037 extending the IGA for another five-year period.

As the SWAT model has demonstrated the value of a regional team with specialized training, public agencies in Pima County seek to apply the regional team concept to not only the S.W.A.T. Team, but also the Pima Regional Bomb Squad, the Pima Regional Mobile Field Force (MFF), and the Pima Regional Critical Incident Response Team.

The Pima Regional Bomb Squad responds to suspected explosive devices or suspicious packages, does protective sweeps for dignitaries or special events, or addresses other situations requiring specialized training related to explosive hazards.

MFF responds to incidents involving civil disobedience, protest, civil disturbance, riot, or sports riot which require a cohesive unilateral law enforcement response to mitigate protestor actions and to secure, isolate and resolve situations in a manner consistent with escalation of force theories and the preservation of life.

The Pima Regional Critical Incident Team responds to officer-involved shootings, in-custody deaths or critical incidents to enhance accountability, transparency, and communication.

By signing this IGA, the Town can choose to participate in either select teams or all of the teams; there is no obligation to participate in all the teams. The term of the IGA shall be five years beginning July 1, 2021. Upon execution of this IGA, the Pima Regional S.W.A.T. agreement will terminate and this IGA will supersede and replace it.

Financial Impact:

Fiscal Year:	2022
Budgeted Y/N:	Y
Amount:	N/A

Each party of the agreement funds all payroll and equipment expenses for its members. Any such expenses are budgeted in the FY2022 budget. Any grant funds obtained for the Unit/Teams/Squads participating in this agreement shall be used for the benefits of all parties.

Staff Recommendation:

Staff recommends execution of the Intergovernmental Agreement Regarding Joint Formation and Operation of Specialized Law Enforcement Teams Among Public Agencies Within Pima County.

Suggested Motion:

I move to adopt Resolution No. 2021-080, approving and authorizing the Mayor and the Police Chief to execute an Intergovernmental Agreement Regarding Joint Formation and Operation of Specialized Law Enforcement Teams Among Public Agencies Within Pima County.

Attachments

Resolution

Exhibit A

MARANA RESOLUTION NO. 2021-080

RELATING TO POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE MAYOR AND THE POLICE CHIEF TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT REGARDING JOINT FORMATION AND OPERATION OF SPECIALIZED LAW ENFORCEMENT TEAMS AMONG PUBLIC AGENCIES WITHIN PIMA COUNTY

WHEREAS on December 18, 2007, the Town Council adopted Resolution No. 2007-225, approving and authorizing execution of an intergovernmental agreement (IGA) between the Town of Marana, Pima County and other Participating Jurisdictions regarding the formation, operation and maintenance of the Pima Regional Special Weapons and Tactics (S.W.A.T.) Team; and

WHEREAS the Pima Regional S.W.A.T. Team IGA had an initial term of five years from the date of recordation at the Pima County Recorder's Office and provided that the parties had the option to extend the IGA for two additional five-year periods; and

WHEREAS on March 19, 2013, the Town Council adopted Resolution No. 2013-022, approving and authorizing execution of a second amendment to the IGA, extending the IGA for a five-year period; and

WHEREAS on April 17, 2018, the Town Council adopted Resolution No. 2018-037, approving and authorizing execution of a third amendment to the IGA, extending the IGA for a second five-year period; and

WHEREAS public agencies 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.; and

WHEREAS operation of the Pima Regional S.W.A.T. Team has demonstrated the value of a regional team with specialized training, skills, and capabilities to maintain and enhance the ability of law enforcement agencies to respond to certain situations; and

WHEREAS the Town Council finds that application of the regional team concept to other areas of law enforcement in addition to the S.W.A.T. Team requiring specialized training, skills and capabilities such as the Pima Regional Bomb Squad, the Pima Regional Mobile Field Force Team (MFF), and the Pima Regional Critical Incident Team will further maintain and enhance the abilities of law enforcement agencies to respond to situations; and

WHEREAS upon execution of the IGA Regarding Joint Formation and Operation of Specialized Law Enforcement Teams Among Public Agencies Within Pima County,

the Pima Regional S.W.A.T. agreement will terminate, and this IGA will supersede and replace the Pima Regional S.W.A.T. agreement; and

WHEREAS the Mayor and Council of the Town of Marana find that it is in the best interests of the citizens of Marana to enter into the intergovernmental agreement addressed by this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Intergovernmental Agreement Regarding Joint Formation and Operation of Specialized Law Enforcement Teams Among Public Agencies Within Pima County attached to this resolution as Exhibit A is hereby approved, and the Mayor is authorized to execute it for and on behalf of the Town of Marana.

IT IS FURTHER RESOLVED that the Town Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, conditions and objectives of the intergovernmental agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of June, 2021.

_____
Mayor Ed Honea

ATTEST:

_____
Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

INTERGOVERNMENTAL AGREEMENT REGARDING JOINT FORMATION AND OPERATION OF SPECIALIZED LAW ENFORCEMENT TEAMS AMONG PUBLIC AGENCIES WITHIN PIMA COUNTY

This Intergovernmental Agreement ("IGA") is entered into by and among public agencies located in Pima County, Arizona, on behalf of their respective law enforcement agencies (referred to collectively as the "Parties"). Any public agency, as that term is defined in Arizona Revised Statutes § 11-951, that executes this IGA in counterpart form shall be a Party as of the date of execution.

Recitals

A. WHEREAS public agencies 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.; and

B. WHEREAS the Pascua Yaqui Tribe may contract for services and enter into agreements for joint or cooperative action pursuant to Article VI, Section 1(a) of the Constitution of the Pascua Yaqui Tribe; and

C. WHEREAS several public agencies previously entered into an agreement to form and operate the Pima Regional Special Weapons and Tactics ("SWAT") Team; and

D. WHEREAS operation of the Pima Regional SWAT team has demonstrated the value of a regional team with specialized training, skills and capabilities to maintain and enhance the ability of law enforcement agencies to respond to certain situations; and

E. WHEREAS application of the regional team concept to other areas of law enforcement requiring specialized training, skills and capabilities will further maintain and enhance the ability of the Parties, through their various law enforcement agencies, to respond to situations in which use of these regional teams is appropriate; and

F. WHEREAS upon execution this IGA shall supersede and replace the aforementioned Pima Regional SWAT agreement, which shall terminate.

NOW, THEREFORE, the Parties, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

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Agreement

I. Purpose

The purpose of this IGA is to set forth the terms and conditions under which the Parties, through their law enforcement agencies, will collectively form and operate the Regional Teams described in Section II below.

II. Scope

The Parties will collectively form and operate the following:

Pima Regional SWAT Team, the mission of which is to respond when requested by a Party or other law enforcement entity to potentially life-threatening situations and/or incidents requiring specialized skills, tactics and/or equipment, and to secure, isolate and resolve situations in a manner consistent with escalation of force theories and the preservation of life.

Pima Regional Bomb Squad, the mission of which is to respond when requested by a Party or other law enforcement entity to any of the following: Suspected explosive devices or suspicious packages believed to be hazardous, explosive recoveries, protective sweeps for dignitaries or special events by Explosive Detection Canine teams, post-blast investigations, or other situations requiring specialized training or equipment related to explosive hazards.

Pima Regional Mobile Field Force Team ("MFF"), the mission of which is to respond when requested by a Party or other law enforcement entity to any of the following: civil disobedience, protest, civil disturbance, riot, or sports riot, which requires the response of a cohesive unilateral law enforcement response to mitigate protestor actions during a civil disorder event and to secure, isolate and resolve situations in a manner consistent with escalation of force theories and the preservation of life.

Pima Regional Critical Incident Team, the mission of which is to respond to officer-involved shootings, in-custody deaths or critical incidents when requested by a Party to enhance accountability, transparency, communication and increase trust to improve the legitimacy of independent investigations.

The Parties may choose particular Regional Teams in which to participate. The Parties are not obligated to participate in all Regional Teams. The Chief Executive Officers of the respective law-enforcement agencies shall provide written notice to the others of which Regional Teams they wish to join.

The Parties, through their respective law enforcement agencies, shall develop Standard Operating Procedures and Policies manuals (the "Manuals") specific to each of the regional teams formed under this IGA. The Parties shall work together in good faith through their law enforcement agencies to form and operate the Pima Regional SWAT Team, the Pima Regional Bomb Squad, the Pima Regional MFF Team and the Pima Regional Critical Incident Team as set forth in each respective Manual, which are incorporated herein by this reference.

Additional public agencies may be permitted to join in this IGA upon the unanimous consent of all the then Parties, and execution of a resolution and a counterpart signature page to this IGA by the public agency's governing body. Any new agency so admitted will be deemed to be a "Party" hereunder.

All individuals selected to participate as members of any Regional Team, will continue to be employees of the Parties with which they are associated.

III. Financing

Each Party will fund the procurement of all necessary equipment for its members of the Unit. Grant funds obtained for the Pima Regional SWAT Team, the Pima Regional Bomb Squad, the Pima Regional MFF Team and the Pima Regional Critical Incident Team shall be used for the benefit of all Parties. In the event a Party withdraws from a Regional Team pursuant to Section V(A) or (B) of this IGA, the Party shall not be entitled to any share of grant funds existing at the date of withdrawal, and all such funds shall continue to be used for the benefit of the remaining Parties. Each Party shall bear the costs of its employees incurred in the implementation of this IGA, including wages (including overtime), health insurance, benefits and workers' compensation.

IV. Term

The initial term of this IGA shall be five years beginning July 1, 2021. The parties shall have the option to extend the term of this IGA for two additional five (5) year periods or any portion thereof. Any modification or term extension of this IGA shall be by formal written amendment executed by the Parties.

V. Termination

A. *Withdrawal without Cause.* A Party may terminate its participation in any of the Regional Teams with no less than sixty (60) calendar day written notice to the other Parties. If a Party terminates as a result of a failure of its governing body to budget and appropriate sufficient funds to support that Party's participation, and a sixty calendar day notice is not possible, it shall give the other Parties written notice of the non-appropriation within ten (10) days after the final budget is adopted by its governing body.

B. *Withdrawal for Cause*. A Party may withdraw immediately in the event that a Regional Team, for reasons other than the actions or directions of that Party's Team members, materially breaches the standard operating procedures in a manner that exposes that Party to significant additional legal liability, or the Team or one or more other Parties materially breaches this IGA. Because each Party understands and acknowledges that its withdrawal will cause significant

disruption to the operation of the Regional Teams, it shall not exercise this termination option unless the breach or exposure is significant, material, and of an on-going nature.

C. *Termination in Event of Pima County Withdrawal*. In the event that Pima County terminates its participation in this IGA, and after the duties set forth in subsection D below, this IGA shall terminate as to all Parties. The withdrawal of any Party other than Pima County shall not affect the validity and continuation of the IGA as to the other Parties.

D. *Shutting Down Operations*. Upon expiration of this IGA, or in the event of an earlier termination as to all the Parties, whether by agreement of the Parties or as a result of Pima County's withdrawal, the remaining Parties hereto shall cooperate in good faith to close the operation of the Regional Teams in a manner that is safe and fiscally sound. The Parties at the time of the termination or expiration shall continue to be liable in their proportionate shares on any long-term financial obligation of the Regional Teams, such as the payment of rent, provided that such obligations were authorized by them under this IGA or any supplement.

E. *Disposition of Equipment*. In the event a Party terminates its participation or withdraws from the Team pursuant to Section V (A) or (B), any uniforms purchased through grant funding and assigned to members of the terminating or withdrawing Party shall remain the property of the Jurisdiction. All equipment purchased through grant funding and assigned as Team equipment will remain with the remaining Parties. A terminating or withdrawing Party shall retain any personal equipment purchased for its members by the Party. In the event this IGA is terminated pursuant to Section V(C), all equipment purchased for the Team through grant funding shall be divided proportionally among the Parties.

VI. Insurance

Each Party shall obtain and maintain at its own expense, during the entire term of such Party's participation in this IGA, the following type(s) and amounts of insurance:

a) Commercial General Liability in the amount of $2,000,000.00 combined, single limit Bodily Injury and Property damage;

b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this IGA with limits in the amount of $1,000,000.00 combined single limit or $1,000,000.00 Bodily Injury, $1,000,000.00 Property Damage;

c) Worker's compensation coverage, including employees' liability coverage, as required by law.

A Party may self-insure as permitted by law.

VII. Indemnification.

To the extent permitted by law, each Party (as "indemnitor") agrees to indemnify, defend and hold harmless each of the other Parties (as "indemnitee(s)") 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, including death, or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee(s), are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

VIII. Compliance with Laws

The Parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. As to parties that are Indian tribes, an Executive Order shall only be deemed to be applicable if it specifically names "Indian tribes" as being within the scope of the order, and the person issuing the Order has lawful authority to issue an Executive Order that would be lawfully binding upon Indian tribes. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in any court of competent jurisdiction.

IX. Non-Discrimination

In performance of this IGA the Parties shall 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 in the course of carrying out their duties pursuant to this IGA. The Parties who are not Indian tribes shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein. Those parties that are Indian Tribes shall comply with all anti-discrimination laws and ordnances specifically made applicable to Indian tribes by law.

X. ADA

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

XI. Severability

If any provision of this IGA, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.

XII. Conflict of Interest

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

XIII. Legal Authority.

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

XIV. Workers' Compensation.

Each Party who is not an Indian tribe shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Workers' Compensation benefits or other fringe benefits of said employees.

XV. No Joint Venture.

It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between one Party's employees, and any other Party hereunder. No 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.

XV. No Third-Party Beneficiaries.

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of any Party

to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

XVI. Sovereign Immunity.

Nothing in this IGA shall be construed as an express or implied waiver of the sovereign immunity of any party in any forum or jurisdiction. Provisions of this IGA shall apply to Native American jurisdictions only to the extent that they do not violate Native American sovereignty.

XVII. Immigration Laws.

The Parties hereby warrant that they will at all times during the term of this IGA comply with all federal immigration laws applicable to each party's employment of its employees, and with the current requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration laws"). The Parties shall further ensure that each subcontractor who performs any work for the party under this IGA likewise complies with the State and Federal Immigration Laws.

XVIII. Entire Agreement.

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

XIX. Counterparts.

This IGA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterpart may be removed from such counterpart and attached to a single instrument**.**

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In Witness Whereof, each Parties has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

PIMA COUNTY:

Sharon Bronson Date
Chairman, Board of Supervisors

ATTEST:

Julie Castaneda Date
Clerk of the Board

Chris Nanos Date
Sheriff of Pima County

In Witness Whereof, each Parties has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

TOWN OF ORO VALLEY

Joe Winfield Date
Mayor of Oro Valley

ATTEST:

Michael Standish Date
Town Clerk

Kara Riley Date
Chief of Police, Oro Valley

In Witness Whereof, each Parties has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

TOWN OF SAHUARITA **ATTEST**:

Tom Murphy Date
Mayor of Sahuarita

Lisa Cole Date
Town Clerk

John Noland Date
Chief of Police, Sahuarita

In Witness Whereof, each Parties has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

CITY OF SOUTH TUCSON

Bob Teso Date
Mayor of South Tucson

ATTEST:

Veronica Moreno Date
City Clerk

Manuel Amado Date
Chief of Police, South Tucson

In Witness Whereof, each Parties has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

TOWN OF MARANA **ATTEST**:

Ed Honea Date Mayor of Marana	Cherry Lawson Date Town Clerk

Reuben Nunez Date
Chief of Police, Marana

In Witness Whereof, each Parties has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

PASCUA YAQUI TRIBE

Peter Yucupicio Date
Tribal Council Chairman

ATTEST:

Francisco Valencia Date
Tribal Council Secretary

Michael Valenzuela Date
Chief of Police, Pascua Yaqui Tribe

In Witness Whereof, each Parties has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

TUCSON AIRPORT AUTHORITY

Danette Bewley Date
President/CEO Tucson Airport Authority

ATTEST:

Cathy Borders Date
Executive Assistant to the President

Chief Scott Bader Date
Tucson Airport Police Department

In Witness Whereof, each Parties has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

CITY OF TUCSON

Regina Romero Date
Mayor of the City of Tucson

Chris Magnus Date
Chief of Police, City of Tucson

ATTEST:

Roger Randolph Date
City Clerk

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, 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 Intergovernmental Agreement represented by the undersigned.

Sean Holguin Date
Deputy County Attorney, Pima County

Tobin Sidles Date
Oro Valley Town Attorney

Daniel J. Hochuli Date
Sahuarita Town Attorney

Bobby Yu Date
City of South Tucson Attorney

Jane Fairall Date
Marana Town Attorney

Alfred Urbina Date
Attorney General, Pascua Yaqui Tribe

Christopher Schmaltz Date
General Counsel, Tucson Airport Authority

Mike Rankin
Tucson City Attorney

Council-Regular Meeting **C3**

Meeting Date: 06/15/2021

To: Mayor and Council

From: Libby Shelton, Deputy Town Attorney

Date: June 15, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-081: Relating to Administration; approving the Travel and Training for Elected and Appointed Officials Administrative Directive for application to the Town's elected and appointed officials.

Discussion:

In 2015, the Town Manager implemented administrative directives for Town employees related to Business Meals and Food-Related Function Expenses and to Travel and Training. On October 20, 2015, the Town Council adopted Resolution No. 2015-111 approving these administrative directives for application to the Town's elected and appointed officials.

The Town Manager and staff have changed the Travel and Training Administrative Directive to have one administrative directive for elected and appointed officials and a separate administrative directive for Town employees. In addition, the Town Manager and staff have updated the Travel and Training for Elected and Appointed Officials Administrative Directive. Council approval of the Travel and Training for Elected and Appointed Officials Administrative Directive is requested tonight for application of the updated provisions to the Town's elected and appointed officials.

Besides having a separate administrative directive for elected and appointed officials, the one substantive change is in section 5.10.2.1 related to rate of per diem method of meal reimbursement and directing to the U.S. General Services Administration (GSA) rates for the travel location.

Financial Impact:

Fiscal Year:	2022
Budgeted Y/N:	Y

Budget authority has been included in the FY 2022 budget for elected official travel and training.

Staff Recommendation:

Staff recommends approval of the Travel and Training for Elected and Appointed Officials Administrative Directive.

Suggested Motion:

I move to adopt Resolution 2021-081, approving the Travel and Training for Elected and Appointed Officials Administrative Directive.

Attachments

Resolution

Exhibit A

MARANA RESOLUTION NO. 2021-081

RELATING TO ADMINISTRATION; APPROVING THE TRAVEL AND TRAINING FOR ELECTED AND APPOINTED OFFICIALS ADMINISTRATIVE DIRECTIVE FOR APPLICATION TO THE TOWN'S ELECTED AND APPOINTED OFFICIALS

WHEREAS, the Town Council has established broad guidelines and parameters regarding the administration of the Town through the Marana Town Code and other ordinances and policies; and

WHEREAS, Section 3-2-1(G) of the Marana Town Code provides that the Town Manager shall be the chief administrative officer and head of the administrative branch of the Town and shall execute general administrative supervision and control of the affairs of the Town; and

WHEREAS, on September 15, 2009, the Town Council approved Resolution No. 2009-164 authorizing the Town Manager to implement an administrative directive system for carrying out certain administrative functions and providing consistency in the performance of administrative tasks, in the use of Town resources and equipment, and in the implementation of the Town Code and other ordinances and policies; and

WHEREAS, the administrative directive system approved by Resolution No. 2009-164 included the provision that any administrative directive relevant to the Town's elected and appointed officials would be brought before the Council for its consideration and adoption by resolution; and

WHEREAS in 2015, the Town Manager implemented administrative directives for Town employees related to Business Meals and Food-Related Function Expenses and to Travel and Training, and on October 20, 2015, the Town Council adopted Resolution No. 2015-111 approving these administrative directives for application to the Town's elected and appointed officials; and

WHEREAS on June 19, 2018, the Town Council adopted Resolution No. 2018-064 updating the Business Meals and Food-Related Function Expenses and Travel and Training administrative directives for application to the Town's elected and appointed officials; and

WHEREAS, the Travel and Training for Elected and Appointed Officials Administrative Directive is for elected and appointed officials and there is a separate Travel and Training Administrative Directive for Town staff and the administrative directives have also been updated; and

WHEREAS, the Town Council finds that approving the Travel and Training for Elected and Appointed Officials Administrative Directive for application to the Town's elected and appointed officials is in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Travel and Training for Elected and Appointed Officials Administrative Directive, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved for application to the Town's elected and appointed officials.

IT IS FURTHER RESOLVED that the Town Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, conditions and objectives of the administrative directive approved by this resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of June 2021.

Mayor Ed Honea

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

MARANA AZ

ADMINISTRATIVE DIRECTIVE

Title: Travel and Training for Elected and Appointed Officials
Issuing Department: Finance
Effective Date: July 1, 2021
Approved: Terry Rozema, Town Manager

1.0 PURPOSE

The purpose of this directive is to ensure that elected and appointed officials' travel is consistent with the business objectives of the Town of Marana. It also ensures fair and equitable treatment of officials by defining procedures for authorized business travel and guidelines for expense reimbursement.

2.0 DEPARTMENTS AFFECTED

Elected and appointed officials

3.0 REFERENCES

3.1 IRS Publication 15, (Circular E), Employer's Tax Guide

3.2 IRS Business Mileage Rates

3.3 U.S. General Services Administration (GSA), Travel and Relocation Policy

4.0 DEFINITIONS

4.1 Business purpose: Activities that contribute to any one of the Town's major objectives and will benefit elected and appointed officials' ability to be more productive. The purpose must be for the public's benefit and related to the Town's business activities.

4.2 Commuting expense: An expense for travel between a personal residence and a regular duty post.

4.3 Duty post: The place where an elected or appointed official spends the largest portion of the regular workday or working time.

4.4 Elected or appointed official: The Town of Marana Mayor or any Town of Marana Councilmember.

4.5 Incidental expenses: (1) Fees and tips given to porters, baggage carriers, bellhops, hotel maids, stewards or stewardesses; and (2) transportation between places of lodging or business and places where meals are taken, if suitable meals cannot be obtained at the lodging.

4.6 Lodging: Actual room charges, mandatory service charges and taxes for overnight sleeping facilities. Does not include accommodations on airplanes, trains, buses, or ships, which are included in the cost of transportation.

4.7 Per diem: The allowance for meals and incidental expenses. The per diem rate is established by the Town Manager as part of the annual budget process. The rate shall not exceed the rates established by the General Services Administration (GSA).

4.8 Reporting period: The 10-day period within which a Travel Reconciliation Form must be submitted after the end of a trip.

4.9 Residence: The primary residence where the traveler lives, regardless of other legal or mailing addresses.

4.10 Transportation expenses: Expenses for means of conveyance or travel from one place to another (e.g., airplane, automobile, taxi, airport shuttle service).

4.11 Traveler: An elected or appointed official traveling for a Town of Marana business purpose.

4.12 Travel expenses: Expenses that are ordinary and necessary to accomplish the official business purpose of a trip, such as registration, transportation, lodging and business expenses directly related to travel. The use of Town Funds is limited to expenses of only the elected or appointed official.

5.0 POLICIES AND PROCEDURES

5.1 General guidelines.

5.1.1 In recognition of the fact that elected or appointed officials may need to represent the Town at conferences and meetings and may incur expenses in the course of their travel, this policy establishes procedures for requesting and receiving payment for travel and travel-related expenditures. Travel is warranted when personal contact is the most effective method of conducting official Town business or training. To maximize the effectiveness of Town resources allocated to travel activities, the elected or appointed official's travel should be via the best cost alternative, consistent with good business practices. Neither luxury, nor sub-standard modes of transportation and accommodations should be used.

5.1.2 Elected or appointed official travel, and the expenses associated with it, will be authorized only in circumstances which are clearly consistent with the mission of the Town. It will be the responsibility of each elected or appointed official to ensure that all travel meets this objective and that reimbursement be made only for actual, reasonable business expenses in connection with authorized travel as defined in this directive. In order to maintain control over expenditures, any expense submitted which does not comply with the guidelines of this directive will not be reimbursed, unless accompanied by a written approval from the Town Manager.

5.1.3 Travel is conducted and reimbursed according to Town policy regardless of the funding

source of the travel expense.

5.1.4 In general, air travel will be used for out-of-state travel and ground travel will be authorized for in-state travel.

5.2 Travel request. All travel must be requested in advance using the official Town Travel Authorization Form (TAF), (Attachment A). Travel requires review by the Town Manager and the Finance Director to ensure budget capacity and the business purpose are adequate.

5.3 Incurring travel expenses. Subsequent to the travel request, travel arrangements, including airfare, rental car, lodging and planning of meetings can be coordinated through the appropriate departmental support staff. The Town will use appropriate online travel sites to facilitate the procurement of travel.

5.4 Payment of travel expenses. Travel expenses for authorized travel may be paid by the traveler and reimbursed pursuant to the terms of this directive, paid by a Town credit card, paid directly to the vendor with a check request, or the traveler may request a travel advance.

5.4.1 Requests for travel advances must be received by Finance at least two weeks prior to date of departure. When advance requests are not received two weeks prior to travel, travelers will be reimbursed upon return and completion of the Travel Reconciliation Form.

5.5 Air travel. Air travel will be via the safest, most direct, and economical means.

5.5.1 Use of "Non-Refundable" airfares is recommended, as well as the lowest available coach, economy, or discount. These fares are often considerably less expensive than refundable unrestricted fares. In most cases, if the travel must change or the trip is canceled altogether, the funds can be used as a credit toward future travel, less a service charge imposed by the airline.

5.5.2 Travelers may either drive and park their personal vehicle at the airport or take a taxi or shuttle to and from the airport. Regardless of the method chosen, the Town will reimburse the traveler for whichever method is less expensive. If the traveler is dropped off or picked up using a personal vehicle, parking and mileage is not reimbursable.

5.5.3 Reasonable fees such as baggage fees, taxes, and other necessary fees will be reimbursed. Discretionary fees such as early boarding passes or optional upgrades will not be reimbursed (see section 5.13 below).

5.5.4 Travelers choosing to use personal modes of travel between cities serviced by regularly scheduled airlines will be reimbursed based on least expensive airfare or actual expenses, whichever is less.

5.6 Auto rental. If the traveler travels out-of-state via air travel, the traveler may be authorized to obtain a rental car. If the traveler's lodging is more than five miles from the training/conference site, car rental may be the most cost effective. Otherwise, taxi, airport, or hotel shuttle service may be a more cost effective option. An auto rental must be used only in reasonable and economical situations. A traveler can request either compact or intermediate size cars. Rentals for other types of cars are not permitted.

5.6.1 Wherever possible, the traveler must refill gasoline prior to returning rental car for drop off.

5.6.2 Any personal portion of the cost of a rental car must be subtracted from the total rental bill before requesting reimbursement. The personal portion is calculated by prorating the cost of the rental over the number of days for personal use and number of days for business use.

5.6.3 No reimbursement is allowed for vehicle liability insurance, collision damage waiver, or optional upgrades purchased by the traveler. The Town's insurance program includes the same coverage for rental cars as cars owned by the Town. If the traveler accepts extra insurance cost for a domestic car rental in order to be covered during the personal portion of the trip, the entire cost of the insurance coverage for the entire rental period will be a personal expense and not reimbursable.

5.7 Shuttle/taxi. If the traveler travels out-of-state via air travel, then taxi, shuttle, or other means of transportation may be reimbursed if it is the most reasonable and economical means for the traveler.

5.8 Ground travel. In order to receive reimbursement for mileage and/or parking fees, the traveler must complete a Mileage Reimbursement Log (Attachment B) specifying purpose of trip, start and finish odometer reading, reduction of commute miles, point of origin, destination and time of trip. Mileage in excess of commute miles at an amount established by the IRS will be reimbursed for Town business. If odometer readings are not available, internet map services such as MapQuest can be used.

5.8.1 A traveler who receives a monthly stipend for mileage reimbursement shall not be entitled to receive additional mileage reimbursement for travel of one day's duration or less, unless such travel exceeds 25 miles beyond Pima County.

5.8.2 The traveler assumes the responsibility for all parking and traffic citations or fines.

5.9 Lodging. The Town will pay the actual costs of overnight lodging at the government rate (i.e., GSA lodging rate), "conference block" rate, or the most economical rate available. These rates should be requested when making hotel reservations.

5.9.1 Hotels normally hold a confirmed room, with a confirmation number, without prior financial commitment until approximately 6:00 p.m. on the check-in date (local destination time). In order to hold a confirmed reservation beyond that hour, the hotel will generally require an advance deposit (normally prepayment for one night) or a guarantee by the traveler's credit card. After a deposit is submitted or a guarantee is made, the traveler is responsible for notifying the hotel of cancellation. The traveler will not be reimbursed for the deposit or guarantee penalty if he/she fails to make a cancellation notification unless there is extreme extenuating circumstances beyond the control of the traveler (for example, a canceled flight). Such circumstances must be documented on the Travel Reconciliation Form, with the documented confirmation number.

5.9.2 Some hotels hosting large conferences may require a prepayment irrespective of the guest's arrival time. Such prepayments should generally be charged to the Town. If the prepayment is required in excess of ten days before the conference, the prepayment can be made directly by the Town to the hotel through submission to Accounts Payable on a Check Request form.

5.9.3 Meals and incidentals on lodging receipts must be itemized separately. Discretionary

expenses, such as expenses for in-room stocked mini-bar or in-room movies will not be reimbursed (see section 5.13 below).

5.9.4 The Town reimburses travelers for the single occupancy cost of a standard room.

5.9.5 When traveling to a conference, it is appropriate to stay at the hotel hosting the conference, assuming that the daily rate is not unreasonably expensive relative to other alternatives.

5.10 Meal Reimbursement. The Town will reimburse meals up to the per diem rate.

5.10.1 On the days of travel to or from the destination, reimbursements should be adjusted for the traveler's departure and return times to exclude any meals not incurred during the time of travel using the schedule below.

Departure Time	Return Time	Eligible Meal
Before 7:00 a.m.	After 10:00 a.m.	Breakfast
Before 12:00 p.m.	After 1:00 p.m.	Lunch
Before 4:00 p.m.	After 6:00 p.m.	Dinner

5.10.2 The traveler may receive meal reimbursement by one of the following methods:

5.10.2.1. Per Diem. The traveler may choose to receive per diem. Receipts are not required if the per diem method of meal reimbursement is chosen. The rate of per diem is determined by the U.S. General Services Administration (GSA) rates for the travel location. Please use the following website to determine the appropriate rate: https://www.gsa.gov/travel/plan-book/per-diem-rates.

5.10.2.2. Actual Expenses. The traveler may choose to be reimbursed for actual expenses up to the per diem rate. Detailed receipts are required when the actual expenses method of meal reimbursement is chosen. The Town will not pay for alcoholic beverages.

5.10.3 If a Town credit card is used for meals, itemized receipts are required and payment is limited to the amount actually spent for a meal, not to exceed the maximum per diem rate. Actual itemized receipts are required for all meal expenses paid for by a Town credit card.

5.11 Reconciliation/reimbursement procedures. Within ten days of returning from travel, the traveler must complete a Travel Reconciliation Form and attach the required receipts and documentation. The Travel Reconciliation Form must be certified by the traveler and signed by the Town Manager and the Finance department. The following documentation must be included with the Travel Reconciliation Form:

5.11.1 A receipt, invoice, or brochure providing the registration amount and information for registration amounts paid.

5.11.2 Itemized receipts for lodging expenses.

5.11.3 Itemized receipts for airfare.

5.11.4 Itemized receipts should be provided for taxi, shuttle, baggage fees, or any other business expense that is authorized in this policy.

5.12 Lost receipts. If a lodging or other required receipt is not issued or is lost, a Lost Receipt Affidavit (Attachment D) will be sufficient documentation of the actual cost. The Town

expects that a good faith effort will be made by a traveler to collect and retain all required receipts. The traveler should avoid using a Lost Receipt Affidavit unless absolutely necessary. Receipts are always the preferred form of documentation.

5.13 Non-reimbursable expenses. The following expenses are not reimbursable under this directive. This list is not intended to be a complete list of unallowable items; travelers are expected to exercise good judgment:

5.13.1 Alcohol

5.13.2 Car rental insurance purchased for domestic travel

5.13.3 Child care

5.13.4 Commuting expenses

5.13.5 Corporate card delinquency fees or finance charges

5.13.6 Dues in private clubs

5.13.7 Early boarding passes or similar for air travel

5.13.8 Frequent flier and other similar awards for hotel and car rentals

5.13.9 Gym and recreational fees, including massages and saunas

5.13.10 In-room movies

5.13.11 In-room stocked mini-bar items

5.13.12 Insurance costs such as life insurance, flight insurance, personal automobile insurance and baggage insurance

5.13.13 Laundry or valet service for travel of fewer than five days

5.13.14 Lost baggage

5.13.15 Loss or theft of cash advance money, airline tickets, personal funds or property

5.13.16 "No-show" charges for hotel and car service, unless extreme extenuating circumstances are documented

5.13.17 Optional upgrades (air, hotel, car, etc.)

5.13.18 Parking tickets or traffic violations

5.13.19 Personal automobile repairs

5.13.20 Personal banking fees

5.13.21 Personal credit card fees

5.13.22 Personal entertainment

5.13.23 Personal grooming services, such as barbers, hairdressers and shoe shines

5.13.24 Personal telephone charges in excess of reasonable calls home, generally one per day

5.13.25 Pet care

5.14 Miscellaneous expenses. Certain miscellaneous expenses essential to the purpose of authorized travel may be reimbursed. Miscellaneous expenses include: registration (if not prepaid), costs of presentations, published proceedings, and other actual expenses in

connection with professional meetings, conferences and seminars.

5.15 Combining town and personal travel. The Town does not pay travel expenses that are not required for official Town business. A traveler combining personal travel before or after a conference or business trip is responsible for the total cost of the personal travel. Personal travel expenses will not be reimbursed, nor can it be reflected in any Town business expenses. The Town will reimburse travel expenses at the lowest cost that should have been incurred for the business purpose.

5.15.1 Expenses of a spouse, family member, or others accompanying the business traveler are not reimbursable and are not to be charged on the Town credit card.

5.16 Indirect routes. If the traveler takes an indirect route or interrupts a direct route for other than Town business, reimbursement for air fare will be at either the actual charge or the charge that would have been incurred by traveling the direct route by the most economical means, whichever is less.

5.17 Unauthorized travel expenses. The traveler will be required to reimburse the Town for unauthorized travel expenses. The Finance Department will make every effort to establish a repayment schedule that meets the Finance Department's responsibility to recoup public funds in a timely manner and incorporates consideration for the traveler's ability to repay. Repayment shall be made by cash or personal check. Should the traveler fail to make any required repayments, Finance may deduct the amount of repayment by payroll deduction when all other means have been exhausted.

6.0 RESPONSIBILITIES

6.1 Traveler responsibilities.

6.1.1 All travelers are responsible for understanding and following this directive.

6.1.2 Travelers shall be personally financially responsible for unauthorized travel expenses.

6.1.3 Requests must be submitted at least two weeks before the intended departure date.

6.1.4 Travelers should spend Town funds prudently. Business travel expenses will be paid by the Town only if they are reasonable, necessary and in accordance with this directive.

6.1.5 A travel request should be submitted prior to incurring any costs related to travel.

6.1.6 The traveler requesting travel should notify support staff as early as possible of necessary travel arrangements. Travel plans made 7 to 14 days or more in advance of a trip will, in most cases, cost considerably less.

6.1.7 The lowest fare itinerary shall be used that meets the travel demands of the event.

6.1.8 The traveler is expected to only incur expenses that are consistent with the business purpose of the trip, and to exercise care in determining appropriate expenditures.

6.1.9 The traveler is responsible for submitting the Travel Reconciliation Form and all forms related to his/her travel within ten business days of the conclusion of the travel. The traveler may delegate responsibility for preparation of the forms, but will always retain accountability for travel expenses.

6.1.10 Individuals preparing Travel Reconciliation Forms have the responsibility for applying

the correct account to each receipt to ensure compliance with Town requirements.

6.2 Town Manager responsibilities

6.2.1 The Town Manager is responsible for ensuring the travel is necessary to achieve Town goals in accordance with this directive.

6.3 Finance Department responsibilities

6.3.1 The Finance Department is responsible for the overall financial management of the Town's budget and may request information required to support the purposes of this directive.

7.0 ATTACHMENTS

7.1 Attachment A - Travel Authorization Form (TAF)

7.2 Attachment B - Mileage Reimbursement Log (MRL)

7.3 Attachment C – Travel Reconciliation Form

7.4 Attachment D – Lost Receipt Affidavit

REVISION HISTORY

REV	*DESCRIPTION OF CHANGE*	*DATE*
OR	Original Release – Employees	7/1/15
REV	Revision	9/1/15
OR	Original Release – Elected and appointed officials	10/20/15 (Resolution No. 2015-111)
REV	Revision – Employees and elected and appointed officials	6/19/18 Resolution No. 2018-064)
REV	Revision – Separate directives for employees and elected or appointed officials	7/1/2021

Caution: A copy of this Administrative Directive is an uncontrolled document. It is your responsibility to ensure you are using the current version. The electronic version is the only acceptable and controlled Administrative Directive.

Council-Regular Meeting **C4**

Meeting Date: 06/15/2021

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: June 15, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-082: Relating to Development; approving a final block plat for Marana Tech Center Blocks A & B located at the southwest corner of Tangerine Road and Breakers Road (Brian D. Varney)

Discussion:

Request
An application has been submitted by KAEKO, Inc., an architecture and engineering firm representing the property owner, Marana Technology Campus, LLC, requesting approval to subdivide a 6.86 acre parcel into two blocks, A and B.

Zoning
The area of the proposed plat is located within the Marana Technology Campus development and is zoned Heavy Industry. The Marana Town Council adopted Ordinance No. 2014.002 on February 18, 2014, approving the rezoning for the approximately 23.9 acres of the Marana Technology Campus.

Plat Subdivision
The proposed plat is comprised of 6.86 acres of land and proposes two blocks, Block A measuring 3.004 acres (130,845 square feet) and Block B measuring 3.858 acres (168,064 square feet).

Access and Traffic Circulation
Access to the proposed subdivision is anticipated from both Tangerine Road and Breakers Road. Block A is proposed to be accessed only from Tangerine Road, and Block B will most likely be accessed from Breakers Road.

Infrastructure and Utilities
The subdivision will be served by Marana Water, TRICO, and Southwest Gas. Wastewater service will be provided by on-site wastewater disposal systems (septic). Fire service will be provided by Northwest Fire District.

Staff Recommendation:
Staff has reviewed the proposed final block plat against the requirements of Ordinance No. 2014.002, the Marana Land Development Code, and the Marana General Plan. The proposed plat is in substantial conformance with all required development regulations, and staff recommends approval.

Suggested Motion:
I move to adopt Resolution No. 2021-082 approving the Final Block Plat for Marana Tech Center Blocks A & B.

Attachments

Resolution
PRV2105-002 FBP Marana Tech Center Final Plat
PRV2105-002 FBP MTC_Map
PRV2105-002 FBP MTC_App

MARANA RESOLUTION NO. 2021-082

RELATING TO DEVELOPMENT; APPROVING A FINAL BLOCK PLAT FOR MARANA TECH CENTER BLOCKS A & B LOCATED AT THE SOUTHWEST CORNER OF TANGERINE ROAD AND BREAKERS ROAD

WHEREAS on February 18, 2014, the Mayor and Town Council adopted Ordinance 2014.002, approving a rezoning of approximately 23.9 acres for the Marana Technology Campus from Zone C - Large Lot Zone and Zone E - Transportation Corridor Zone to Heavy Industry (HI); and

WHEREAS KAEKO, Inc., representing Marana Technology Campus, L.L.C., has applied for approval of the final block plat for Marana Tech Center Blocks A & B, located at the southwest corner of Tangerine Road and Breakers Road; and

WHEREAS the Marana Town Council, at the regularly scheduled meeting on June 15, 2021, determined that final block plat for Marana Tech Center Blocks A & B should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the final block plat for Marana Tech Center Blocks A & B is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of June, 2021.

Mayor Ed Honea

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

GENERAL NOTES:

1. THE GROSS AREA OF THIS PLAT IS 6.862 ACRES (298,909 SQ.FT.) BEING COMPOSED OF THE FOLLOWING CLASSIFICATIONS:

TOTAL NUMBER OF PARCELS IS 2		
TOTAL AREA OF BLOCK A IS	3.004 ACRES	(130,845 SQ.FT.)
TOTAL AREA OF BLOCK B IS	3.858 ACRES	(168,064 SQ.FT.)
TOTAL COMBINED PARCEL AREA IS	6.862 ACRES	(298,909 SQ.FT.)
TOTAL LINEAR MILES OF NEW PUBLIC STREET IS	0.000 MILES	(0,000 LINEAR FEET)
NEW STREETS R.O.W IS	0.000 ACRES	(000,000 SQ.FT.)
SUMMARIZED TOTALS:	6.862 ACRES	(298,909 SQ.FT.)

2. NO FURTHER LOT SPLITTING WILL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
3. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
4. 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 CORRIDORS.
5. OBJECTS AND MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30" AND 72" ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
6. THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
7. INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATION WITHIN PUBLIC RIGHTS-OF-WAY.
8. THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. 45-576.
9. THIS DEVELOPMENT WILL BE SERVED BY PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEMS (SEPTIC).
10. THE BASIS OF BEARINGS OF THIS PROJECT IS THE CENTERLINE OF TANGERINE ROAD HELD BETWEEN THE NORTH QUARTER CORNER AND THE NORTHEAST QUARTER CORNER MONUMENTS OF SECTION 5. SAID BEARING TAKEN AS NORTH 90°00'00" EAST AS NOTED ON SHEET 2 OF 2.
11. THE CURRENT ZONING DESIGNATIONS OF THE PARCELS WITHIN THE PLAT AREA IS "HI" FOR HEAVY INDUSTRY. ZONING DESIGNATION "HI" HAS A MINIMUM LOT SIZE OF 1 ACRE.
12. THIS DEVELOPMENT IS SUBJECT TO CONDITIONS OF REZONING ORDINANCE #2014.002 AND RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS AS RECORDED IN SEQUENCE NUMBERS 20151800826, 20181520549 AND 20193520797.
13. THIS DEVELOPMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF A PUBLIC WATER INFRASTRUCTURE PARTICIPATION AND WATER SERVICE AGREEMENT AS RECORDED IN SEQUENCE NUMBER 20142260255 AND A SETTLEMENT AGREEMENT AS RECORDED IN SEQUENCE NUMBER 20210500126.

DEDICATIONS:

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

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

MARANA TECHNOLOGY CAMPUS LLC, AN ARIZONA LIMITED LIABILITY COMPANY

_____
DOUGLAS J. GRATZER, MEMBER

MARANA TECHNOLOGY CAMPUS, LLC
11821 N. MARANA TECH DRIVE
MARANA, ARIZONA 85653
PH: (520) 742-0457
CONTACT: DOUG GRATZER
EMAIL: doug@gratzeraz.com

ACKNOWLEDGMENT:

STATE OF ARIZONA)
)SS
COUNTY OF PIMA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF_____, 2021, BY DOUG GRATZER, MEMBER OF MARANA TECHNOLOGY CAMPUS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY.

MY COMMISSION EXPIRES: _____

BY: _____
NOTARY PUBLIC

ASSURANCES ARE NOT REQUIRED:

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

BY _____
TOWN OF MARANA DATE

ASSURED WATER SUPPLY:

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

BY _____
MARANA WATER DIRECTOR DATE

CERTIFICATION:

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

BY _____
CLERK OF THE TOWN OF MARANA DATE

TOWN OF MARANA APPROVALS:

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

BY_____
MARANA PLANNING DIRECTOR DATE

FLOOD ZONE DESIGNATION:

REVIEW OF THE F.E.M.A. INSURANCE RATE MAP 04019C10456, DATED JUNE 16, 2011 AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) SHOWS THAT THE PROJECT SITE LIES WITHIN FLOOD ZONE "AO". ZONE "AO" IS DEFINED BY FEMA AS "AREAS HAVING FLOOD DEPTHS OF 1 TO 3 FEET (USUALLY SHEET FLOW ON SLOPING TERRAIN) AVERAGE DEPTHS DETERMINED. FOR AREAS OF ALLUVIAL FLOODING, VELOCITIES ALSO DETERMINED".

_____
GEOFFREY K. BRIMHALL
REGISTERED LAND SURVEYOR
RLS NUMBER 33308

REGISTERED LAND SURVEYOR CERTIFICATE NO. 33308 GEOFFREY K. BRIMHALL Date Signed ARIZONA, U.S.A.

CERTIFICATION OF SURVEY:

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

_____
GEOFFREY K. BRIMHALL
REGISTERED LAND SURVEYOR
RLS NUMBER 33308

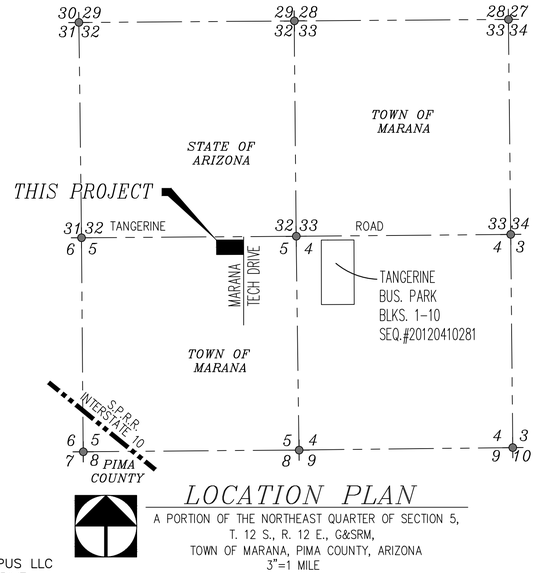
REGISTERED LAND SURVEYOR CERTIFICATE NO. 33308 GEOFFREY K. BRIMHALL Date Signed ARIZONA, U.S.A.

CERTIFICATION OF ENGINEERING:

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

_____
NATHAN J. COTTRELL
REGISTERED CIVIL ENGINEER
P.E. NUMBER 34081

Registered Professional Engineer (Civil) CERTIFICATE NO. 34081 NATHAN J COTTRELL Date Signed ARIZONA, U.S.A.



LOCATION PLAN
A PORTION OF THE NORTHEAST QUARTER OF SECTION 5, T. 12 S., R. 12 E., G&SRM, TOWN OF MARANA, PIMA COUNTY, ARIZONA
3"=1 MILE

OWNER:
MARANA TECHNOLOGY CAMPUS LLC
11821 N. MARANA TECH DRIVE
MARANA AZ 85658-9683

LAND SURVEYOR:
GEOFFREY K. BRIMHALL
REGISTERED LAND SURVEYOR
RLS NUMBER 33308
KAEKO
4655 N FLOWING WELLS RD
TUCSON, AZ 85705
(520) 690-1669
GEOFF.BRIMHALL@KAEKOINK.COM

SITE ADDRESS:
MARANA TECHNOLOGY CAMPUS LLC
11951 N. MARANA TECH DRIVE
MARANA AZ 85658-9683

LEGEND

——— – ———	MONUMENT LINE (EXISTING)
———————	PROPERTY BOUNDARY
——— – – ———	EXISTING RIGHT-OF-WAY
———————	PROPOSED LOT LINE
— — — — —	EASEMENT AS NOTED
——— - - ———	100 YEAR FLOODPLAIN
- - - - - - - - - -	EROSION HAZARD SETBACK
△	FND. SECTION CORNER MONUMENT AS NOTED
⊠	NEW BRASS CAP SURVEY MONUMENT
▨	EXISTING BRASS CAP SURVEY MONUMENT
◉	SET 1/2" REBAR BY A LAND SURVEYOR REGISTERED IN ARIZONA
ESMT	EASEMENT
NAE	NO ACCESS EASEMENT
ROW	RIGHT-OF-WAY
FND.	FOUND

RECORDING:

STATE OF ARIZONA)
)SS
COUNTY OF PIMA)

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

DATE: _____

TIME: _____

WITNESS MY HAND AND OFFICIAL SEAL DAY AND YEAR ABOVE WRITTEN GABRIELLA CAZARES-KELLY, COUNTY RECORDER

BY: _____
DEPUTY

SEQ#

KAEKO
4655 N. FLOWING WELLS ROAD, TUCSON, AZ 85705
PHONE: 520.690.1669 FAX: 623.748.9008

PRV2105-002

SHEET	OF
1	2

DWG NO.: FP-1

DESIGNED BY: GKB
DRAWN BY: ALB
DATE: 04/21/21
JOB No.: 7020592
SCALE:

FINAL BLOCK PLAT
FOR
MARANA TECH CENTER
BLOCKS A & B
A PORTION OF THE NE ¼ OF SECTION 5, T12S, R12EG&SRM, TOWN OF MARANA, PIMA COUNTY, ARIZONA

SEQ#_____

ZONING AG

FD AZDOT BCSM
N1/4 COR SEC 5
T-12-S, R-12-E

232.03'

100' ROW PER
BK. 7, RM, PG. 83

50' ROW

125' ROW

75' ROW PER
SEQ. NO. 20190950130

BASIS OF BEARING N90°00'00"E 2641.02'

N90°00'00"E 1232.03'

1000.00'

TANGERINE RD

BK. 7 ROAD MAPS, PAGE 83

FD BCSM IN CONC
STMP'D RLS 33308

FD AZDOT BCSM
NE COR SEC 5
T-12-S, R-12-E

SEQ#

NORTH

40' 0' 40' 80'

SCALE: 1" = 40'

276.6'

227.46'

N89°54'27"E 930.17'

424.00'

506.17'

APN 216-08-0040
QURESHI

ZONING C

EROSION HAZARD SETBACK

BLOCK A
130,845 S.F.

100 YEAR
FLOODPLAIN

50'

50'

N00°14'31"W 308.94'

N00°14'31"W 308.25'

BLOCK B
168,064 S.F.

R=40.00'
L=62.66'
D=89°45'27"

30'

432.34'

WATER ESMT
20162180464

ELEC ESMT
20163210083

DRAINAGE ESMT
20162180465

N00°14'31"W 267.49'

MARANA TECH DR.

60' ROW

30' 30'

ROW PER SEQ.
NO. 20190950130

ROW PER
DKT.12053,
PG. 3947

APN 216-08-002J
LEXIS ARIZONA LLC
ZONING HI

S00°14'33"E 1313.19'

100 YEAR FLOODPLAIN

EROSION HAZARD SETBACK

136.2'

188.78'

424.00'

546.00'

N89°54'27"E 970.00'

APN 216-08-008B
PVB HOLDINGS LLC
ZONING HI

FD BCSM IN CONC
STMP'D RLS 33308

100 YEAR FLOODPLAIN

Line Table

Line #	Length	Direction
L1	83.20'	N57°55'54"E
L2	75.86'	N44°28'18"E
L3	96.53'	N24°06'10"E
L4	48.75'	N20°07'48"E
L5	164.28'	N68°01'08"E
L6	140.30'	N88°23'25"E
L7	42.67'	N76°41'49"E
L8	7.66'	N61°04'58"E
L9	38.71'	N52°46'30"E
L10	63.18'	N59°09'20"E
L11	144.70'	N21°17'31"E
L12	31.24'	N24°39'31"E
L13	139.36'	N70°17'49"E
L14	158.54'	N89°17'10"E
L15	28.42'	N67°19'56"E
L16	45.40'	N55°04'21"E

EROSION HAZARD SETBACK

Line Table

Line #	Length	Direction
L17	157.39'	N57°55'54"E
L18	60.98'	N44°28'18"E
L19	85.82'	N24°06'10"E
L20	69.22'	N20°07'48"E
L21	102.77'	N68°01'08"E
L22	49.22'	N59°09'20"E
L23	160.38'	N21°17'31"E
L24	8.74'	N24°39'31"E
L25	110.13'	N70°17'49"E
L26	90.71'	N88°53'21"E
L27	68.73'	N89°57'09"E
L28	43.79'	N67°19'56"E
L29	122.37'	N55°04'21"E

KAEKO
4655 N. FLOWING WELLS ROAD, TUCSON, AZ 85705
PHONE: 520.690.1669 FAX: 623.748.9008

PRV2105-002

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33308
GEOFFREY K.
BRIMHALL
Date Signed.....
ARIZONA, U.S.A.

SHEET	OF
2	2

DWG NO.:
FP-2

DESIGNED BY: GKB
DRAWN BY: ALB
DATE: 04/21/21
JOB No.: 7020592
SCALE: 1"=40'

FINAL BLOCK PLAT
FOR
MARANA TECH CENTER
BOCKS A & B

A PORTION OF THE NE ¼ OF SECTION 5, T12S, R12EG&SRM,
TOWN OF MARANA, PIMA COUNTY, ARIZONA

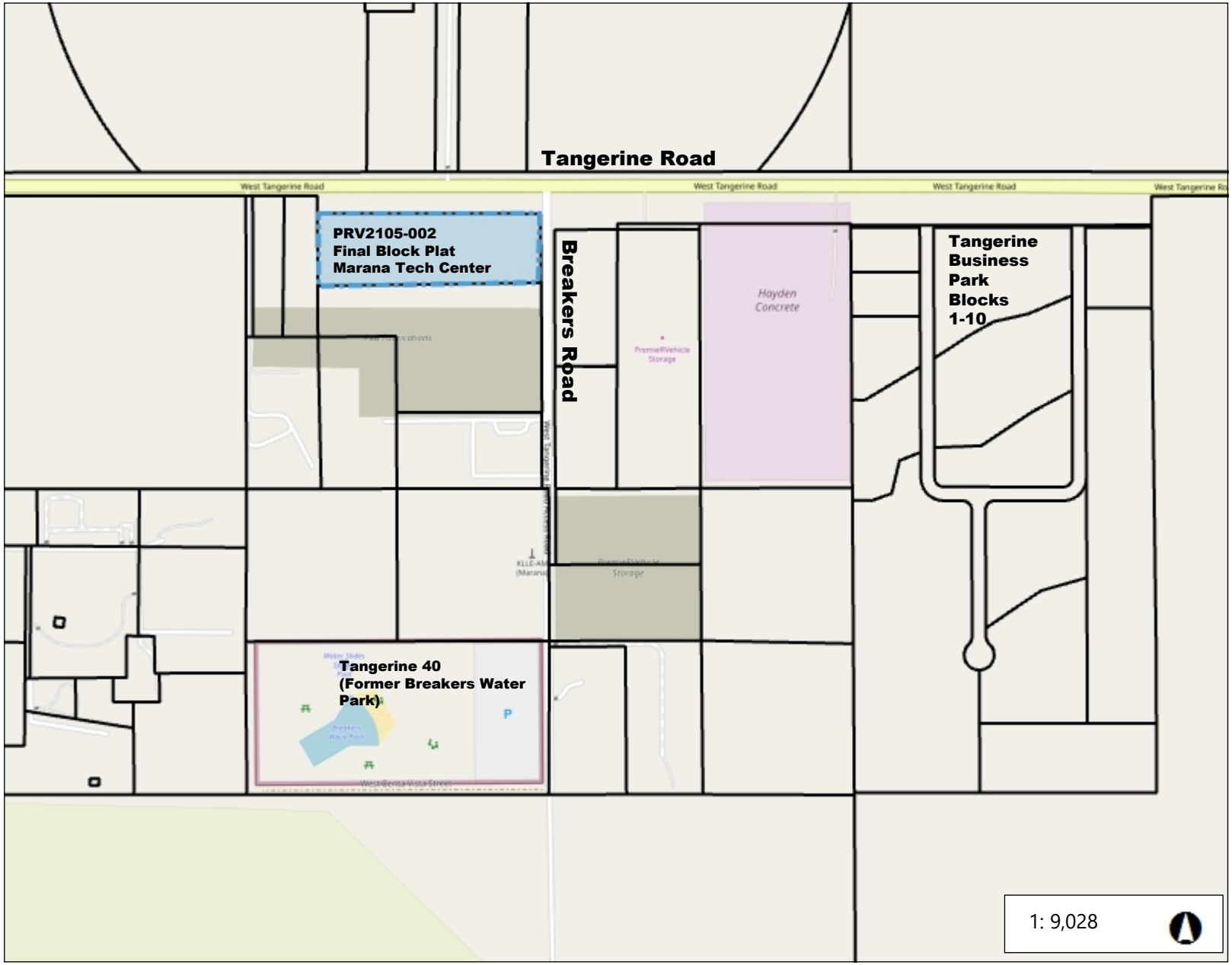
SEQ#_____

Town of Marana Planning

Final Block Plat for Marana Tech Center Blocks A & B

Location Map





Legend

- Marana Town Limits
- Parcel Labels
- Parcels (Black)

Notes

0.3 0 0.14 0.3 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

MARANA AZ

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

PROJECT APPLICATION

APPLICATION TYPE

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

PROJECT INFORMATION

Project Name: Marana Technology Campus Blocks A and B	
Description of Project: Division of +/-7 acre parcel into two lots	Number of Lots: 2
Parcel No.(s): 216-08-003B	Gross Area (Acres): 6.86
Project Address: 8041 W Tangerine Rd	
Ref. Project No.:	

CONTACT INFORMATION

Owner: Marana Technology Campus LLC	Contact Name: Doug Gratzer		
Address: 8061 W Tangerine Rd	City: Marana	State: AZ	Zip: 85658
Email: doug@gratzeraz.com	Phone No.: (520) 742-8547		
Applicant: KAEKO, Inc.	Contact Name: Daniel White		
Address: 4655 N Flowing Wells Rd	City: Tucson	State: AZ	Zip: 85705
Email: dan.white@kaekoinc.com	Phone No.: (520) 690-1669		
Consultant/Engineer: KAEKO, iNC.	Contact Name: Daniel White		
Address: 4655 N Flowing Wells Rd	City: Tucson	State: AZ	Zip: 85705
Email: dan.white@kaekoinc.com	Phone No.: (520) 690-1669		

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.)

Daniel White		4/29/2021
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No._____ **Date Received**_____

Council-Regular Meeting **C5**

Meeting Date: 06/15/2021

To: Mayor and Council

Submitted For: Jing Luo, Water Director

From: Asia Philbin, Water Resources Coordinator

Date: June 15, 2021

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:
Principle Statement 1: WE WILL MAINTAIN A SAFE AND WELL-MANAGED COMMUNITY. #8 Continually seek and evaluate new water resources and water conservation efforts to increase the Town's water portfolio.

Subject: Resolution No. 2021-083: Relating to Water; approving and authorizing the Mayor to sign "NIA Subcontract No. 21-XX-30-W0697" among the United States, the Central Arizona Water Conservation District, and the Town of Marana; and authorizing town staff to undertake all other necessary or prudent steps to finalize the reallocation of 515 acre-feet of Central Arizona Project NIA Priority Water (Jing Luo)

Discussion:

The Central Arizona Project ("CAP") Non-Indian agricultural ("NIA") priority water reallocation process began with the Arizona Water Settlements Act of 2004 and related agreements, which required the Secretary of the Interior to reallocate 96,295 acre-feet of CAP NIA Priority Water. In 2006, the CAP NIA priority water was reallocated to the Arizona Department of Water Resources (ADWR), to be held in trust and reallocated to non-Indian municipal and industrial (M&I) users. ADWR held stakeholder meetings to initiate a reallocation process that was intended to proceed in up to three phases (2013, 2021, 2030). The Town of Marana pursued this supply, applying for reallocation of NIA in the first phase of the process (2012-13). ADWR's recommendation for the reallocation of the 46,629 acre-feet of NIA Priority Water included 34,629 acre-feet for municipal users and the CAGRD, and 12,000 acre-feet for industrial water users. The recommended volume for the Town of Marana was 515 acre-feet, and the Town included this acquisition in its 2013 Water Impact Fee

Infrastructure Improvement Plan, adopted through Resolution No. 2014-016. The Town originally anticipated acquiring the supply as early as 2016, but the process has taken longer than anticipated. The United States pursued and completed an Environmental Assessment of the ADWR recommendation in 2019, and issued notice of final decision to reallocate as recommended by ADWR (86 Fed. Reg. 4119, Jan. 15, 2021).

Since the initial application and recommendation process, both the cost of the supply and the uncertainty of its availability have increased. Cost increases are due to the accrual of back capital and debt that comprise the contracting fees. The cost increase (from approx. $1,300/acre-foot to $2,000/acre-foot) has been captured in both the Town's capital improvement projects budget and the current proposed Water Impact Fee IIP. Changes and increased uncertainty in availability of supply are due partly to flow predictions for the Colorado River and partly to updated shortage planning through the Drought Contingency Plan of 2019 ("DCP"). In 2012, ADWR estimated CAP NIA priority water supply as 43 to 67% available, with zero supply in some years. On March 2, 2021, CAP staff presented information related to contracting and availability for CAP NIA priority water. CAP presented that forecasting the future availability of CAP NIA priority water is not possible due to a number of factors, each of which has considerable uncertainty. However, staff from CAP presented modeling scenarios and assumptions that indicated that over the next 25 years, the CAP NIA priority water may be available only 18% (averaging model traces with unfavorable assumptions) or 83% (at the upper end of favorable assumptions). The most probable modeling results indicate availability between 44 and 63% and the mean for all modeled traces was presented as 47% available.

With its water resources consultant, Marana Water staff reevaluated the acquisition related to uncertainty concerns, and determined that the supply is still a desirable option for the Town. Staff from CAP and the United States developed the subcontract presented for approval, and reviewed the contract and critical path timeline with Town staff. Council approval at this June 15 meeting will facilitate the further actions necessary for the Town to take advantage of the supply in calendar year 2022, including partial mitigation of shortage (covered in the DCP) during the first two years.

Financial Impact:

Fiscal Year:	FY22
Budgeted Y/N:	YES
Amount:	$215,000

$215,000 annually for 5 years.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2021-083: Relating to Water; Authorizing the Mayor to sign “NIA Subcontract No. 21-XX-30-W0697” among the United States, the Central Arizona Water Conservation District, and the Town of Marana; and authorizing town staff to undertake all other necessary or prudent steps to finalize the reallocation of 515 acre-feet of Central Arizona Project NIA Priority Water.

Suggested Motion:

I move to adopt Resolution No. 2021-083: Relating to Water; Authorizing the Mayor to sign "NIA Subcontract No. 21-XX-30-W0697" among the United States, the Central Arizona Water Conservation District, and the Town of Marana; and authorizing town staff to undertake all other necessary or prudent steps to finalize the reallocation of 515 acre-feet of Central Arizona Project NIA Priority Water.

Attachments

Resolution

NIA Subcontract No. 21-XX-30-W0697

MARANA RESOLUTION NO. 2021-083

RELATING TO WATER; APPROVING AND AUTHORIZING THE MAYOR TO SIGN "NIA SUBCONTRACT NO. 21-XX-30-W0697" AMONG THE UNITED STATES, THE CENTRAL ARIZONA WATER CONSERVATION DISTRICT, AND THE TOWN OF MARANA; AND AUTHORIZING TOWN STAFF TO UNDERTAKE ALL OTHER NECESSARY OR PRUDENT STEPS TO FINALIZE THE REALLOCATION OF 515 ACRE-FEET OF CENTRAL ARIZONA PROJECT NIA PRIORITY WATER

WHEREAS the Town of Marana, the Central Arizona Water Conservation District, and the United States of America desire to enter into an agreement for the reallocation of 515 acre-feet of Central Arizona Project Non-Indian Agricultural (NIA) priority water; and

WHEREAS the Mayor and Council feel it is in the best interests of the Town and its citizens to enter this agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that "NIA Subcontract No. 21-XX-30-W0697" in substantially the form included with the agenda backup material accompanying this resolution is hereby approved and the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana.

IT IS FURTHER RESOLVED that 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 aforementioned intergovernmental agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of June, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

NIA Subcontract No. 21-XX-30-W0697

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

SUBCONTRACT AMONG THE UNITED STATES,
THE CENTRAL ARIZONA WATER CONSERVATION DISTRICT,
AND THE TOWN OF MARANA
PROVIDING FOR WATER SERVICE

CENTRAL ARIZONA PROJECT

1. PREAMBLE:

THIS SUBCONTRACT, made this ____ day of _____, 20___, in pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, including but not limited to the Boulder Canyon Project Act of December 21, 1928 (45 Stat. 1057), as amended, the Reclamation Project Act of August 4, 1939 (53 Stat. 1187), as amended, the Reclamation Reform Act of October 12, 1982 (96 Stat. 1263), and particularly the Colorado River Basin Project Act of September 30, 1968 (82 Stat. 885), as amended, and the Arizona Water Settlements Act (118 Stat. 3478) (“AWSA”), all collectively hereinafter referred to as the "Federal Reclamation Laws," among the UNITED STATES OF AMERICA, hereinafter referred to as the "United States" or “Contracting Officer” acting through the Secretary of the Interior, the CENTRAL ARIZONA WATER CONSERVATION DISTRICT, hereinafter referred to as the "Contractor," a water conservation district organized under the laws of Arizona, with its principal place of business in Phoenix, Arizona, and the TOWN OF MARANA hereinafter referred to as the "Subcontractor," with its principal place of business in Marana, Arizona;

WITNESSETH, THAT:

2. EXPLANATORY RECITALS:

WHEREAS, the Colorado River Basin Project Act provides, among other things, that for the purposes of furnishing irrigation and municipal and industrial water supplies to water deficient areas of Arizona and western New Mexico through direct diversion or exchange of water, control of floods, conservation and development of fish and wildlife resources, enhancement of recreation opportunities, and for other purposes, the Secretary of the Interior shall construct, operate, and maintain the Central Arizona Project; and

WHEREAS, pursuant to the provisions of Arizona Revised Statutes §§ 48-3701, *et seq*., the Contractor has been organized with the power to enter into a contract or contracts with the Secretary of the Interior to accomplish the purposes of Arizona Revised Statutes, §§ 48-3701, *et seq*.; and

WHEREAS, pursuant to Section 304(b)(1) of the Colorado River Basin Project Act, the Secretary of the Interior has determined that it is necessary to effect repayment of the cost of constructing the Central Arizona Project pursuant to a master contract and that the United States, together with the Contractor, shall be a party to contracts that are in conformity with and subsidiary to the master contract; and

WHEREAS, the United States and the Contractor entered into Contract No. 14-06-W-245, Amendment No. 1, dated December 1, 1988, hereinafter referred to as the "Repayment Contract," and by this reference made a part hereof, whereby the Contractor agrees to repay to the United States the reimbursable costs of the Central Arizona Project allocated to the Contractor;

WHEREAS, as of the date of execution of this Subcontract, and pursuant to the provisions of the Contract between the United States of America and the Central Arizona Water Conservation District for the Transfer of Operation and Maintenance of Facilities dated August 5, 1987, Contract No. 7-07-30-W0167, as amended ("O&M Transfer Agreement"), CAWCD is the Operating Agency.

WHEREAS, the United States and CAWCD have entered into the Stipulated Judgment and the Stipulation for Judgment (including any exhibits to those documents) entered on November 21, 2007, in the United States District Court for the District of Arizona in the consolidated civil action styled *Central Arizona Water Conservation District v. United States, et al*., and numbered CIV 95-625-TUC-WDB (EHC) and CIV 95-1720-PHX-EHC ("Stipulation"), which modifies the Repayment Contract in certain respects;

WHEREAS, section 104(a)(2) of the AWSA authorizes the reallocation of up to 96,295 acre-feet of CAP NIA Priority Water to the Arizona Department of Water Resources ("ADWR") for further allocation;

WHEREAS, on January 16, 2014, the ADWR recommended to the Secretary of the Interior the reallocation of 46,629 acre-feet of CAP NIA Priority Water for municipal and industrial uses.

WHEREAS, On January 15, 2021, the Department of the Interior issued notice in the Federal Register of its final decision to reallocate 46,629 acre-feet of CAP NIA Priority Water consistent with ADWR's recommendation. 86 Fed. Reg. 4119 (Jan. 15, 2021).

WHEREAS, the Subcontractor is in need of a water supply and desires to subcontract with the United States and the Contractor for water service from CAP NIA Priority Water supplies available under the Central Arizona Project; and

WHEREAS, in accordance with the terms of this Subcontract, water shall be available for delivery to the Subcontractor;

NOW THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is agreed as follows:

3. DEFINITIONS:

Definitions included in the Repayment Contract and the Stipulation are applicable to this subcontract. The first letters of terms so defined are capitalized herein. In addition, the following definitions shall apply to this subcontract

(a) "Available CAP Supply" shall mean for any given Year all Fourth Priority Water available for delivery through the Central Arizona Project, water available from CAP dams and reservoirs other than Modified Roosevelt Dam, and return flows captured by the Secretary for CAP use.

(b) "CAP Indian Priority Water" shall mean that water within the Available CAP Supply having an Indian delivery priority.

(c) "CAP M&I Priority Water" shall mean that water within the Available CAP Supply having a municipal and industrial delivery priority.

(d) "CAP NIA Priority Water" shall mean that water within the available CAP Supply having a non-Indian agricultural delivery priority.

(e) "Operating Agreement" shall mean the Operating Agreement between the United States of America and the Central Arizona Water Conservation District for Operation and Maintenance of the Central Arizona Project, dated June 15, 2000.

(f) "System Use Agreement" shall mean the Central Arizona Project System Use Agreement between the United States and the Central Arizona Water Conservation District, Agreement No. 17-XX-30-W0622, dated February 2, 2017, including any amendments thereto.

4. DELIVERY OF WATER:

4.1 Obligations of the United States. Subject to the terms, conditions, and provisions set forth herein and in the Repayment Contract, during such periods as it operates and maintains the Project Works, the United States shall deliver Project Water for M&I use by the Subcontractor. The United States shall use all reasonable diligence to

make available to the Subcontractor the quantity of Project Water specified in the schedule submitted by the Subcontractor in accordance with Article 4.4. After transfer of OM&R to the Operating Agency, the United States shall make deliveries of Project Water to the Operating Agency which shall make subsequent delivery to the Subcontractor as provided herein.

4.2 Term of Subcontract. This subcontract shall become effective upon the later of: (i) the date on which it is confirmed as provided for in Article 6.12; and (ii) the date on which the Subcontractor has paid or provided for payment of past CAP NIA Priority water service capital charges and 9(d) debt charges as required by the Contractor. This subcontract shall be for permanent service as that term is used in Section 5 of the Boulder Canyon Project Act of 1928, 43 U.S.C. §617d. Project Water shall be delivered under the terms of this subcontract for a period of 100 years beginning January 1 of the Year following that in which the subcontract becomes effective; provided, that this subcontract may be renewed upon written request by the Subcontractor upon terms and conditions of renewal to be agreed upon not later than 1 year prior to the expiration of this subcontract; and provided, further, that such terms and conditions shall be consistent with Article 9.9 of the Repayment Contract.

4.3 Conditions Relating to Delivery and Use. Delivery and use of water under this subcontract is conditioned on the following, and the Subcontractor hereby agrees that:

(a) All uses of Project Water and Return Flow shall be consistent with Arizona water law unless such law is inconsistent with the Congressional directives applicable to the Central Arizona Project.

(b) The system or systems through which water for Agricultural, M&I (including underground storage), and Miscellaneous purposes is conveyed after delivery to the Subcontractor shall consist of pipelines, canals, distribution systems, or

other conduits provided and maintained with linings adequate in the Contracting Officer's judgment to prevent excessive conveyance losses.

(c) The Subcontractor shall not pump, or within its legal authority, permit others to pump ground water from within the exterior boundaries of the Subcontractor's service area, which has been delineated on a map filed with the Contractor and approved by the Contractor and the Contracting Officer, for use outside of said service area unless such pumping is permitted under Title 45, Chapter 2, Arizona Revised Statutes, as it may be amended from time to time, and the Contracting Officer, the Contractor, and the Subcontractor shall agree, or shall have previously agreed, that a surplus of ground water exists and drainage is or was required; provided, however, that such pumping may be approved by the Contracting Officer and the Contractor, and approval shall not be unreasonably withheld, if such pumping is in accord with the Basin Project Act and upon submittal by the Subcontractor of a written certification from the Arizona Department of Water Resources or its successor agency that the pumping and transportation of ground water is in accord with Title 45, Chapter 2, Arizona Revised Statutes, as it may be amended from time to time.

(d) The Subcontractor shall not sell, lease, exchange, forbear or otherwise transfer Project Water; provided, however, that this does not prohibit exchanges of Project Water within the State of Arizona covered by separate agreements approved by the Contracting Officer and Contractor; and provided, further, that this does not prohibit effluent exchanges with Indian tribes pursuant to Article 6.2; and provided, further, that this does not prohibit the resale or exchange of Project Water within the State of Arizona pursuant to Subarticle 4.3(e).

(e) (i) Project Water scheduled for delivery in any Year under this subcontract may be used by the Subcontractor or resold, or exchanged by the Subcontractor pursuant to appropriate agreements approved by the Contracting Officer

and the Contractor. If said water is resold or exchanged by the Subcontractor for an amount in excess of that which the Subcontractor is obligated to pay under this subcontract, the excess amount shall be paid forthwith by the Subcontractor to the Contractor for application against the Contractor's Repayment Obligation to the United States; provided, however, that the Subcontractor shall be entitled to recover actual costs of transportation, treatment, and distribution, including but not limited to capital costs and OM&R costs.

(ii) Project Water scheduled for delivery in any Year under this subcontract that cannot be used, resold, or exchanged by the Subcontractor may be made available by the Contracting Officer and Contractor to other users. If such Project Water is sold to or exchanged with other users, the Subcontractor shall be relieved of its payments hereunder only to the extent of the amount paid to the Contractor by such other users, but not to exceed the amount the Subcontractor is obligated to pay under this subcontract for said water.

(iii) In the event the Subcontractor or the Contracting Officer and the Contractor are unable to sell any portion of the Subcontractor's Project Water scheduled for delivery and not required by the Subcontractor, the Subcontractor shall be relieved of the pumping energy portion of the OM&R charges associated with the undelivered water as determined by the Contractor.

(f) Notwithstanding any other provision of this subcontract, Project Water shall not be delivered to the Subcontractor unless and until the Subcontractor has obtained final environmental clearance from the United States for the system or systems through which Project Water is to be conveyed after delivery to the Subcontractor at project turnout(s). Such system(s) shall include all pipelines, canals, distribution systems, treatment, storage, and other facilities through or in which Project Water is conveyed, stored, or treated after delivery to the Subcontractor at the

Subcontractor's Project turnout(s). In each instance, final environmental clearance will be based upon a review by the United States of the Subcontractor's plans for taking and using Project Water and will be given or withheld by the United States in accordance with the Final Environmental Assessment - Arizona Department of Water Resources Recommendation for the Reallocation of Non-Indian Agricultural Priority Central Arizona Project Water in Accordance with the Arizona Water Settlements Act of 2004 (November 8, 2019) and the National Environmental Policy Act of 1969 (83 Stat. 852). Any additional action(s) required on behalf of the Subcontractor in order to obtain final environmental clearance from the United States will be identified to the Subcontractor by the United States, and no Project Water shall be delivered to the Subcontractor unless and until the Subcontractor has completed all such action(s) to the satisfaction of the United States.

4.4 Procedure for Ordering Water.

(a) The amounts, times, and rates of delivery of Project Water to the Subcontractor shall be in accordance with a water delivery schedule for that Year. Such schedule shall be determined in the following manner:

(i) On or before October 1 of each Year, the Subcontractor shall submit in writing to the Contractor a water delivery schedule indicating the amounts of Project Water desired by the Subcontractor during each month of the following Year along with a preliminary estimate of Project Water desired for the succeeding 2 years.

(ii) Upon receipt of the schedule, the Contractor shall review it and, after consultation with the Subcontractor, and except as provided in Subarticle 4.4(a)(iii), shall make only such modifications to the schedule as are necessary to ensure that the amounts, times, and rates of delivery to the Subcontractor are consistent with the delivery capability of the Project, considering, among other things, the availability of water, the delivery schedules of all subcontractors and Section 11 of the System Use

Agreement; provided, that this provision shall not be construed to reduce annual deliveries to the Subcontractor.

(iii) If the Contracting Officer determines, in consultation with the Operating Agency, that the amount of Project Water that will be available for delivery as CAP NIA Priority Water is insufficient to meet all the requests for delivery of CAP NIA Priority Water for the following Year as set forth in Article 4.7, the Contractor shall notify the Subcontractor of the quantity of CAP NIA Priority Water available to the Subcontractor for that following Year. Within five (5) business days of such notice, the Subcontractor shall submit an amended water delivery schedule to the Contractor reflecting the amount of CAP NIA Priority Water requested by the Subcontractor for the following Year up to the reduced quantity available. Upon receipt of the amended schedule, the Contractor shall review it and, after consultation with the Subcontractor, shall make only such modifications to the schedule as are necessary to ensure that the amounts, times, and rates of delivery to the Subcontractor are consistent with the delivery capability of the Project, considering, among other things, the availability of water, the delivery schedules of all subcontractors and Section 11 of the System Use Agreement; provided, that this provision shall not be construed to reduce annual deliveries to the Subcontractor, except as required by Article 4.7.

(iv) On or before November 15 of each Year, the Contractor shall determine and furnish to the Subcontractor the water delivery schedule for the following Year which shall show the amount of water to be delivered to the Subcontractor during each month of that Year, contingent upon the Subcontractor remaining eligible to receive water under all terms contained herein.

(b) The monthly water delivery schedules may be amended upon the Subcontractor's written request to the Contractor. Proposed amendments shall be submitted by the Subcontractor to the Contractor no later than 15 days before the desired

change is to become effective, and shall be subject to review and modification in like manner as the schedule. The Contractor shall notify the Subcontractor of its action on the Subcontractor's requested schedule modification within 10 days of the Contractor's receipt of such request.

(c) The Contractor and the Subcontractor shall hold the United States, its officers, agents, and employees, harmless on account of damage or claim of damage of any nature whatsoever arising out of or connected with the actions of the Contractor regarding water delivery schedules furnished to the Subcontractor.

(d) In no event shall the Contracting Officer or the Contractor be required to deliver to the Subcontractor from the Water Supply System in any one month a total amount of Project Water greater than eleven percent (11%) of the Subcontractor's maximum entitlement; provided, however, that the Contractor may deliver a greater percentage in any month if such increased delivery is compatible with the overall delivery of Project Water as determined by the Contracting Officer and the Contractor and if the Subcontractor agrees to accept such increased deliveries.

4.5 Points of Delivery--Measurement and Responsibility for Distribution of Water.

(a) The water to be furnished to the Subcontractor pursuant to this subcontract shall be delivered at existing turnouts, or new turnouts at such points on the Water Supply System as may be agreed upon in writing by the Contracting Officer and the Contractor pursuant to Article 6(d) of the O&M Transfer Contract and Section 12.1 of the Operating Agreement.

(b) Unless the United States and the Subcontractor agree by contract to the contrary, the Subcontractor shall construct and install, at its sole cost and expense, connection facilities required to take and convey the water from the turnouts to the Subcontractor's service area. The Subcontractor shall furnish, for approval of the

Contracting Officer, drawings showing the construction to be performed by the Subcontractor within the Water Supply System right-of-way 6 months before starting said construction. The facilities may be installed, operated, and maintained on the Water Supply System right-of-way subject to such reasonable restrictions and regulations as to type, location, method of installation, operation, and maintenance as may be prescribed by the Contracting Officer in consultation with the Contractor.

(c) All water delivered from the Water Supply System shall be measured with equipment furnished, installed, operated and maintained by the United States or the Operating Agency. Upon the request of the Subcontractor or the Contractor, the accuracy of such measurements shall be investigated by the Contracting Officer or the Operating Agency, Contractor, and Subcontractor, and any errors which may be mutually determined to have occurred therein shall be adjusted; provided, that in the event the parties cannot agree on the required adjustment, the Contracting Officer's determination shall be conclusive.

(d) Neither the United States, the Contractor, nor the Operating Agency shall be responsible for the control, carriage, handling, use, disposal, or distribution of Project Water beyond the turnouts agreed to pursuant to Subarticle 4.5(a). The Subcontractor shall hold the United States, the Contractor, and the Operating Agency harmless on account of damage or claim of damage of any nature whatsoever for which there is legal responsibility, including property damage, personal injury, or death arising out of or connected with the Subcontractor's control, carriage, handling, use, disposal, or distribution of such water beyond said delivery point(s).

4.6 Temporary Reductions. In addition to the right of the United States under Subarticle 8.3(a)(iv) of the Repayment Contract temporarily to discontinue or reduce the amount of water to be delivered, the United States or the Operating Agency may, after consultation with the Contractor and Contracting Officer, temporarily discontinue or reduce

the quantity of water to be furnished to the Subcontractor as herein provided for the purposes of investigation, inspection, maintenance, repair, or replacement of any of the Project facilities or any part thereof necessary for the furnishing of water to the Subcontractor, but so far as feasible the United States or the Operating Agency shall coordinate any such discontinuance or reduction with the Subcontractor and shall give the Subcontractor due notice in advance of such temporary discontinuance or reduction, except in case of emergency, in which case no notice need be given. Neither the United States, its officers, agents, and employees, nor the Operating Agency, its officers, agents, and employees, shall be liable for damages when, for any reason whatsoever, any such temporary discontinuance or reduction in delivery of water occurs. If any such discontinuance or temporary reduction results in deliveries to the Subcontractor of less water than what has been paid for in advance, the Contractor shall reconcile any such advance payments as provided in Subarticle 5.1(c).

4.7 Priority in Case of Shortage. As soon as is practicable after October 1, the Contracting Officer shall determine, in consultation with the Operating Agency, the availability of CAP NIA Priority Water consistent with the Available CAP Supply and delivery schedules submitted by CAP contractors and subcontractors. The determination of such supply shall be consistent with the AWSA and Paragraph 4 of Amendment 2 to the Repayment Contract dated November 30, 2007, as set forth in Exhibit A.

(a) Any Available CAP Supply remaining after all requests for delivery of CAP Indian Priority Water and CAP M&I Priority Water have been satisfied shall become available for delivery as CAP NIA Priority Water.

(b) If the Available CAP Supply is insufficient to meet the requests for delivery of CAP NIA Priority Water by CAP NIA Priority Contractors and CAP NIA Priority Subcontractors, then the Secretary and the Operating Agency shall pro-rate the CAP NIA Priority Water to the CAP Contractors and CAP Subcontractors holding such entitlements on the basis of the quantity of CAP NIA Priority Water used by each such CAP NIA Priority Contractor or CAP NIA Priority Subcontractor in the last Year in which the Available CAP Supply was sufficient to fill all orders for CAP NIA Priority Water, consistent with the settlements authorized, ratified and confirmed in the AWSA.

(c) Any CAP NIA Priority Water remaining after the pro-rata distribution set forth in Subarticle 4.7(b) will be made available to CAP NIA Priority Water Contractors and Subcontractors pro-rata on the basis of the difference between the volume of water requested for delivery and the volume of water distributed under Subarticle 4.7(b).

(d) Nothing in this Article 4.7 shall be construed to allow or authorize any CAP Contractor or CAP Subcontractor to receive, pursuant to such contracts, CAP water in amounts greater than such contractor's entitlement.

4.8 Secretarial Control of Return Flow.

(a) The Secretary reserves the right to capture all Return Flow flowing from the exterior boundaries of the Contractor's Service Area as a source of supply and for distribution to and use of the Central Arizona Project to the fullest extent practicable. The Secretary also reserves the right to capture for Project use Return Flow which originates or results from water contracted for from the Central Arizona Project within the boundaries of the Contractor's Service Area if, in his judgment, such Return

Flow is not being put to a beneficial use. The Subcontractor may recapture and reuse or sell its Return Flow; provided, however, that such Return Flow may not be sold for use outside Maricopa, Pinal, and Pima Counties; and provided, further, that this does not prohibit effluent exchanges with Indian tribes pursuant to Article 6.2. The Subcontractor shall, at least 60 days in advance of any proposed sale of such water, furnish the following information in writing to the Contracting Officer and the Contractor:

(i) The name and address of the prospective buyer.

(ii) The location and proposed use of the Return Flow.

(iii) The price to be charged for the Return Flow.

(b) The price charged for the Return Flow may cover the cost incurred by the Subcontractor for Project Water plus the cost required to make the Return Flow usable. If the price received for the Return Flow is greater than the costs incurred by the Subcontractor, as described above, the excess amount shall be forthwith returned by the Subcontractor to the Contractor for application against the Contractor's Repayment Obligation to the United States. Costs required to make Return Flow usable shall include but not be limited to capital costs and OM&R costs including transportation, treatment, and distribution, and the portion thereof that may be retained by the Subcontractor shall be subject to the advance approval of the Contractor and the Contracting Officer.

(c) Any Return Flow captured by the United States and determined by the Contracting Officer and the Contractor to be suitable and available for use by the Subcontractor may be delivered by the United States or Operating Agency to the Subcontractor as a part of the water supply for which the Subcontractor subcontracts

hereunder and such water shall be accounted and paid for pursuant to the provisions hereof.

(d) All capture, recapture, use, reuse, and sale of Return Flow under this article shall be in accord with Arizona water law unless such law is inconsistent with the Congressional directives applicable to the Central Arizona Project.

4.9 Water and Air Pollution Control. The Subcontractor, in carrying out this subcontract, shall comply with all applicable water and air pollution laws and regulations of the United States and the State of Arizona and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

4.10 Quality of Water. The operation and maintenance of Project facilities shall be performed in such manner as is practicable to maintain the quality of water made available through such facilities at the highest level reasonably attainable as determined by the Contracting Officer. Neither the United States, the Contractor, nor the Operating Agency warrants the quality of water and is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of water. The Subcontractor waives its right to make a claim against the United States, the Operating Agency, and the Contractor, because of changes in water quality caused by the commingling of Project Water with other water.

4.11 Exchange Water.

(a) Where the Contracting Officer determines the Subcontractor is physically able to receive Colorado River mainstream water through the Project Works in exchange for or in replacement of existing supplies of water from surface sources other than the Colorado River, the Contracting Officer may require that the Subcontractor accept

said mainstream water in exchange for or in replacement of said existing supplies pursuant to the provisions of Section 304(d) of the Basin Project Act; provided, however, that a subcontractor on the Project aqueduct shall not be required to enter into exchanges in which existing supplies of water from surface sources are diverted for use by other subcontractors downstream on the Project aqueduct.

(b) If, in the event of reductions to the Available CAP Supply, the Subcontractor has yielded water from other surface water sources in exchange for Colorado River mainstream water supplied by the Contractor or the Operating Agency, the Subcontractor shall have first priority against other users supplied with Project Water that have not yielded water from other surface water sources but only in quantities adequate to replace the water so yielded.

4.12 Entitlement to CAP NIA Priority Water.

(a) The Subcontractor is entitled to delivery of an annual maximum of 515 acre-feet of CAP NIA Priority Water for M&I uses including but not limited to underground storage.

(b) The Subcontractor's entitlement to CAP NIA Priority Water under this subcontract shall be separate from any other entitlement to Project Water available to the Subcontractor. This Subcontract neither modifies nor supersedes the Subcontractor's existing entitlements or subcontracts, if any.

4.13 Retention of Priority. In accordance with section 104(a)(3) of the AWSA, all Project Water delivered for M&I use under this Subcontract shall remain CAP NIA Priority Water.

5. PAYMENTS:

5.1 Water Service Charges for Payment of Operation, Maintenance, and Replacement Costs.

(a) Prior to October 1 of each Year, the Contractor shall notify the Subcontractor of the published OM&R rate per acre foot of water based on the estimated OM&R costs and water deliveries for the following Year. All estimates of OM&R costs shall be accompanied by data and computations relied on by the Contractor in determining the amounts of the estimated OM&R costs and shall be subject to joint review by the Subcontractor and the Contractor. Provided, however, if during the Year, in the opinion of the Contractor the amount of any annual OM&R estimated costs is likely to be insufficient to cover the above-mentioned costs during such period, the Contractor may, at the Contractor's discretion, increase the annual estimate of the Subcontractor's OM&R costs by written notice thereof to the Subcontractor, and the revised OM&R rate shall apply to all remaining monthly invoices.

(b) Subject to the provisions of Article 5.4 hereof, the Subcontractor shall pay in advance for its share of Project OM&R costs estimated to be incurred by the United States or the Operating Agency. The Contractor will submit monthly invoices for the monthly volumes of water scheduled by the Subcontractor, due in the month prior to delivery. All invoices have net 30-day terms. The Contractor may, at the Contractor's discretion, offer equalized or alternative payment schedules.

(c) By March 1 of each Year, the Contractor shall reconcile amounts paid in the prior Year by the Subcontractor to the volume of water delivered and any applicable provisions of Subarticle 4.3(e).

(d) By May 1 of each Year, the Contractor shall determine the actual OM&R rate for the prior Year based on actual OM&R costs and water volumes and shall calculate the difference between the actual OM&R rate and the published OM&R rate. Based on the Subcontractor's actual deliveries and any applicable provisions of Subarticle 4.3(e), the Contractor shall issue an invoice or credit to the Subcontractor for any difference.

5.2 M&I Water Service Charges.

(a) Subject to the provisions of Article 5.4 hereof and in addition to the OM&R payments required in Article 5.l hereof, the Subcontractor shall, in advance of the delivery of CAP NIA Priority Water by the United States or the Operating Agency, make payment to the Contractor in equal semiannual installments of an M&I Water service capital charge based on a maximum entitlement of 515 acre-feet per year multiplied by the rate established by the Contractor for that year.

(b) The M&I Water service capital charge may be adjusted periodically by the Contractor as a result of repayment determinations provided for in the Repayment Contract and Stipulation and to reflect all sources of revenue, but said charge per acre-foot shall not be greater than the amount required to amortize Project capital costs allocated to the M&I function and determined by the Contracting Officer to be a part of the Contractor's Repayment Obligation. Such amortization shall include interest at 3.342 percent per annum. If any adjustment is made in the M&I Water service capital charge, notice thereof shall be given by the Contractor to the United States and to the Subcontractor on or before June 30 of the Year preceding the Year the adjusted charge becomes effective. The M&I Water service capital charge payment for the initial Year shall

be advanced to the Contractor in equal semiannual installments on or before December 1 preceding the initial Year and June 1 of said initial Year. Thereafter, for each subsequent Year, payments by the Subcontractor in accordance with the foregoing provisions shall be made in equal semiannual installments on or before the December 1 preceding said subsequent Year and the June 1 of said subsequent Year as may be specified by the Contractor in written notices to the Subcontractor.

(c) Payment of all M&I Water service capital and corresponding OM&R charges becoming due hereunder prior to or on the dates stipulated in Articles 5.1 and 5.2 is a condition precedent to receiving Project Water under this subcontract.

(d) All payments to be made to the Contractor or the United States under Articles 5.1 and 5.2 hereof shall be made by the Subcontractor as such payments fall due from revenues legally available to the Subcontractor for such payment from the sale of water to its water users and from any and all other sources which might be legally available; Provided, That no portion of the general taxing authority of the Subcontractor, nor its general funds, nor funds from ad valorem taxes are obligated by the provisions of this subcontract, nor shall such sources be liable for the payments, contributions, and other costs pursuant to this subcontract, or to satisfy any obligation hereunder unless duly and lawfully allocated and budgeted for such purpose by the Subcontractor for the applicable budget year; and Provided, further, That no portion of this agreement shall ever be construed to create an obligation superior in lien to or on a parity with the Subcontractor's revenue bonds now or hereafter issued. The Subcontractor shall levy and impose such necessary water service charges and rates and use all the authority and resources available to it to collect all such necessary water service charges and rates in

order that the Subcontractor may meet its obligations hereunder and make in full all payments required under this subcontract on or before the date such payments become due.

5.3 Loss of Entitlement. The Subcontractor shall have no right to delivery of water from Project facilities during any period in which the Subcontractor may be in arrears in the payment of any charges due the Contractor. The Contractor may sell to another entity any water determined to be available under the Subcontractor's entitlement for which payment is in arrears; provided, however, that the Subcontractor may regain the right to use any unsold portion of the water determined to be available under the original entitlement upon payment of all delinquent charges plus any difference between the subcontractual obligation and the price received in the sale of the water by the Contractor and payment of charges for the current period.

5.4 Refusal to Accept Delivery. In the event the Subcontractor fails or refuses in any Year to accept delivery of the quantity of water available for delivery to and scheduled for delivery by the Subcontractor pursuant to this subcontract, said failure or refusal shall not relieve the Subcontractor of its obligation to make the payments required in this subcontract under Article 5.1, except as provided in Article 4.3(e). The Subcontractor's obligation to make the payments required under Article 5.2(a) shall apply regardless of the quantity of water scheduled or available for delivery in any Year.

5.5 Charge for Late Payments. The Subcontractor shall pay a late payment charge on installments or charges that are received after the due date. The late payment charge percentage rate calculated by the Department of the Treasury and published quarterly in the Federal Register shall be used; provided, that the late payment

charge percentage rate shall not be less than 0.5 percent per month. The late payment charge percentage rate applied on an overdue payment shall remain in effect until payment is received. The late payment rate for a 30-day period shall be determined on the day immediately following the due date and shall be applied to the overdue payment for any portion of the 30-day period of delinquency. In the case of partial late payments, the amount received shall first be applied to the late charge on the overdue payment and then to the overdue payment.

6. GENERAL PROVISIONS:

6.1 Repayment Contract and the Stipulation Controlling. Pursuant to the Repayment Contract, the United States has agreed to construct and, in the absence of an approved Operating Agency, to operate and maintain the works of the Central Arizona Project and to deliver Project Water to the various subcontractors within the Project Service Area; and the Contractor has obligated itself for the payment of various costs, expenses, and other amounts allocated to the Contractor pursuant to Article 9 of the Repayment Contract and the Stipulation. The Subcontractor expressly approves and agrees to all the terms presently set out in the Repayment Contract including Subarticle 8.8(b)(viii) thereof and the Stipulation, or as such terms may be hereafter amended, and agrees to be bound by the actions to be taken and the determinations to be made under that Repayment Contract and the Stipulation, except as otherwise provided herein.

6.2 Effluent Exchanges. The Subcontractor may enter into direct effluent exchanges with Indian entities that have received an allocation of Project Water and receive all benefits from the exchange.

6.3 Notices. Any notice, demand or request authorized or required by this subcontract shall be deemed to have been given when mailed, postage prepaid, or delivered to the Regional Director, Lower Colorado Basin Region, Bureau of Reclamation,

P.O. Box 61470, Boulder City, Nevada 89006-1470, on behalf of the Contractor or Subcontractor; to the Central Arizona Water Conservation District, P. O. Box 43020, Phoenix, Arizona 85080, on behalf of the United States or Subcontractor; and to the Town of Marana Water Director, 11555 West Civic Center Drive, Marana, Arizona 85653, on behalf of the United States or Contractor. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article for other notices.

6.4 Change in Operating Agency. If at any time during the term of this Subcontract the Contractor and the Operating Agency are not the same entity, the Contractor agrees to coordinate and cooperate with the Operating Agency on any obligations of the Contractor under this Subcontract that pertain to the operation of the Central Arizona Project and delivery of Project Water hereunder.

6.5 Rules, Regulations, and Determinations.

(a) The Contracting Officer shall have the right to make, after an opportunity has been offered to the Contractor and Subcontractor for consultation, rules and regulations consistent with the provisions of this subcontract, the laws of the United States and the State of Arizona, to add to or to modify them as may be deemed proper and necessary to carry out this subcontract, and to supply necessary details of its administration which are not covered by express provisions of this subcontract. The Contractor and Subcontractor shall observe such rules and regulations.

(b) Where the terms of this subcontract provide for action to be based upon the opinion or determination of any party to this subcontract, whether or not stated to be conclusive, said terms shall not be construed as permitting such action to be

predicated upon arbitrary, capricious, or unreasonable opinions or determinations. In the event that the Contractor or Subcontractor questions any factual determination made by the Contracting Officer, the findings as to the facts shall be made by the Secretary only after consultation with the Contractor or Subcontractor and shall be conclusive upon the parties.

6.6 Officials Not to Benefit.

(a) No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this subcontract or to any benefit that may arise herefrom. This restriction shall not be construed to extend to this subcontract if made with a corporation or company for its general benefit.

(b) No official of the Subcontractor shall receive any benefit that may arise by reason of this subcontract other than as a water user within the Project and in the same manner as other water users within the Project.

6.7 Assignment Limited--Successors and Assigns Obligated. The provisions of this subcontract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this subcontract or any part or interest therein shall be valid until approved by the Contracting Officer.

6.8 Judicial Remedies Not Foreclosed. Nothing herein shall be construed (a) as depriving any party from pursuing and prosecuting any remedy in any appropriate court of the United States or the State of Arizona which would otherwise be available to such parties even though provisions herein may declare that determinations or decisions of the Secretary or other persons are conclusive or (b) as depriving any party of any defense thereto which would otherwise be available.

6.9 Books, Records, and Reports. The Subcontractor shall establish and maintain accounts and other books and records pertaining to its financial transactions, land use and crop census, water supply, water use, changes of Project works, and to other matters as the Contracting Officer may require. Reports thereon shall be furnished to the Contracting Officer in such form and on such date or dates as he may require. Subject to applicable Federal laws and regulations, each party shall have the right during office hours to examine and make copies of each other's books and records relating to matters covered by this subcontract.

6.10 Equal Employment Opportunity.

During the performance of this subcontract, the Subcontractor agrees as follows:

(a) The Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Subcontractor will, in all solicitations or advancements for employees placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The Subcontractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The Subcontractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Subcontractor's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Subcontractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Subcontractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the Subcontractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this subcontract may be canceled, terminated or suspended in whole or in part and the Subcontractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Subcontractor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subcontractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided,

however, that in the event the Subcontractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

6.11 Compliance With Civil Rights Laws and Regulations

(a) The Subcontractor shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(b) These statutes prohibit any person in the United States from being excluded from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this subcontract, the Subcontractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(c) The Subcontractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Subcontractor by the Bureau of Reclamation, including installment payments after such

date on account of arrangements for Federal financial assistance which were approved before such date. The Subcontractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article and that the United States reserves the right to seek judicial enforcement thereof.

(d) Complaints of discrimination against the Subcontractor shall be investigated by the Contracting Officer's Office of Civil Rights.

6.12 Confirmation of Subcontract. The Subcontractor shall promptly seek a final decree of the proper court of the State of Arizona approving and confirming the subcontract and decreeing and adjudging it to be lawful, valid, and binding on the Subcontractor. The Subcontractor shall furnish to the United States a certified copy of such decree and of all pertinent supporting records. This subcontract shall not be binding on the United States, the Contractor, or the Subcontractor until such final decree has been entered.

6.13 Contingent on Appropriation or Allotment of Funds. The expenditure or advance of any money or the performance of any work by the United States hereunder which may require appropriation of money by the Congress or the allotment of funds shall be contingent upon such appropriation or allotment being made. The failure of the Congress to appropriate funds or the absence of any allotment of funds shall not relieve the Subcontractor from any obligation under this subcontract. No liability shall accrue to the United States in case such funds are not appropriated or allotted.

IN WITNESS WHEREOF, the parties hereto have executed this subcontract No. 21-XX-30-W0697 the day and year first above-written.

THE UNITED STATES OF AMERICA

By:_____
Regional Director
Lower Colorado Basin Region
Bureau of Reclamation

CENTRAL ARIZONA WATER CONSERVATION DISTRICT

Attest:_____
Secretary

By: _____
President

TOWN OF MARANA

Attest:_____

By:_____

Title:_____

Title:_____

Council-Regular Meeting **C6**

Meeting Date: 06/15/2021

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: June 15, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-084: Relating to Real Estate; approving and authorizing the Mayor to execute the Second Amendment to Lease Agreement with Marana Chamber of Commerce, Inc. regarding the lease of Town-owned property located at 13251 N. Lon Adams Road (Jane Fairall)

Discussion:

On October 6, 2020, the Marana Town Council adopted Resolution No. 2020-111, approving a lease agreement between the Town and the Marana Chamber of Commerce, Inc. to lease the former Parks and Recreation Department administration building to the Chamber for its offices and a visitors center. On November 18, 2020, the parties entered into the first amendment to the lease agreement to correct an error regarding the address of the property where the leased premises are located.

The Chamber has approached Town staff to request a revision to the lease agreement to allow the consumption of alcohol on the leased premises during Chamber sponsored or sanctioned events or gatherings. Currently, the lease prohibits all consumption of alcohol on the premises and states that such consumption is grounds for termination. Approval of this second amendment to the lease agreement will allow the consumption of alcohol on the leased premises during Chamber sponsored or sanctioned events or gatherings, as long as the Chamber secures liquor liability insurance for any dates when alcohol will be consumed. All other terms of the lease agreement remain unchanged.

Staff Recommendation:

Staff recommends approval of the second amendment to the Chamber lease agreement.

Suggested Motion:

I move to adopt Resolution No. 2021-084, approving and authorizing the Mayor to execute the Second Amendment to Lease Agreement with Marana Chamber of Commerce, Inc.

Attachments

Resolution

Exhibit A to Resolution - Second Amendment

MARANA RESOLUTION NO. 2021-084

RELATING TO REAL ESTATE; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO LEASE AGREEMENT WITH MARANA CHAMBER OF COMMERCE, INC. REGARDING THE LEASE OF TOWN-OWNED PROPERTY LOCATED AT 13251 N. LON ADAMS ROAD

WHEREAS, on October 6, 2020, the Marana Town Council adopted Resolution No. 2020-111, approving a lease agreement between the Town and the Marana Chamber of Commerce, Inc.; and

WHEREAS, on November 18, 2020, the parties entered into the first amendment to lease agreement to correctly describe the property where the leased premises are located; and

WHEREAS the Chamber has requested further revisions to the lease agreement; 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 an amendment to the lease agreement with the Chamber as set forth in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Second Amendment to Lease Agreement with Marana Chamber of Commerce, Inc. attached to and incorporated within this resolution as Exhibit A is hereby approved in substantially the form as set forth in Exhibit A, and the Mayor is authorized to sign it for and on behalf of the Town of Marana.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of June 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Interim Town Attorney

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this "Second Amendment") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and the MARANA CHAMBER OF COMMERCE, INC., an Arizona 501(c)(6) non-profit corporation (the "Chamber"). The Town and the Chamber are sometimes referred to collectively as the "Parties," either of which is sometimes individually referred to as a "Party."

RECITALS

A. The Town and the Chamber are parties to that certain lease agreement entitled "Lease Agreement" made and entered into effective December 1, 2020 (the "Lease"), by which the Town leases to the Chamber a certain portion of real property. The Lease was approved by the Marana Town Council on October 6, 2020, through the adoption of Marana Resolution No. 2020-111.

B. On November 18, 2020, the Parties entered into the First Amendment to Lease Agreement to correctly describe the Property where the Leased Premises are located.

C. The Parties now to desire to amend the Lease as set forth in this Second Amendment.

AGREEMENT

1. *Insurance.* Paragraph 17 of the Lease is hereby amended to add new subparagraph (f) as follows:

> f. For any Chamber sponsored or sanctioned event or gathering where alcoholic beverages will be consumed on Town property, whether sold pursuant to a special event liquor license or otherwise, Chamber shall deliver one or more certificates of insurance evidencing coverage for liquor liability with minimum coverage amounts of $1,000,000 per occurrence/aggregate. The Town shall be named as an additional insured on the liquor liability insurance policy required by this subparagraph (f). As an additional insured, the Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of Chamber. 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.

2. *Default/Termination*. Paragraph 27(A)(v) of the Lease is hereby amended to read as follows:

(A) Immediate Termination of Lease. This Lease may be terminated immediately by the Town for any of the following:

(v) Chamber permits the consumption of alcohol on the Leased Premises, unless the consumption takes place during a Chamber sponsored or sanctioned event or gathering.

3. *Effective Date of Second Amendment*. This Second Amendment shall be effective as of the signature date of the last Party to sign this Second Amendment ("Effective Date").

4. *Other Terms and Provisions*. All other terms and provisions of the Lease and its exhibits not specifically changed by this Second Amendment, shall remain in effect and be binding upon the Parties as provided for in the Lease. Words and phrases having a defined meaning in the Lease have the same respective meanings when used in this Second Amendment unless otherwise expressly stated.

5. *Recitals*. The recitals set forth at the beginning of this Second Amendment are hereby acknowledged, confirmed to be accurate, and incorporated here by reference.

6. *Entire Agreement*. This Second Amendment constitutes the entire agreement between the Parties pertaining to the subject matter of this Second Amendment. All prior and contemporaneous agreements, representation and understanding of the Parties, oral or written, are hereby superseded and merged in this Second Amendment.

7. *Governing Law*. This Second Amendment is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and any actions to enforce or interpret the terms and provisions of this Second Amendment shall be brought and maintained in Pima County, Arizona.

[SIGNATURE PAGE FOLLOWS]

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

THE TOWN OF MARANA,
an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: _____

ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

MARANA CHAMBER OF COMMERCE, INC.,
an Arizona 501(c)(6) non-profit corporation

By: _____
Audra Winters, IOM
President/CEO

Date: _____

STATE OF ARIZONA)
ss.
County of Pima)

The foregoing instrument was acknowledged before me this ___ day of _____ , 2021 by Audra Winters, President/CEO of MARANA CHAMBER OF COMMERCE, INC., an Arizona 501(c)(6) non-profit corporation, on behalf of the corporation.

(Seal)

_____
Notary Public

Council-Regular Meeting **C7**

Meeting Date: 06/15/2021

To: Mayor and Council

From: Anita McNamara, Long-Range Planner

Date: June 15, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-085: Relating to Development; approving a final plat for Gladden Farms Block 35, Lots 1-3, located south of West Hancock Drive, east of North Amberwood Place, and West of Midfield Road (Anita McNamara)

Discussion:

History

On June 19, 2012, the Town Council adopted Resolution No. 2012-039, approving the final plat for Gladden Farms Blocks 35 & 39, Lots 1-205, Blocks A, B, & C & Common Areas "A-1" - "A-17 " & "B-1" - "B-10." On September 4, 2018, the Town Council adopted Ordinance 2018.015, which approved a resubdivision of Gladden Farms Block 35, Lots 1-105, Blocks A & B & Common Areas "A-1" - "A-9" & "B-1" - "B-7." The Block 35 plat was approved as an ordinance in lieu of a resolution due to the fact that public-rights-of-way, public easements, sewer easements and Blocks A and B as shown the Block 35 resubdivision plat differed from the original Gladden Farms Blocks 35 & 39 final plat. Thus, the resubdivision plat for Block 35 replaced Block 35 as originally depicted on Gladden Farms Blocks 35 & 39. In addition, the ordinance authorized the Town Engineer to sign a quit claim deed that quit-claimed to the property owner all public rights-of-way, public easements, sewer easements and Block C as shown in Block 35 on the original Gladden Farms Block 35 & 39 Final Plat.

The Gladden Farms Block 35 final plat was recorded with the Pima County Recorder (Sequence Number 20182500081). Only lots 1-3 of the Block 35 plat are subject to this replatting and are being developed by Richmond American Homes.

Request

Rick Engineering Company, on behalf of Richmond American Homes of Arizona, is

requesting minor lot line adjustments to the approved final plat that will affect the boundary and size of Lots 1-3. This adjustment is required due to a field survey error. The overall effects of the lot-line adjustments are a 302 square foot reduction to lot 1 (6,830 sf to 6,528 sf), a 301 square foot reduction to lot 2 (6,937 sf to 6,636 sf) and a 603 square foot increase to lot 3 (6,937 sf to 7,540 sf).

Staff Recommendation:

Staff has reviewed the request against the requirements of the Gladden Farms II Specific Plan, the Town Code and the Marana General Plan. This final plat is in substantial conformance with all required development regulations and staff recommends approval.

Suggested Motion:

I move to adopt Resolution No. 2021-085, approving a final plat for Gladden Farms Block 35, Lots 1-3.

Attachments

Resolution 2021-085
Final Plat
Application
Location Map

MARANA RESOLUTION NO. 2021-085

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR GLADDEN FARMS BLOCK 35, LOTS 1-3, LOCATED SOUTH OF WEST HANCOCK DRIVE, EAST OF NORTH AMBERWOOD PLACE, AND WEST OF MIDFIELD ROAD

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 Office of the Pima County Recorder at Book 62, Page 64; and

WHEREAS, on June 19, 2012, the Mayor and Town Council adopted Resolution No. 2012-039, approving the final plat for Gladden Farms Blocks 35 & 39 Lots 1-205, Blocks A, B, & C & Common Areas "A-1"—"A-17", "B-1"—"B-10" (the "Original Gladden 35/39 Plat"); 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 September 4, 2018, the Mayor and Town Council adopted Ordinance No. 2018.015, approving a final plat for Gladden Farms Block 35, Lots 1-105, Blocks A & B & Common Areas "A-1" - "A-9" & "B-1" - "B-7"; and

WHEREAS Richmond American Homes of Arizona has applied for approval of a final plat for Gladden Farms Block 35, Lots 1-3, being a resubdivision of Lots 1-3 of Gladden Farms Block 35, located south of West Hancock Drive, east of North Amberwood Place, and West of Midfield Road; and

WHEREAS the Marana Town Council, at the regularly scheduled meeting on June 15, 2021, determined the final plat for Gladden Farms Block 35, Lots 1-3, should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the final plat for Gladden Farms Block 35, Lots 1-3 is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of June 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

GENERAL NOTES

1. THE GROSS AREA OF THIS DEVELOPMENT IS 0.48 ACRES; 20,704 SF.

2. THE EXISTING ZONING IS F (GLADDEN FARMS II SPECIFIC PLAN) PER ORDINANCE 2018.006. THE LAND USE DESIGNATION IS SINGLE-FAMILY DETACHED 6 (SFD-6).

3. THE TOTAL NUMBER OF RESIDENTIAL LOTS IS 3.

4. MINIMUM ALLOWABLE LOT SIZE IS 6,000 SF PER THE SFD-6 LAND USE DESIGNATION.

5. MIN. LOT SIZE: 6,528 SF; MAX. LOT SIZE: 7,540 SF; AVERAGE LOT SIZE: 6,901 SF.

6. MAXIMUM BUILDING HEIGHT: 30'

7. BUILDING SETBACKS:
   FRONT: 10 FEET
   - MAY BE REDUCED TO 5 FEET WITH SIDE-LOADED GARAGE*
   - FRONT PORCH: 5 FEET*
   - SIDE-LOADED GARAGE: 5 FEET*
   - FRONT-LOADED GARAGE: 20 FEET
   - * MAY NOT ENCROACH INTO THE REQUIRED PUBLIC UTILITY EASEMENT

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

   REAR:15 FEET
   - MAY BE REDUCED TO 5 FEET IF FRONT-LOADED GARAGE IS RECESSED 10 FEET OR MORE FROM THE FRONT 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

8. PARKING SPACES REQUIRED: (2 FOR EACH FAMILY UNIT) = 6 SPACES
   PARKING SPACES PROVIDED: (2 PER GARAGE & 2 PER DRIVEWAY) = 12 SPACES

9. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.

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

11. OBJECTS AND MATERIALS WITHIN THE SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30-INCHES AND 72-INCHES ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.

12. TOTAL MILES OF NEW PRIVATE STREET IS 0.00.
    TOTAL MILES OF NEW PUBLIC STREET IS 0.00.

13. THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. 45-576.

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

15. POTABLE WATER FOR THIS SUBDIVISION SHALL BE PROVIDED BY THE TOWN OF MARANA WATER UTILITY & NON-POTABLE WATER SHALL BE PROVIDED BY CORTARO-MARANA IRRIGATION DISTRICT.

16. ANY BUILDING OVER 3,600 SQ. FT. UNDER ROOF MUST BE EVALUATED BY THE NORTWEST FIRE DISTRICT FOR ADDITIONAL FIRE PROTECTION MEASURES. ANY DWELLING HAVING LIMITED ACCESS IN EXCESS OF 150-FT. OR 12% ACCESS GRADE OR LOW CLEARANCE MUST BE EVALUATED BY THE NORTHWEST FIRE DISTRICT FOR ADDITIONAL FIRE PROTECTION MEASURES.

17. SOME OR ALL OF THE LANDS WITHIN THIS PROJECT SHALL CONTINUE TO BE SUBJECT TO TAX AND/OR ASSESSMENT BY THE CORTARO/MARANA IRRIGATION DISTRICT AND CORTARO WATER USERS' ASSOCIATION.

18. AN AVIGATION EASEMENT HAS BEEN RECORDED ON THIS PROPERTY. THIS PROPERTY IS IN THE AIRPORT INFLUENCE AREA FOR THE MARANA REGIONAL AIRPORT AND IS SUBJECT TO AIRCRAFT NOISE AND AIRPORT OVERFLIGHT. AVIGATION EASEMENT RECOREDED AT DOCKET 13063, PAGE 4202.

19. 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, AMENDED BY THE FIRST AMENDEMENT ADOPTED BY MARANA ORDINANCE 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 2018-100, THE FOURTH AMENDMENT TO THE DEVELOMENT AGREEMENT ADOPTED BY MARANA RESOLUTION 2019-122, AND THE FIFTH AMENDMENT TO THE DEVELOPMENT AGREEMENT ADOPTED BY MARANA RESOLUTION 2020-134.

20. PER SECTION 6.5 OF THE GLADDEN FARMS II DEVELOPMENT AGREEMENT, A VOLUNTARY 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.

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

GENERAL NOTES - CONTINUED

22. THIS PROPERTY LIES WITHIN THE GLADDEN FARMS II COMMUNITY FACILITIES DISTRICT. THE SUBDIVIDING LAND OWNERS DESIGNATED ON THIS PLAT AND THEIR SUCCESSORS IN INTEREST RETAIN AN INTERST IN REAL PROPERTY IN OR UPON WHICH WOULD BE "PUBLIC INFRASTRUCTURE" (AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUES, AS AMENDED) MAY BE CONSTRUCTURED AS DESCRIBED ON THIS FINAL SUBDIVISION PLAT, PURSUANT TO THE DISTRICT DEVELOPMENT FINANCING PARTICIPATION, AND INTERGOVERNMENTAL AGREEMENT (GLADDEN FARMS (PHASE II) COMMUNITY FACILITIES DISTRICT) DATED AS OF 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 FACILITY DISTRICT (GFCFD#2) PURSUANT TO THE GFCFD#2 DA.

DEDICATION

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

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

THIS PLAT IS SUBJECT TO THE ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED IN DOCKET 12103 AT PAGE 11266, AND CONSENT TO ANNEXATION OF ADDITIONAL PARCELS RECORDED IN DOCKET 13150 AT PAGE 7169 IN THE OFFICE OF THE PIMA COUNTY RECORDER. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH WILL ACCEPT ALL RESPONSIBILITY FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF THE COMMON AREAS AND PRIVATE DRAINAGEWAYS WITHIN THIS SUBDIVISION.

FIDELITY NATIONAL TITLE AGENCY INC, AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 60,488, AS TRUSTEE ONLY AND NOT IN ITS CORPORATE CAPACITY.

TRUST OFFICER DATE

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF PIMA } SS.

ON THIS___DAY OF_____, 2021, BEFORE ME PERSONALLY APPEARED_____, WHO ACKNOWLEDGED TO BE THE TRUST OFFICER OF FIDELITY NATIONAL TITLE AGENCY INC. AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

MY COMMISSION EXPIRES NOTARY PUBLIC

BENEFICIARY

* PURSUANT TO A.R.S. SECTION 33-404(B), THE NAME AND ADDRESS OF THE SOLE BENEFICIARY OF TRUST NO. 60,488, DESCRIBED ABOVE AS DISCLOSED BY THE RECORDS OF SAID TRUST ARE:

RICHMOND AMERICAN HOMES OF ARIZONA
3091 WEST INA ROAD
TUCSON, AZ 85741-2107

RECORDING

SEQ: #2021_____

FEE: _____

STATE OF ARIZONA }
COUNTY OF PIMA } SS.

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

ASSURANCES

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

BY:
TOWN OF MARANA DATE

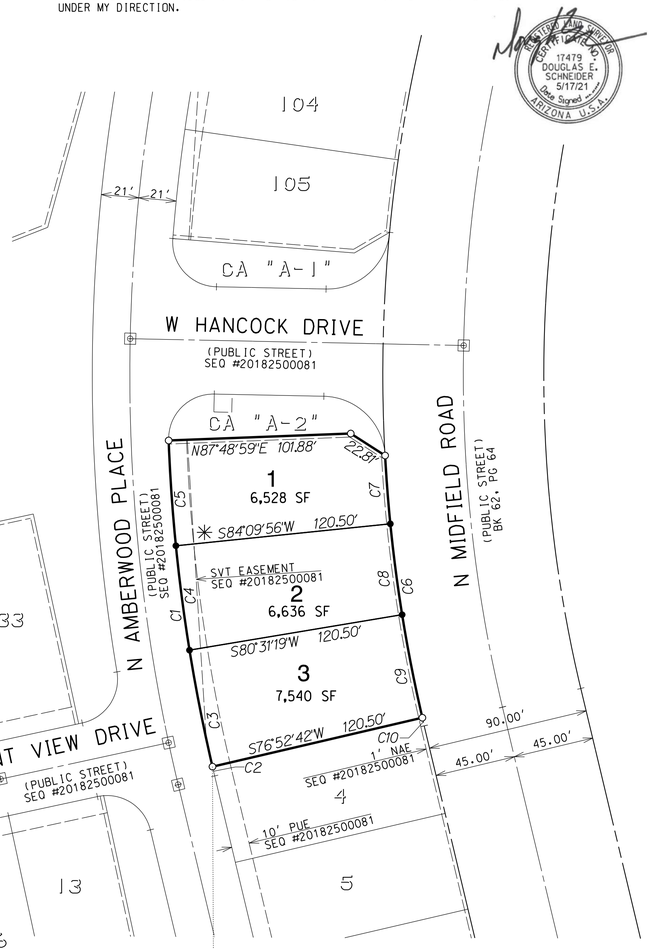
BASIS OF BEARINGS

BEING THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA. SAID LINE MONUMENTED BY A 1½" ALUM CAP STAMPED "17436" AT THE WEST QUARTER AND A ½" REBAR TAGGED "PCHD3" AT THE SOUTHWEST CORNER OF SAID SECTION. SAID BEARING BEING S00°30'03"E.

CERTIFICATION OF SURVEY

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

17479 DOUGLAS E. SCHNEIDER 5/17/21 Date Signed ARIZONA U.S.A.



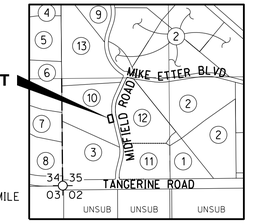
CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	189.64'	965.50'	11°15'14"
C2	5.32'	965.50'	00°18'56"
C3	66.40'	965.50'	03°56'25"
C4	58.90'	965.50'	03°29'43"
C5	59.02'	965.50'	03°30'09"
C6	152.95'	845.00'	10°22'14"
C7	38.31'	845.00'	02°35'53"
C8	51.24'	845.00'	03°28'27"
C9	58.74'	845.00'	03°58'58"
C10	4.66'	845.00'	00°18'56"

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

1. SEQ #20071020612
2. SEQ #20181100137
3. SEQ #20121740308
4. SEQ #20040110791
5. SEQ #20032160454
6. SEQ #20052030148
7. SEQ #20051970423
8. SEQ #20072170310
9. SEQ #20173130070
10. SEQ #20182500081
11. SEQ #20190530029
12. SEQ #20193310053
13. SEQ #20192910094

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

LEGEND

- ○ 1/2" REBAR, RLS 17479, UNLESS NOTED OTHERWISE
- ● SET A 1/2" REBAR TAGGED RLS 17479
- 14 ○ 13 QUARTER SECTION CORNER
- 23 LOT NUMBER
- ✳ DRIVEWAY ORIENTATION ON LOTS
- EXIST R/W
- SECTION LINE
- SUBDIVISION BOUNDARY
- LOT LINE
- CENTERLINE
- EASEMENT BOUNDARY

TOWN OF MARANA APPROVALS

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

MARANA PLANNING DIRECTOR DATE

MARANA WATER DIRECTOR DATE

I,_____, CLERK OF THE TOWN OF MARANA HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA ON THE _____ DAY OF _____, 2021.

CLERK OF THE TOWN OF MARANA DATE

ASSURED WATER SUPPLY

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

MARANA WATER DIRECTOR DATE

FINAL PLAT FOR
GLADDEN FARMS BLOCK 35
LOTS 1-3

BEING A RESUBDIVISION OF LOTS 1,2 AND 3 OF GLADDEN FARMS BLOCK 35, SEQ #20182500081 SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

RELATED CASES: PCZ-05028, PRV-06073F, PRV1806-002

PRV2104-003
SHEET 1 OF 1

SEQUENCE #2021

SEQUENCE #2021_____

RICK ENGINEERING COMPANY
Tucson
3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520-795-1000
J-3618FA
San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver
rickengineering.com

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MARANA AZ

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

PROJECT APPLICATION

APPLICATION TYPE

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

PROJECT INFORMATION

Project Name: Gladden Farms Block 35 Lots 1-3	
Description of Project: Reconfiguration of Lots 1 thru 3	Number of Lots: 3
Parcel No.(s): 217-54-3450; 217-54-3460; 217-54-3470	Gross Area (Acres): .48
Project Address: 12294, 12284 and 12274 N. Amberwood Place	
Ref. Project No.: PRV1806-002	

CONTACT INFORMATION

Owner: Fidelity National Title Agency Inc. TR #60488	Contact Name: Jeff Tarbox		
Address: 3091 W. Ina Rd.	City: Tucson	State: AZ	Zip: 85741
Email: jeffrey.tarbox@mdch.com	Phone No.: (520) 229-5415		
Applicant: Rick Engineering Company	Contact Name: Steven Vasquez		
Address: 3945 E. Ft. Lowell Rd. #111	City: Tucson	State: AZ	Zip: 85712
Email: svasquez@rickengineering.com	Phone No.: (520) 795-1000		
Consultant/Engineer: Rick Engineering Company	Contact Name: Bruce Paton		
Address: 3845 E. Ft. Lowell Rd. #111	City: Tucson	State: AZ	Zip: 85771
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.)

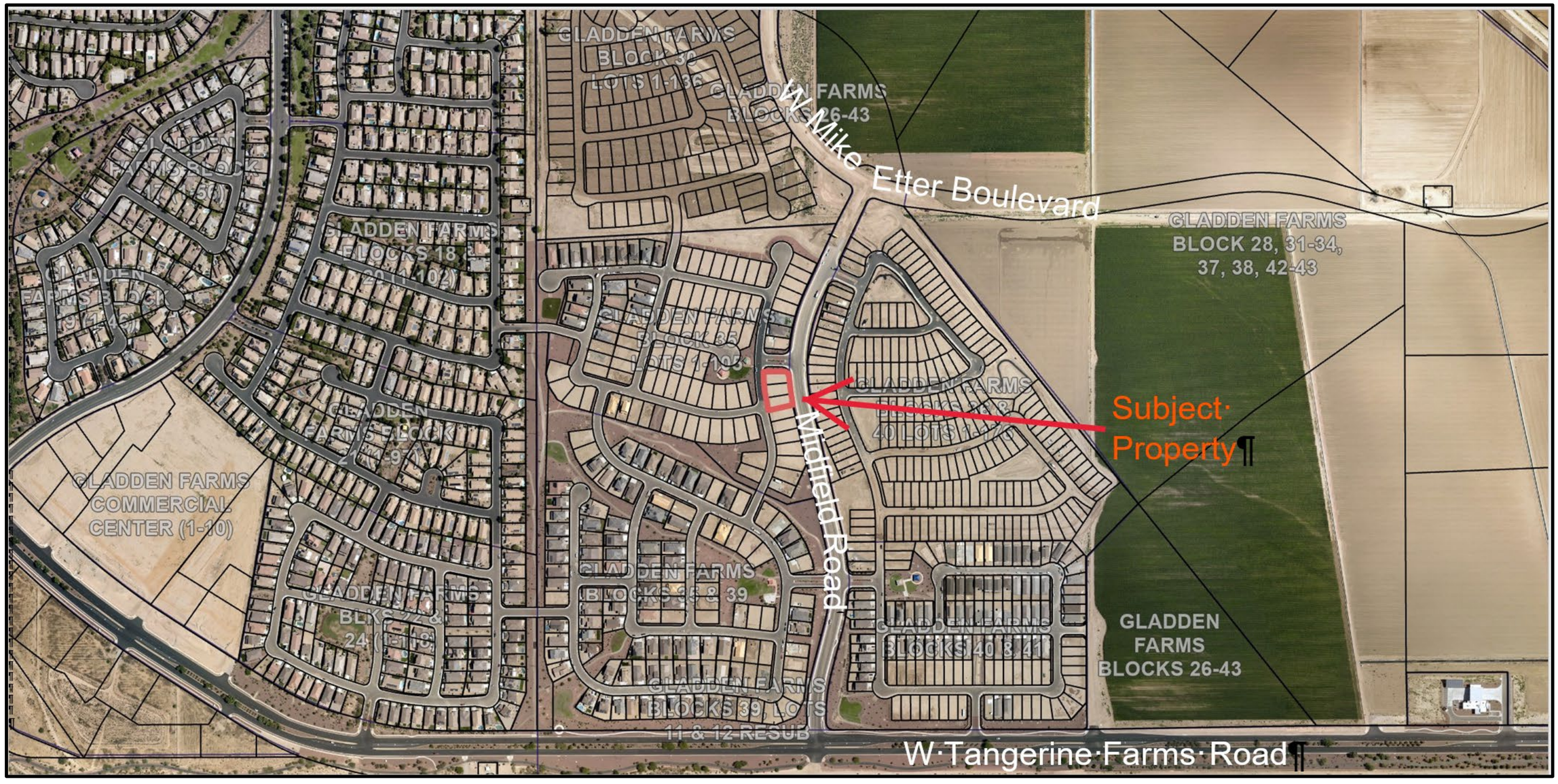
Steven Vasquez	Steven E. Vasquez	4/9/2021
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Revision Date 03/29/2019

Project No._____ **Date Received**_____

Gladden Farm Block 35 Lots 1-3
Location Map



Council-Regular Meeting **C8**

Meeting Date: 06/15/2021

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: June 15, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-086: Relating to Development; approving the Final Plat for Saguaro Reserve I at Dove Mountain, Lots 1-38, 41-173, Block "1" (Future Residential) and Common Areas "A" (Private Streets) and "B" (Open Space / Drainage) located north of and at the west end of Dove Mountain Boulevard within Sections 16 and 21, Township 11 South and Range 12 East (Brian D. Varney)

Discussion:

Request
Baker and Associates Engineering, Inc. on behalf of the property owner, DM Phase IV Investment L.L.C., is requesting approval of a final plat consisting of 171 residential lots, Block "1" (Future Residential), Common Areas "A" (Private Streets) and "B" (Open Space/Drainage) on approximately 79 acres within Dove Mountain.

Location
The proposed subdivision is located on the north side of the extreme west end of Dove Mountain Boulevard, bordered to the west by the State of Arizona owned land.

Zoning
The zoning is "F" (Dove Mountain Specific Plan) with a land use designation of LDR (Low-Density Residential). The LDR designation requires a minimum lot size of 6,000. The proposed plat provides a minimum of 6,200 square feet, a maximum of 10,587 square feet, and an average lot size of 7,736 square feet.

Access and Traffic Circulation
The subdivision will be directly accessed from two locations off of Dove

Mountain Boulevard. The subdivision proposes 1.83 miles of new private streets and will dedicate to the Town .09 miles of new public street.

Staff Recommendation:

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

Suggested Motion:

I move to adopt Resolution No. 2021-086 approving the Final Plat for Saguaro Reserve I at Dove Mountain, Lots 1-38, 41-173, Block "1" (Future Residential) and Common Areas "A" (Private Streets) and "B" (Open Space/Drainage)

Attachments

Resolution 2021-086
PRV2102-004 Final Plat
PRV2102-004 SRPH1_Map
PRV2102-004 SRPH1_App

MARANA RESOLUTION NO. 2021-086

RELATING TO DEVELOPMENT; APPROVING THE FINAL PLAT FOR SAGUARO RESERVE I AT DOVE MOUNTAIN, LOTS 1-38, 41-173, BLOCK "1" (FUTURE RESIDENTIAL) AND COMMON AREAS "A" (PRIVATE STREETS) AND "B" (OPEN SPACE / DRAINAGE) LOCATED NORTH OF AND AT THE WEST END OF DOVE MOUNTAIN BOULEVARD WITHIN SECTIONS 16 AND 21, TOWNSHIP 11 SOUTH AND RANGE 12 EAST

WHEREAS, on May 31, 1989, Town Council adopted Ordinance No. 89.22, approving the Dove Mountain Specific Plan (then known as the Tortolita Mountain Properties Specific Plan) which has been amended from time to time by ordinance; and

WHEREAS the preliminary plat for Saguaro Reserve I at Dove Mountain, Lots 1-209, Blocks 1 – 3, and Common Areas "A" and "B" was approved on June 18, 2018; and

WHEREAS Baker and Associates Engineering, Inc. representing the property owner, DM Phase IV Investment L.L.C., has applied for approval of the final plat for Saguaro Reserve I at Dove Mountain, Lots 1-38, 41-173, Block "1" (Future Residential) and Common Areas "A" (Private Streets), "B" (Open Space / Drainage) located north of and at the west end of Dove Mountain Boulevard; and

WHEREAS the Mayor and Town Council, at its June 15, 2021 meeting, determined that the final plat for Saguaro Reserve I at Dove Mountain should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the final plat for Saguaro Reserve I at Dove Mountain is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of June 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

DEDICATION

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

WE HEREBY DEDICATE TO THE TOWN OF MARANA THE PUBLIC RIGHT-OF-WAY SHOWN ON THIS PLAT.

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

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

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

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

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

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

ALL COMMON AREAS ARE GRANTED AS ACCESS EASEMENTS TO THE EXISTING LEVEE.

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

LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, L.L.C.

AN ARIZONA LIMITED LIABILITY COMPANY AS TRUSTEE UNDER TRUST NUMBER 18379-T AND NOT IN ITS CORPORATE CAPACITY.

Brenda Carrillo

TRUST OFFICER

BENEFICIARY

DM PHASE IV INVESTMENT, L.L.C.
3567 E. SUNRISE, #219, TUCSON, ARIZONA
PHONE: 520-299-8424

ACKNOWLEDGMENT

STATE OF ARIZONA } S.S.
COUNTY OF PIMA

ON THIS, THE 2nd DAY OF June, 2021, BEFORE ME PERSONALLY APPEARED Brenda Carrillo WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE TRUST OFFICER OF LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 18379-T AND NOT IN ITS CORPORATE CAPACITY, AND ACKNOWLEDGED THAT HE/SHE, AS THE TRUST OFFICER, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE(S) THEREIN CONTAINED.

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

NOTARY PUBLIC

NOTARY PUBLIC
STATE OF ARIZONA
Pima County
ARMANDO OLIVARES
My Commission Expires October 26, 2021

ASSURANCES

ASSURANCE IN THE FORM OF THIRD PARTY TRUST AGREEMENTS FROM LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, L.L.C., TRUST NO. 18379-T, AS RECORDED IN SEQUENCE NO. _____ IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA, HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS, AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY: _____ DATE _____
TOWN OF MARANA

ASSURED WATER SUPPLY

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

CITY OF TUCSON WATER DEPARTMENT
BY: Richard A. Sarti
ITS: NEW DEVELOPMENT ADMINISTRATOR 06/03/2021
DATE

RECORDING DATA

STATE OF ARIZONA } S.S.
COUNTY OF PIMA

FEE _____
SEQUENCE NO. _____

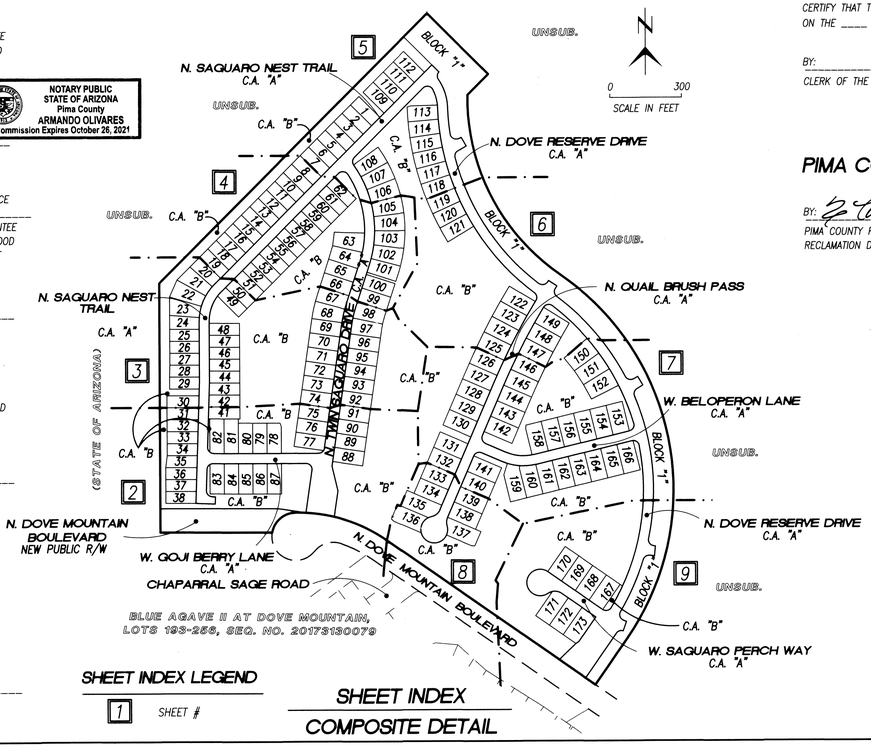
THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF BAKER AND ASSOCIATES ENGINEERING, INC., ON THIS _____ DAY OF _____, 20 ____, AT _____M. IN SEQUENCE NO. _____ THEREOF.

GABRIELLA CAZARES-KELLY
PIMA COUNTY RECORDER BY DEPUTY

DATE

GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 79.0 ACRES (3,443,599 S.F.)
2. THE TOTAL NUMBER OF LOTS IS 171.
3. THE TOTAL AREA OF COMMON AREA "A" (PRIVATE STREETS) 445,474 SF.
   THE TOTAL AREA OF COMMON AREA "B" (OPEN SPACE/DRAINAGE) 1,353,631 SF.
   THE TOTAL AREA OF BLOCK "1" (FUTURE RESIDENTIAL) 271,278 SF.
4. TOTAL MILES OF NEW PUBLIC STREETS IS 0.09 MILES.
   TOTAL MILES OF NEW PRIVATE STREETS IS 1.83 MILES.
5. MINIMUM ALLOWABLE LOT SIZE IS 4,000 SF (PER THE DOVE MOUNTAIN SPECIFIC PLAN "LDR" DESIGNATION).
   MINIMUM PROVIDED LOT SIZE IS 6,200 SF (LOTS #1-#19, #25-27 - NOT A RESTRICTION).
   AVERAGE LOT SIZE IS 7,736 SF.
   MAXIMUM LOT SIZE PROVIDED IS 10,587 SF (LOT #135 - NOT A RESTRICTION).
   MAXIMUM ALLOWABLE BUILDING HEIGHT IS 35' FOR "LDR."
6. THERE WILL BE 2 PARKING SPACES PROVIDED FOR EACH LOT ON-SITE, AS WELL AS 2 ADDITIONAL GUEST PARKING SPACES.
7. THE BUILDING SETBACKS ARE AS FOLLOWS:
   FRONT: 20 FEET REAR: 15 FEET
   SIDE: 5 FEET CORNER: 20 FEET
8. THE APPROVED ZONING FOR THIS PROJECT IS "F" DOVE MOUNTAIN SPECIFIC PLAN AND THE LAND USE DESIGNATION IS "LDR" IN ACCORDANCE WITH THE DOVE MOUNTAIN SPECIFIC PLAN AND WILL REMAIN.
9. THE GROSS DENSITY FOR THIS PROJECT IS 2.1 RAC.
10. THIS PROJECT SHALL COMPLY WITH THE CONDITIONS SET FORTH IN THE DOVE MOUNTAIN SPECIFIC PLAN APPROVED IN MAY, 1989 (ORDINANCE NO. 89.22), AND AS AMENDED BY MARANA ORDINANCE FROM TIME TO TIME.
11. NO FURTHER SUBDIVIDING OR LOT SPLITTING SHALL BE DONE WITHOUT WRITTEN APPROVAL OF THE TOWN OF MARANA MAYOR AND COUNCIL.
12. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
13. OBJECTS AND MATERIALS WITHIN THE SIGHT-VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30 INCHES AND 72 INCHES ABOVE THE FINISHED GRADE OF THE ROADWAY SURFACE AND SHALL CONFORM TO SECTION 4.8 OF THE TOWN OF MARANA SUBDIVISION STANDARDS.
14. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
15. THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH THE FLOOD PLAIN MANAGEMENT AS APPROVED BY THE FLOOD PLAIN ADMINISTRATOR.
16. BASIS OF BEARING FOR THIS PROJECT IS THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 21, T-11-S, R-12-E. SAID BEARING BEING N00°01'56"E. SEE DETAIL SHEET 10.
17. THIS SUBDIVISION IS SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR DOVE MOUNTAIN AS RECORDED IN DOCKET 10660 AT PAGE 1083.
18. INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATIONS WITHIN THE PUBLIC RIGHTS-OF-WAY.
19. ALL NEW AND EXISTING UTILITIES EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48 KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS, WITHIN OR CONTIGUOUS TO THE SITE, SHALL BE PLACED UNDERGROUND.
20. LOTS 87 - 95 ARE CURRENTLY IN A FEMA FLOODPLAIN THAT WILL BE REMOVED BY A LOMR. UNTIL THE LOMR IS EFFECTIVE, LOTS 87 - 95 MAY NOT HAVE BUILDING PERMITS ISSUED UNLESS IT CAN BE DEMONSTRATED THAT THE STRUCTURES, AS DESIGNED, WILL COMPLY WITH THE CURRENT FEMA FLOODPLAIN. FLOODPLAIN USE PERMITS WILL BE REQUIRED IF THAT COURSE IS CHOSEN AND THE FLOODPLAIN USE PERMIT PROCESS MUST BE COMPLETED, INCLUDING FINAL ELEVATION CERTIFICATES. THE LOTS IN QUESTION WILL NOT BE GRANTED FINAL OCCUPANCY NOR BE RELEASED FROM ASSURANCES UNTIL THE LOMR HAS BECOME EFFECTIVE.
21. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF TUCSON SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. SECTION 45-576.



SHEET INDEX LEGEND

1 SHEET #

SHEET INDEX
COMPOSITE DETAIL

CERTIFICATIONS

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

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

REGISTERED LAND SURVEYOR CERTIFICATE NO. 26928 CHRIS E. MORRISON DATE SIGNED 6/2/21

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

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

REGISTERED LAND SURVEYOR CERTIFICATE NO. 16784 WILLIAM H. BAKER, JR. DATE SIGNED 6-2-21 ARIZONA U.S.A.

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

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

REGISTERED PROFESSIONAL ENGINEER (CIVIL) CERTIFICATE NO. 25331 LARRY K. ROBERTS DATE SIGNED 6-3-21 ARIZONA U.S.A.

TOWN OF MARANA APPROVALS

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

BY: _____ _____
MARANA PLANNING DIRECTOR DATE

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

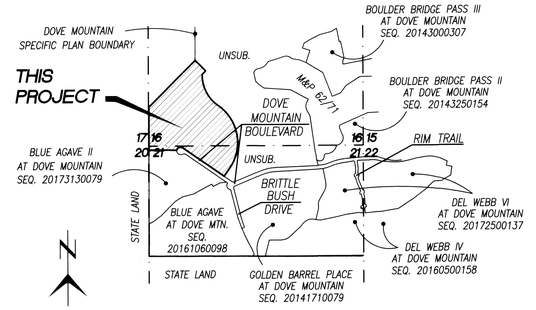
BY: _____ _____
CLERK OF THE TOWN OF MARANA DATE

PIMA COUNTY APPROVAL

BY: _____ 6-3-2021
PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT DATE

ADMINISTRATIVE ADDRESS

15000 N. DOVE MOUNTAIN ROAD



LOCATION PLAN

SECTIONS 16 AND 21, T11S, R12E,
G&SRB&M, TOWN OF MARANA, PIMA COUNTY, ARIZONA

LEGEND

▲	SET CENTERLINE PIN (SURVEY MONUMENT BY REGISTERED LAND SURVEYOR "RLS 26928")
△	2" BRASS SURVEY MONUMENT TO BE SET
●	SET BOUNDARY PIN (5/8" REBAR TAGGED "RLS 26928")
/	CALC POINT (NOTHING FOUND OR SET)
⊥ OR —o	1/2" REBAR TO BE SET BY A REGISTERED LAND SURVEYOR
P/L	SUBDIVISION BOUNDARY
C23	CURVE DATA (SEE TABLE, SHEET 10)
L10	LINE DATA (SEE TABLE, SHEET 10)
	NEW PRIVATE RIGHT-OF-WAY LINE
— R/W —	EXISTING RIGHT-OF-WAY LINE
	STREET CENTERLINE
	EASEMENT LINE AS SHOWN (SEE ALSO "EASEMENT KEYNOTES," SHEETS #2 - #9)
	DEVELOPED 100 YEAR FLOODPRONE LINE (DEV 100 YR FPL)
	DEVELOPED EROSION SETBACK LINE ("E.S.L.")
(R)	RADIAL
P/L	PROPERTY LINE
	SIGHT VISIBILITY TRIANGLE EASEMENT AREA (SEE ALSO "EASEMENT KEYNOTES")
☆	ADDRESSING/ACCESS LOCATION

FINAL PLAT for

SAGUARO RESERVE I AT DOVE MOUNTAIN, LOTS 1 - 38, 41 - 173, BLOCK "1" (FUTURE RESIDENTIAL) AND COMMON AREAS "A" (PRIVATE STREETS) AND "B" (OPEN SPACE/DRAINAGE)

BEING A SUBDIVISION OF A PORTION OF SECTIONS 16 AND 21, T11S, R12E, G&SRB&M, TOWN OF MARANA, PIMA COUNTY, ARIZONA

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

#PRV2102-004 REF.: #PRV 1803-002 JOB #2447 DATE: JUNE 2, 2021 SHEET 1 OF 10

SEQUENCE #_____

SEQUENCE #

UNSUB.

MATCHLINE - SEE SHEET #3

MATCHLINE - SEE SHEET #7

MATCHLINE - SEE SHEET #8

SECTIONLINE

SCRIBED STONE AT NW COR. SEC. 21/SW COR. SEC. 16

UNSUBDIVIDED 218-26-001D (STATE OF ARIZONA)

N. SAGUARO NEST TRAIL C.A. "A" (NEW PRIVATE STREET PER THIS PLAT)

N. TWIN SAGUARO DRIVE C.A. "A" (NEW PRIVATE STREET PER THIS PLAT)

W. GOJI BERRY LANE C.A. "A" (NEW PRIVATE STREET PER THIS PLAT)

N. DOVE MOUNTAIN BOULEVARD (NEW PUBLIC STREET PER THIS PLAT)

DOVE MOUNTAIN BOULEVARD (EX PUBLIC STREET PER SEQ. NO. 20161060098)

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

C.A. "B" (OPEN SPACE/DRAINAGE) 154,172 SF

C.A. "B" (OPEN SPACE/DRAINAGE) 1015 SF

LOT 30 | LOT 31 6626 SF | LOT 32 6541 SF | LOT 33 6456 SF | LOT 34 6371 SF | LOT 35 6439 SF | LOT 36 6507 SF | LOT 37 6422 SF | LOT 38 6336 SF

LOT 42 | LOT 41 6575 SF | LOT 82 8656 SF | LOT 81 8683 SF | LOT 80 7620 SF | LOT 79 7620 SF | LOT 78 7584 SF

LOT 74 | LOT 75 7620 SF | LOT 76 7620 SF | LOT 77 7611 SF

LOT 92 | LOT 91 7620 SF | LOT 90 7620 SF | LOT 89 7620 SF | LOT 88 7620 SF

LOT 83 7606 SF | LOT 84 7620 SF | LOT 85 7620 SF | LOT 86 7620 SF | LOT 87 7620 SF

LOT 135 | LOT 136

BLUE AGAVE II AT DOVE MOUNTAIN, LOTS 183-256, SEQ. NO. 20173130079 C.A. "C"

SECTIONLINE (SEE DETAIL, SHEET #10)

LOTLINE/ DEV 100 YR FPL LIMIT

LOTLINE/ DEV 100 YR FPL/ E.S.L./FEMA "AO2" LIMIT

LOTLINE/ DEV 100 YR FPL/FEMA "AO2" ZONE

DEV 100 YR FPL LIMIT

DEV 100 YR FPL/ E.S.L. LIMIT/ FEMA "AO2" ZONE LIMIT

DEV 100 YR FPL/ FEMA "AO2" ZONE LIMIT

DEV 100 YR FPL AREA

FEMA "AO2" ZONE LIMIT

E.S.L.

END E.S.L.

VARYING WIDTH (21' TO 60')

Q100 = 73 cfs

Q100 = 1594 cfs

Q100 = 1918 cfs

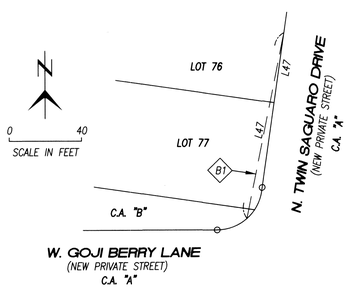
Q100 = 185 cfs DEV

0 40 SCALE IN FEET

SEQUENCE #

SIGHT VISIBILITY TRIANGLES - B2 AND B3

DETAIL - COMMON AREA "B" (NEAR LOTS 82 AND 83)



SIGHT VISIBILITY TRIANGLES - B1

DETAIL - LOTS 76 AND 77

EASEMENT KEYNOTES

- (A) NEW 10' PUBLIC AND PRIVATE UTILITY EASEMENT AND PRIVATE ROADWAY MAINTENANCE & SIGNAGE EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
- (B#) NEW SIGHT VISIBILITY TRIANGLE ("SVT") EASEMENT AREA GRANTED BY THIS PLAT
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- (F) EXISTING 30' LEVEE EASEMENT PER SEQUENCE #20180820157 (TO REMAIN)

FOR INTERIOR LINEWORK ONLY

REGISTERED LAND SURVEYOR CERTIFICATE NO. 16784 WILLIAM H. BAKER, JR. ARIZONA U.S.A. Expires 6.2.22

FINAL PLAT for

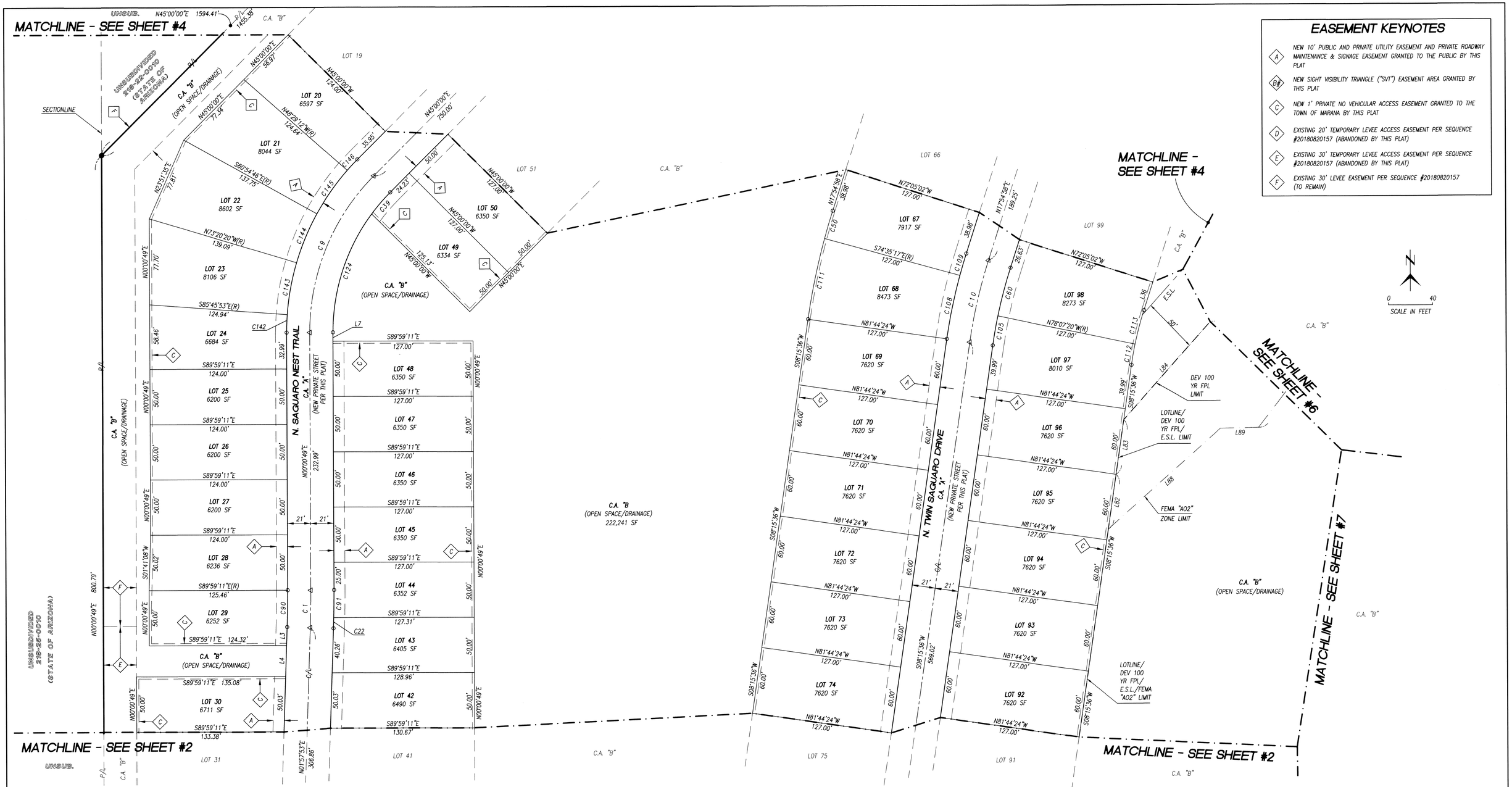
SAGUARO RESERVE I AT DOVE MOUNTAIN, LOTS 1 - 38, 41 - 173, BLOCK "1" (FUTURE RESIDENTIAL) AND COMMON AREAS "A" (PRIVATE STREETS) AND "B" (OPEN SPACE/DRAINAGE)

BEING A SUBDIVISION OF A PORTION OF SECTIONS 16 AND 21, T11S, R12E, G&SRB&M, TOWN OF MARANA, PIMA COUNTY, ARIZONA

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#PRV2102-004 REF.: #PRV 1803-002 JOB #2447 DATE: JUNE 2, 2021 SHEET 2 OF 10

SEQUENCE #_____



EASEMENT KEYNOTES

- (A) NEW 10' PUBLIC AND PRIVATE UTILITY EASEMENT AND PRIVATE ROADWAY MAINTENANCE & SIGNAGE EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
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REGISTERED LAND SURVEYOR — CERTIFICATE NO. 16784 — WILLIAM H. BAKER, JR. — ARIZONA U.S.A.

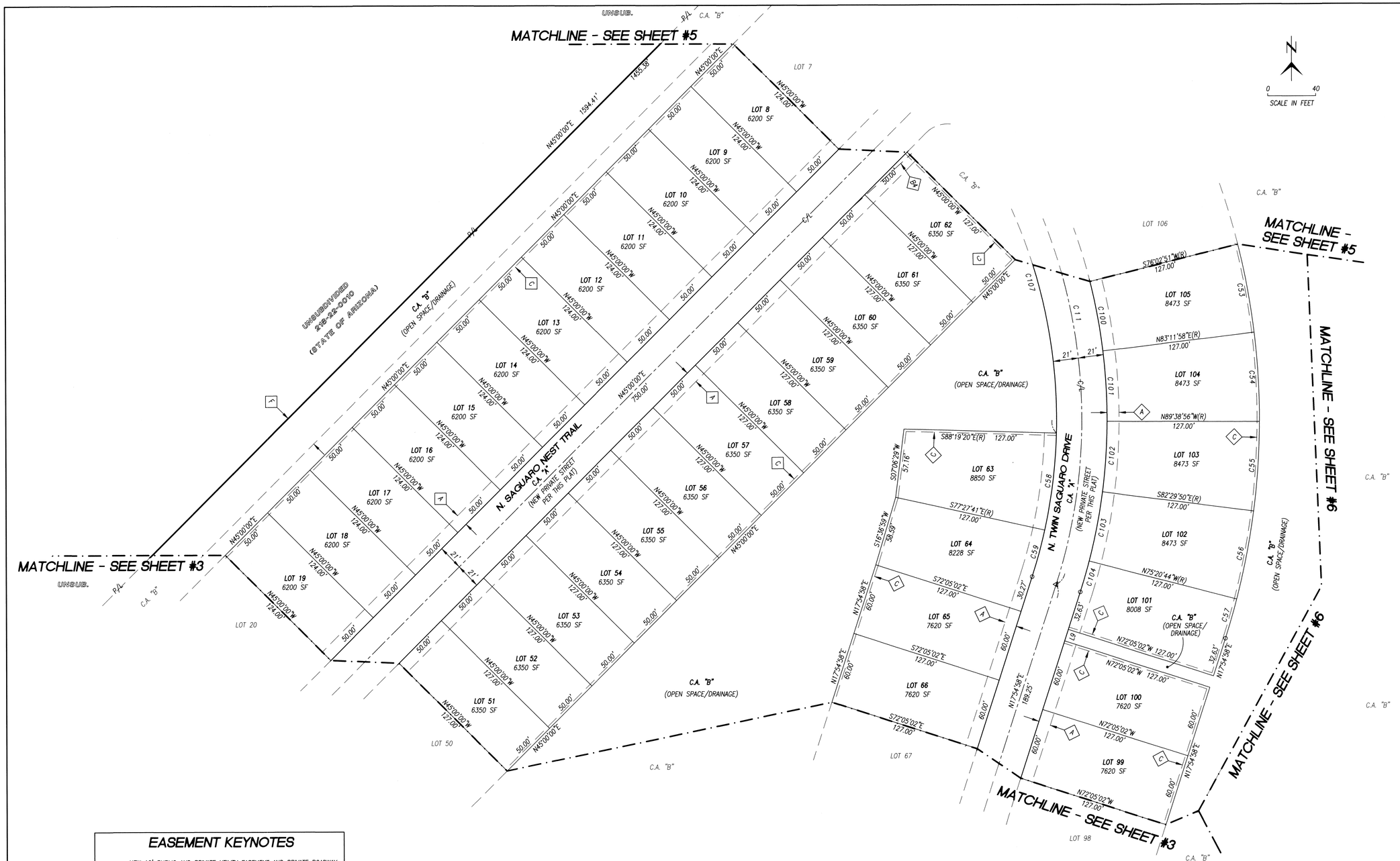
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FOR INTERIOR LINEWORK ONLY

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
16784
WILLIAM H. BAKER, JR.
Date Signed 6-2-21
ARIZONA U.S.A.

FINAL PLAT for

SAGUARO RESERVE I AT DOVE MOUNTAIN, LOTS 1 - 38, 41 - 173, BLOCK "1" (FUTURE RESIDENTIAL) AND COMMON AREAS "A" (PRIVATE STREETS) AND "B" (OPEN SPACE/DRAINAGE)

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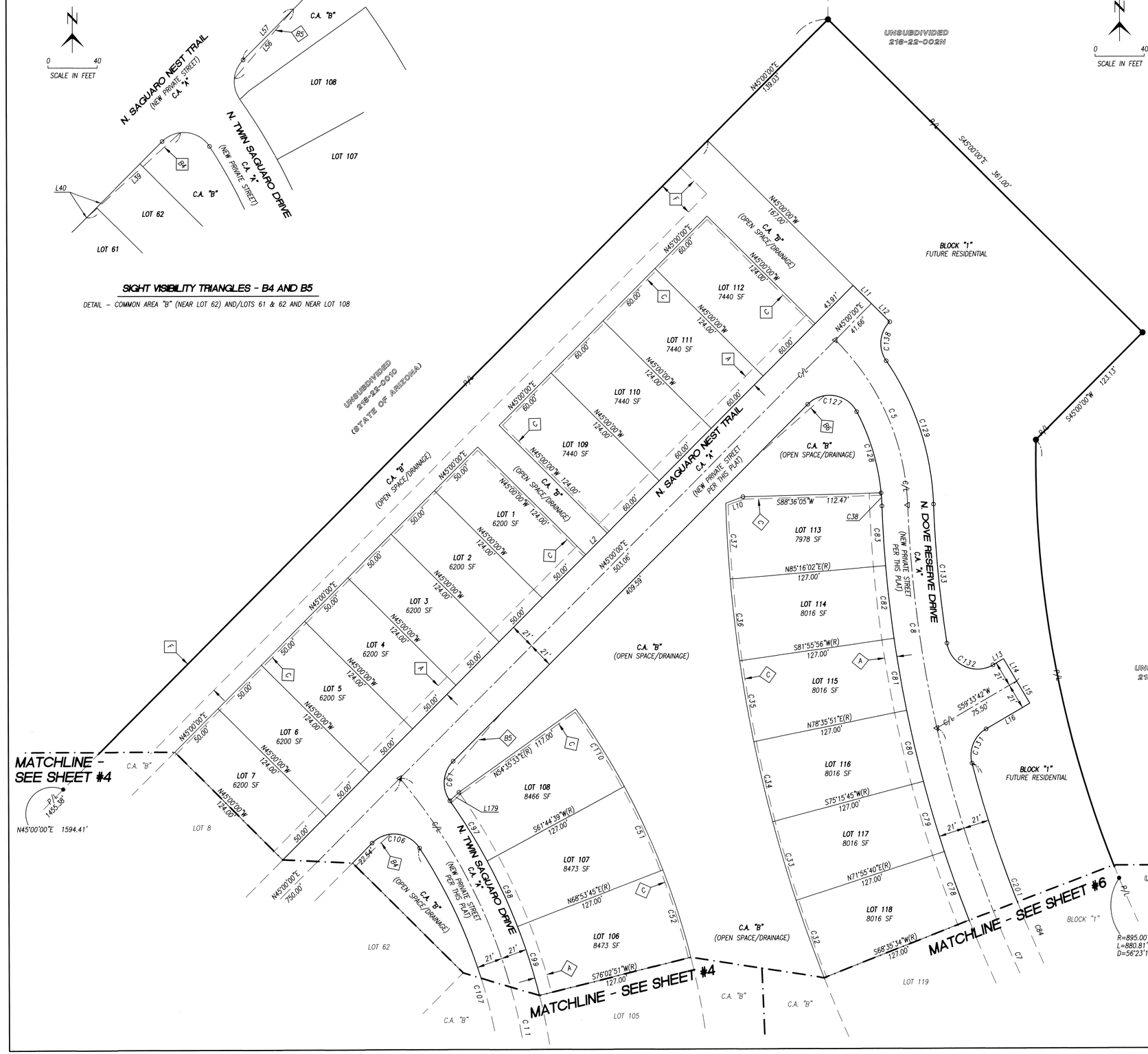
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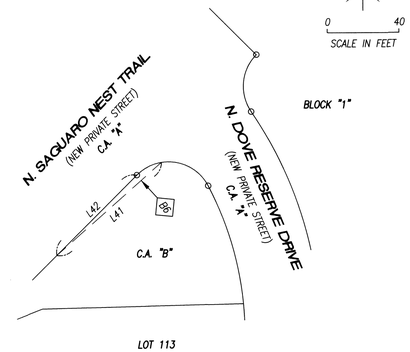
SEQUENCE #_____

SEQUENCE #_____

SIGHT VISIBILITY TRIANGLES - B4 AND B5

DETAIL – COMMON AREA "B" (NEAR LOT 62) AND/LOTS 61 & 62 AND NEAR LOT 108





SIGHT VISIBILITY TRIANGLES - B6

DETAIL – COMMON AREA "B" (NORTH OF LOT 113)

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FOR INTERIOR LINEWORK ONLY

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
16784
WILLIAM H.
BAKER, JR.
ARIZONA U.S.A.

SEQUENCE #_____

FINAL PLAT for

SAGUARO RESERVE I AT DOVE MOUNTAIN, LOTS 1 - 38, 41 - 173, BLOCK "1" (FUTURE RESIDENTIAL) AND COMMON AREAS "A" (PRIVATE STREETS) AND "B" (OPEN SPACE/DRAINAGE)

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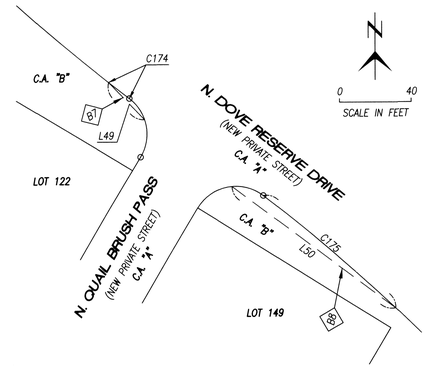
Baker & Associates Engineering, Inc.
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#PRV2102-004 REF.: #PRV 1803-002 JOB #2447 DATE: JUNE 2, 2021 SHEET 5 OF 10

SEQUENCE #_____

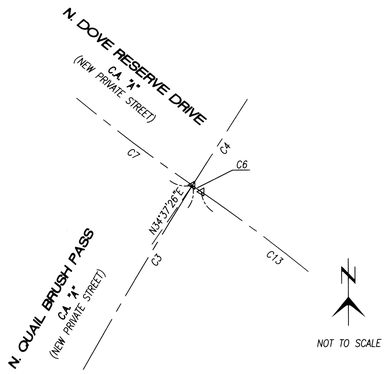
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SIGHT VISIBILITY TRIANGLES - B7 AND B8

DETAIL – COMMON AREA "B" (NEAR LOTS 122 AND 149)



INTERSECTION -RADIAL BEARING AND CENTERLINE

DETAIL – INTERSECTION AT N. QUAIL BRUSH PASS AND N. DOVE RESERVE DRIVE

FOR INTERIOR LINEWORK ONLY



FINAL PLAT for

SAGUARO RESERVE I AT DOVE MOUNTAIN, LOTS 1 - 38, 41 - 173, BLOCK "1" (FUTURE RESIDENTIAL) AND COMMON AREAS "A" (PRIVATE STREETS) AND "B" (OPEN SPACE/DRAINAGE)

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#PRV2102-004 REF.: #PRV 1803-002 JOB #2447 DATE: JUNE 2, 2021 SHEET 6 OF 10

SEQUENCE #

SEQUENCE #

MATCHLINE - SEE SHEET #6

MATCHLINE - SEE SHEET #3

MATCHLINE - SEE SHEET #2

MATCHLINE - SEE SHEET #8

MATCHLINE - SEE SHEET #9

SEQUENCE #

N

0 40

SCALE IN FEET

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

LOT 125

LOT 126 9058 SF

LOT 127 8984 SF

LOT 128 8890 SF

LOT 129 8890 SF

LOT 130 8890 SF

LOT 131 8890 SF

LOT 132 8890 SF

LOT 133

LOT 139

LOT 140 8890 SF

LOT 141 8890 SF

LOT 142 8890 SF

LOT 143 8890 SF

LOT 144 8918 SF

LOT 145 9052 SF

LOT 146 9052 SF

LOT 147

C.A. "B" (OPEN SPACE/DRAINAGE) 85,843 SF

LOT 150 9428 SF

LOT 151 9428 SF

LOT 152 9428 SF

BLOCK "1" FUTURE RESIDENTIAL

UNSUBDIVIDED 218-22-002N

LOT 153 8890 SF

LOT 154 8890 SF

LOT 155 8890 SF

LOT 156 8890 SF

LOT 157 8890 SF

LOT 158 8854 SF

LOT 159 10129 SF

LOT 160 9145 SF

LOT 161 8890 SF

LOT 162 8890 SF

LOT 163 8890 SF

LOT 164 8890 SF

LOT 165 8890 SF

LOT 166 8889 SF

N. QUAIL BRUSH PASS C.A. "A" (NEW PRIVATE STREET PER THIS PLAT)

W. BELOPERON LANE C.A. "A" (NEW PRIVATE STREET PER THIS PLAT)

N. DOVE RESERVE DRIVE C.A. "A" (NEW PRIVATE STREET PER THIS PLAT)

W. BELOPERON LANE (NEW PRIVATE STREET) C.A. "A"

N. DOVE RESERVE DRIVE (NEW PRIVATE STREET) C.A. "A"

R=1095.00'
L=1723.01'
D=90°09'24"

DEV 100 YR FPL/ FEMA "AO2" ZONE LIMIT

DEV 100 YR FPL LIMIT

LOTLINE/DEV 100 YR FPL LIMIT

Q100= 20' CFS

50' E.S.L.

SECTIONLINE (SEE DETAIL, SHEET #10)

UNSUBDIVIDED 218-21-163C

DEV 100 YR FPL LIMIT

SIGHT VISIBILITY TRIANGLES - B9 AND B10

DETAIL - COMMON AREA "B" (NEAR LOTS 153 AND 166)

EASEMENT KEYNOTES

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FOR INTERIOR LINEWORK ONLY

REGISTERED LAND SURVEYOR CERTIFICATE NO. 16784 WILLIAM H. BAKER, JR. Expires 6-2-23 ARIZONA U.S.A.

FINAL PLAT for

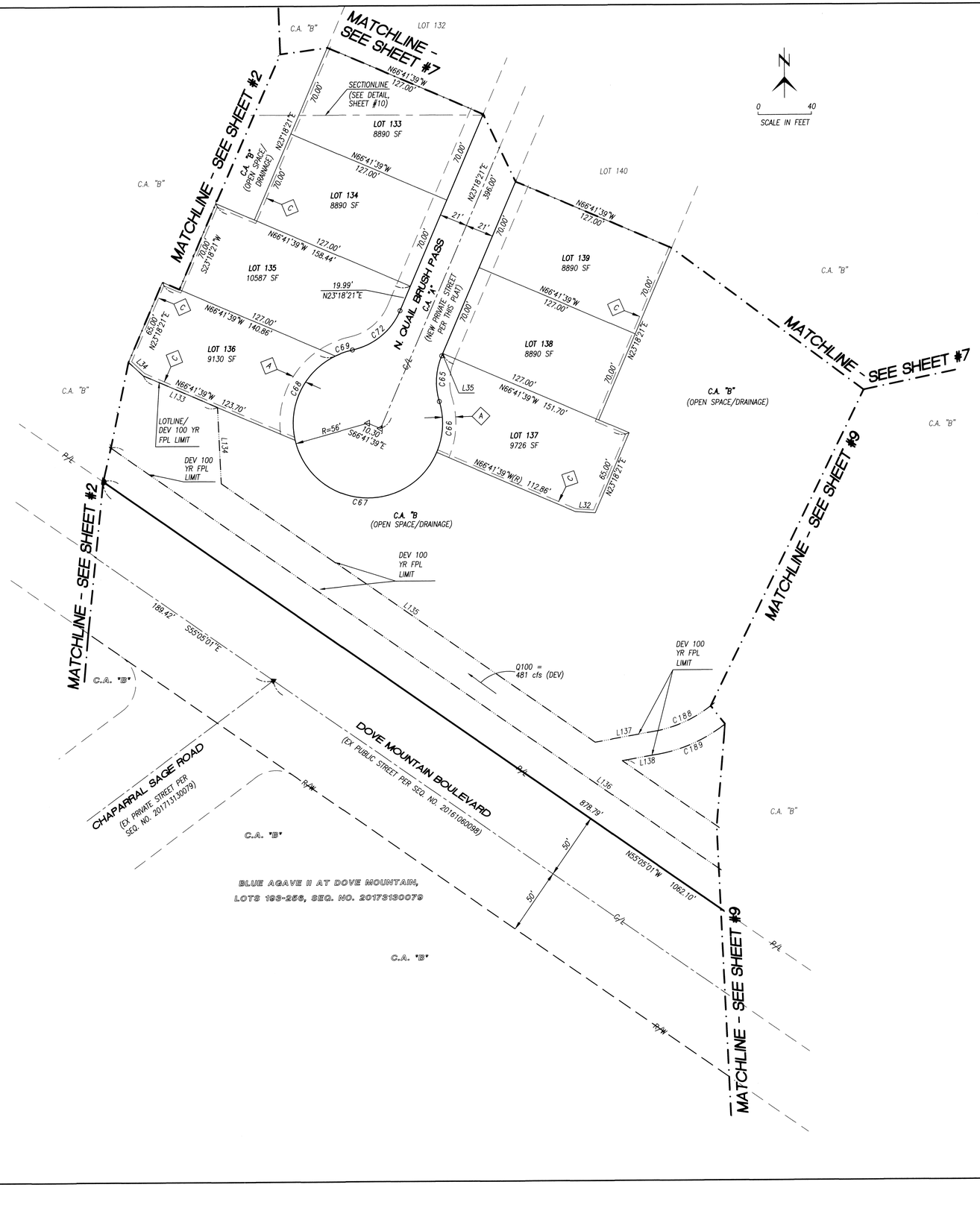
SAGUARO RESERVE I AT DOVE MOUNTAIN, LOTS 1 - 38, 41 - 173, BLOCK "1" (FUTURE RESIDENTIAL) AND COMMON AREAS "A" (PRIVATE STREETS) AND "B" (OPEN SPACE/DRAINAGE)

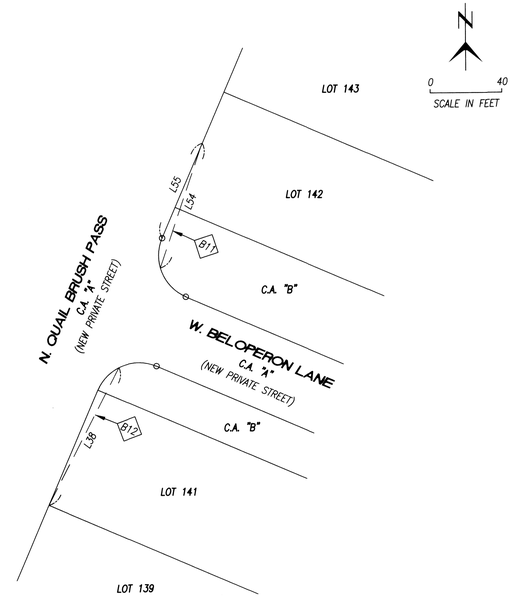
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#PRV2102-004 REF.: #PRV 1803-002 JOB #2447 DATE: JUNE 2, 2021 SHEET 7 OF 10

SEQUENCE #_____





SIGHT VISIBILITY TRIANGLES - B11 AND B12

DETAIL – LOTS 141 AND 142 AND COMMON AREA "B" (NEAR LOTS 141 AND 142) (SEE SHEET #7)

EASEMENT KEYNOTES

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REGISTERED LAND SURVEYOR CERTIFICATE NO. 16784 WILLIAM H. BAKER, JR. ARIZONA U.S.A. Date Signed 6-2-21

FINAL PLAT for

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#PRV2102-004 REF.: #PRV 1803-002 JOB #2447 DATE: JUNE 2, 2021

SEQUENCE #_____

SEQUENCE #

MATCHLINE - SEE SHEET #7

MATCHLINE - SEE SHEET #8

MATCHLINE - SEE SHEET #8

C.A. "B"

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

C.A. "B"

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

C.A. "B"

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

C.A. "B"
(OPEN SPACE/DRAINAGE)
2471 SF

C.A. "B"

DEV 100 YR FPL LIMIT

DEV 100 YR FPL LIMIT

DEV 100 YR FPL LIMIT

DEV 100 YR FPL LIMIT

DEV 100 YR FPL LIMIT

DEV 100 YR FPL LIMIT

LOTLINE/ DEV 100 YR FPL LIMIT

LOT 170
8960 SF

LOT 169
8960 SF

LOT 168
8960 SF

LOT 167
8960 SF

LOT 171
9558 SF

LOT 172
9730 SF

LOT 173
9694 SF

W. SAGUARO PERCH WAY
C.A. "A"
(NEW PRIVATE STREET PER THIS PLAT)

N. DOVE RESERVE DRIVE
C.A. "A"
(NEW PRIVATE STREET PER THIS PLAT)

DOVE MOUNTAIN BOULEVARD
(EX PUBLIC STREET PER SEQ. NO. 20161060098)

BLUE AGAVE II AT DOVE MOUNTAIN, LOTS 163-252, SEQ. NO. 20173150076

BLOCK "1"
FUTURE RESIDENTIAL

BLOCK "1"
FUTURE RESIDENTIAL

UNSUBDIVIDED
218-31-163C

UNSUBDIVIDED
218-31-163C

UNSUB.

Q100 = 434 CFS (DEV)

Q100 = 323 CFS

Q100 = 193 CFS

R=1095.00'
L=1723.01'
D=90°09'24"

878.79'
N55°05'01"W
P/L
1062.10'

1122.45'
S55°05'01"E

78.30'

55.00'

50.00'

50'

50'

S46°17'49"W 96.23'

S34°54'59"W 234.47'

S34°54'59"W 226.87'

S34°54'59"W 123.61'

S34°54'59"W 128.00'

S34°54'59"W 139.00'

S34°54'59"W 127.95'

S55°05'01"E 70.00'

S55°05'01"E 273.61'

S55°05'01"E 63.61'

S55°05'01"E 65.00'

N34°54'59"E 35.00'

R=56'

124.86'

VARYING WIDTH
(55' TO 78', NOM.)

21'

C.A. "B"

R/W

CENTERLINE TIE
SEE RIGHT

EASEMENT KEYNOTES

- (A) NEW 10' PUBLIC AND PRIVATE UTILITY EASEMENT AND PRIVATE ROADWAY MAINTENANCE & SIGNAGE EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
- (B13) NEW SIGHT VISIBILITY TRIANGLE ("SVT") EASEMENT AREA GRANTED BY THIS PLAT
- (C) NEW 1' PRIVATE NO VEHICULAR ACCESS EASEMENT GRANTED TO THE TOWN OF MARANA BY THIS PLAT
- (D) EXISTING 20' TEMPORARY LEVEE ACCESS EASEMENT PER SEQUENCE #20180820157 (ABANDONED BY THIS PLAT)
- (E) EXISTING 30' TEMPORARY LEVEE ACCESS EASEMENT PER SEQUENCE #20180820157 (ABANDONED BY THIS PLAT)
- (F) EXISTING 30' LEVEE EASEMENT PER SEQUENCE #20180820157 (TO REMAIN)

N

0 40
SCALE IN FEET

N

0 40
SCALE IN FEET

C.A. "B"

LOT 167

W. SAGUARO PERCH WAY
(NEW PRIVATE STREET)
C.A. "A"

N. DOVE RESERVE DRIVE
(NEW PRIVATE STREET)
C.A. "A"

SIGHT VISIBILITY TRIANGLE - B13

DETAIL - COMMON AREA "B" (NEAR LOT 167)

R/W

DOVE MOUNTAIN BOULEVARD
(EX PUBLIC STREET PER SEQ. NO. 20161060098)

354.77'
S55°05'01"E

R/W

N

0 40
SCALE IN FEET

CENTERLINE TIE - DOVE MOUNTAIN BOULEVARD

W. SAGUARO PERCH WAY
(NEW PRIVATE STREET)
C.A. "A"

N. DOVE RESERVE DRIVE
(NEW PRIVATE STREET)
C.A. "A"

N

NOT TO SCALE

INTERSECTION - RADIAL BEARING AND CENTERLINE

DETAIL - INTERSECTION AT W. SAGUARO PERCH WAY AND N. DOVE RESERVE DRIVE

FOR INTERIOR LINEWORK ONLY

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
16784
WILLIAM H.
BAKER, JR.
ARIZONA U.S.A.

SEQUENCE #

FINAL PLAT for
SAGUARO RESERVE I AT DOVE MOUNTAIN, LOTS 1 - 38, 41 - 173, BLOCK "1" (FUTURE RESIDENTIAL) AND COMMON AREAS "A" (PRIVATE STREETS) AND "B" (OPEN SPACE/DRAINAGE)

BEING A SUBDIVISION OF A PORTION OF SECTIONS 16 AND 21, T11S, R12E, G&SRB&M, TOWN OF MARANA, PIMA COUNTY, ARIZONA

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

#PRV2102-004 REF.: #PRV 1803-002 JOB #2447 DATE: JUNE 2, 2021

SEQUENCE #

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C1	01°57'04"	1000.00	34.05
C2	36°55'36"	200.00	128.90
C3	08°52'32"	2790.00	432.19
C4	01°10'22"	2790.00	57.11
C5	43°00'02"	200.00	150.10
C6	00°08'04"	1000.00	2.35
C7	42°36'24"	1000.00	743.63
C8	10°29'59"	1000.00	183.25
C9	44°59'11"	200.00	157.03
C10	09°39'22"	450.00	75.84
C11	58°03'49"	450.00	456.03
C12	09°07'49"	200.00	31.87
C13	30°22'13"	990.00	524.76
C14	11°14'56"	990.00	194.37
C15	28°09'57"	990.00	486.67
C16	19°01'57"	990.00	328.86
C17	01°20'19"	990.00	23.13
C18	08°48'50"	450.00	69.22
C19	06°53'54"	450.00	54.18
C20	34°30'56"	1011.00	609.04
C21	35°42'28"	969.00	603.90
C22	00°32'53"	1021.00	9.77
C23	01°25'18"	2938.00	72.91
C24	01°25'18"	2938.00	72.91
C25	01°25'18"	2938.00	72.91
C26	01°25'18"	2938.00	72.91
C27	01°25'18"	2938.00	72.91
C28	34°59'05"	179.00	109.30
C29	53°26'30"	25.00	23.32
C30	03°20'05"	1148.00	66.82
C31	03°20'05"	1148.00	66.82
C32	03°20'05"	1148.00	66.82
C33	03°20'05"	1148.00	66.82
C34	03°20'05"	1148.00	66.82
C35	03°20'05"	1148.00	66.82
C36	03°20'05"	1148.00	66.82
C37	03°05'04"	1148.00	61.80
C38	03°25'48"	179.00	10.72
C39	08°16'42"	179.00	25.86
C40	04°40'52"	969.00	79.17
C41	04°40'52"	969.00	79.17
C42	04°40'52"	969.00	79.17
C43	10°07'53"	969.00	171.35
C44	01°30'34"	2769.00	72.95
C45	01°30'34"	2769.00	72.95
C46	01°30'34"	2769.00	72.95
C47	01°30'34"	2769.00	72.95
C48	01°32'55"	2769.00	74.84
C49	81°15'22"	25.00	35.45
C50	02°30'16"	598.00	26.14
C51	07°09'06"	598.00	74.64
C52	07°09'06"	598.00	74.64
C53	07°09'06"	598.00	74.64
C54	07°09'06"	598.00	74.64
C55	07°09'06"	598.00	74.64
C56	07°09'06"	598.00	74.64
C57	03°15'42"	598.00	34.04
C58	10°51'39"	429.00	81.32
C59	05°22'40"	429.00	40.27
C60	06°02'18"	429.00	45.21
C61	80°14'30"	25.00	35.01
C62	90°00'00"	25.00	39.27
C63	29°49'11"	25.00	13.01
C64	46°11'54"	50.00	40.32
C65	39°54'51"	50.00	34.83
C66	39°54'51"	56.00	39.01
C67	143°44'58"	56.00	140.50
C68	77°27'00"	56.00	75.70
C69	13°52'03"	56.00	13.55
C70	23°56'52"	50.00	20.90
C71	250°08'46"	56.00	244.49
C72	55°04'01"	50.00	48.06
C73	90°00'00"	25.00	39.27
C74	21°18'21"	1021.00	379.67
C75	03°20'05"	1021.00	59.43

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C76	03°20'05"	1021.00	59.43
C77	03°20'05"	1021.00	59.43
C78	03°20'05"	1021.00	59.43
C79	03°20'05"	1021.00	59.43
C80	03°20'05"	1021.00	59.43
C81	03°20'05"	1021.00	59.43
C82	03°20'05"	1021.00	59.43
C83	02°44'00"	1021.00	48.71
C84	37°43'58"	979.00	644.73
C85	99°38'39"	25.00	43.48
C86	13°33'26"	1011.00	239.22
C87	01°45'44"	429.00	13.19
C88	46°22'33"	100.00	80.94
C89	58°13'45"	25.00	25.41
C90	01°57'04"	979.00	33.34
C91	01°24'11"	1021.00	25.00
C92	32°24'41"	100.00	56.57
C93	05°17'47"	650.00	60.09
C94	05°17'47"	650.00	60.09
C95	21°21'35"	650.00	242.32
C96	06°01'57"	969.00	102.02
C97	06°59'09"	471.00	57.43
C98	07°09'06"	471.00	58.79
C99	07°09'06"	471.00	58.79
C100	07°09'06"	471.00	58.79
C101	07°09'06"	471.00	58.79
C102	07°09'06"	471.00	58.79
C103	07°09'06"	471.00	58.79
C104	03°15'42"	471.00	26.81
C105	03°37'04"	429.00	27.09
C106	102°00'37"	25.00	44.51
C107	34°40'02"	429.00	259.57
C108	07°09'06"	471.00	58.79
C109	02°30'16"	471.00	20.59
C110	07°09'06"	598.00	74.64
C111	07°09'06"	598.00	74.64
C112	03°37'04"	302.00	19.07
C113	06°02'18"	302.00	31.83
C114	11°32'13"	25.00	5.03
C115	00°15'35"	2769.00	12.55
C116	00°15'35"	2642.00	11.98
C117	01°30'34"	2642.00	69.61
C118	01°30'34"	2642.00	69.61
C119	01°30'34"	2642.00	69.61
C120	01°30'34"	2642.00	69.61
C121	01°30'34"	2642.00	69.61
C122	92°47'35"	25.00	40.49
C123	11°50'31"	969.00	200.27
C124	36°42'29"	179.00	114.68
C125	96°25'00"	25.00	42.07
C126	84°01'49"	25.00	36.67
C127	107°22'47"	25.00	46.85
C128	22°11'27"	179.00	69.33
C129	32°13'24"	221.00	124.29
C130	03°20'05"	1148.00	66.82
C131	74°03'34"	25.00	32.31
C132	111°46'55"	25.00	48.77
C133	06°39'25"	979.00	113.74
C134	90°00'00"	25.00	39.27
C135	85°59'52"	25.00	37.52
C136	00°16'22"	2769.00	13.18
C137	00°10'28"	2811.00	8.56
C138	79°13'22"	25.00	34.57
C139	94°35'24"	25.00	41.27
C140	04°54'40"	221.00	18.94
C141	38°30'34"	25.00	16.80
C142	04°13'18"	221.00	16.28
C143	12°25'34"	221.00	47.93
C144	12°25'34"	221.00	47.93
C145	12°25'34"	221.00	47.93
C146	03°29'12"	221.00	13.45
C147	25°35'12"	25.00	11.16
C148	56°10'01"	25.00	24.51
C149	98°14'47"	25.00	42.87
C150	83°16'22"	25.00	36.33

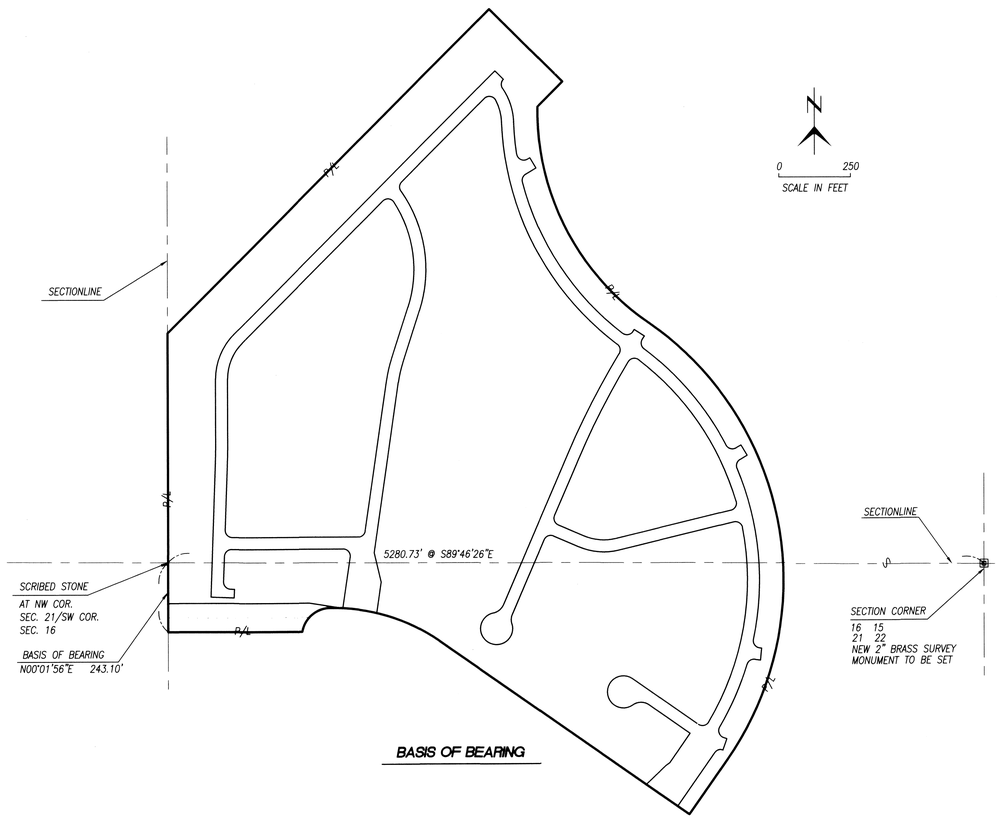
CURVE TABLE

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C151	02°24'36"	179.00	7.53
C152	93°11'03"	25.00	40.66
C153	25°13'38"	1011.00	445.14
C154	81°42'01"	25.00	35.65
C155	94°07'01"	25.00	41.07
C156	03°54'33"	2627.00	179.23
C157	74°17'16"	25.00	32.41
C158	93°09'03"	25.00	40.64
C159	00°51'11"	429.00	6.39
C160	01°56'31"	179.00	6.07
C161	00°16'34"	221.00	1.07
C162	17°32'59"	221.00	67.69
C163	13°35'07"	221.00	52.40
C164	05°30'55"	221.00	21.27
C165	00°47'51"	2938.00	40.89
C166	00°47'51"	2811.00	39.12
C167	01°25'18"	2811.00	69.75
C168	01°25'18"	2811.00	69.75
C169	01°25'18"	2811.00	69.75
C170	01°25'18"	2811.00	69.75
C171	01°25'18"	2811.00	69.75
C172	00°06'03"	2811.00	4.95
C173	03°57'31"	650.00	44.91
C174	00°49'22"	1021.00	14.66
C175	05°44'41"	969.00	97.15
C176	08°55'21"	969.00	150.90
C177	06°04'32"	969.00	102.75
C179	02°55'39"	1021.00	52.17
C180	02°49'52"	1021.00	50.45
C181	05°38'05"	1021.00	100.41
C182	00°56'46"	969.00	16.00
C183	00°57'33"	2938.00	49.18
C184	00°15'19"	2938.00	13.09
C185	03°20'54"	650.00	37.99
C186	02°08'28"	650.00	24.29
C187	06°45'05"	650.00	76.59
C188	27°56'31"	96.30	46.96
C189	27°56'31"	113.70	55.45
C190	30°38'19"	113.70	60.80
C191	30°38'19"	96.30	51.50
C192	02°56'11"	969.00	49.66
C193	14°39'44"	969.00	247.97
C194	02°07'47"	969.00	36.02
C195	01°17'25"	979.00	22.05
C196	05°19'14"	1011.00	93.88
C197	02°55'39"	1011.00	51.65
C198	01°08'48"	1011.00	20.24
C199	12°29'51"	1011.00	220.52
C200	01°28'59"	1011.00	26.17
C201	12°30'39"	979.00	213.77
C202	03°28'23"	979.00	59.35
C203	03°15'04"	979.00	55.55

NUMBER	DIRECTION	DISTANCE
L1	S75°27'18"E	26.91'
L2	N45°00'00"E	24.86'
L3	S01°57'53"W	16.68'
L4	S01°57'53"W	28.16'
L5	N80°58'41"W	27.73'
L6	N89°59'11"W	5.37'
L7	N00°00'49"E	7.99'
L8	N08°15'36"E	20.01'
L9	N17°54'58"E	10.00'
L10	S69°07'49"W	15.00'
L11	S45°00'00"E	21.00'
L12	N45°00'00"W	21.00'
L13	N59°33'42"E	10.00'
L14	S30°26'18"E	21.00'
L15	S30°26'18"E	21.00'
L16	S59°33'42"W	41.43'
L17	S56°38'46"E	21.00'
L18	S56°38'46"E	21.00'
L19	S59°07'35"W	20.00'
L20	S30°52'25"E	21.00'
L21	S30°52'25"E	21.00'
L22	S59°07'35"W	29.25'
L23	S05°24'53"W	21.00'
L24	S05°24'53"W	21.00'
L25	S19°12'15"W	21.00'
L26	N19°12'15"E	21.00'
L27	S54°23'15"W	15.00'
L28	S17°47'25"W	49.67'
L29	S04°12'18"W	11.14'
L30	N05°51'01"E	15.00'
L31	S23°18'21"W	31.00'
L32	S86°09'56"E	15.00'
L33	S19°27'27"E	15.00'
L34	S47°13'23"E	15.00'
L35	S23°18'21"W	1.99'
L36	S17°54'58"W	26.63'
L37	N23°18'21"E	18.67'
L38	S27°15'16"W	86.39'
L39	S48°03'44"W	102.86'
L40	S45°00'00"W	14.53'
L41	S48°28'42"W	78.28'
L42	S45°00'00"W	63.47'
L43	N02°33'31"W	70.70'
L44	N01°57'53"E	59.47'
L45	S05°12'45"W	105.14'
L46	N89°58'04"W	41.38'
L47	N11°30'59"E	104.83'
L48	N08°15'36"E	39.26'
L49	N44°01'37"W	28.97'
L50	S53°18'53"E	113.96'
L51	S17°50'06"E	168.25'
L52	S11°26'53"E	119.64'
L53	S29°26'46"W	168.15'
L54	N18°47'30"E	71.71'
L55	N23°18'21"E	37.00'
L56	N40°36'34"E	74.07'
L57	S45°00'00"W	57.99'
L58	S89°59'11"E	18.00'
L59	N89°59'11"W	40.48'
L60	N00°00'49"E	51.35'
L61	N00°00'49"E	80.08'
L62	S00°00'49"W	31.76'
L63	S24°46'28"W	47.22'
L64	S49°54'42"W	23.53'
L65	S49°54'42"W	48.64'
L66	N74°23'22"E	74.88'
L67	N53°15'22"E	108.91'
L68	S26°14'11"W	33.45'
L69	S55°05'01"E	12.10'
L70	N44°25'49"E	44.31'
L71	S00°01'56"W	50.00'
L72	S00°01'56"W	50.00'
L73	S11°10'48"W	62.83'
L74	N88°02'07"W	14.00'
L75	S01°57'53"W	30.00'
L76	S11°10'48"W	29.54'
L77	S87°44'11"W	66.72'
L78	N89°58'04"W	30.52'
L79	S88°02'07"E	21.00'
L80	N88°02'07"W	60.00'
L81	N30°11'02"E	66.21'
L82	S08°15'36"W	50.01'
L83	S08°15'36"W	49.99'
L84	N41°43'42"E	118.30'
L85	S83°19'26"W	35.40'
L86	S73°38'34"E	30.85'
L87	S84°21'48"W	53.56'
L88	N48°20'29"E	136.38'
L89	N88°58'26"E	34.54'
L90	S37°42'26"W	122.19'

NUMBER	DIRECTION	DISTANCE
L91	S16°50'35"W	81.76'
L92	N36°24'14"W	15.52'
L93	S28°39'22"W	105.66'
L94	N37°34'12"E	77.67'
L95	S53°53'03"W	95.80'
L96	N39°45'21"E	55.83'
L97	S51°55'45"W	103.77'
L98	S05°03'26"E	43.32'
L99	S49°12'25"W	46.15'
L100	N13°36'28"E	90.98'
L101	S49°09'52"W	58.59'
L102	N04°05'19"W	63.28'
L103	S56°32'54"E	39.89'
L104	S57°25'52"W	148.51'
L105	S14°30'51"W	52.32'
L106	S38°07'39"E	46.68'
L107	S70°10'21"W	74.67'
L108	N06°16'54"E	72.80'
L109	S50°07'21"E	32.97'
L110	S39°52'39"W	47.46'
L111	S66°41'39"E	121.23'
L112	S88°24'03"W	30.87'
L113	N70°10'21"E	43.49'
L114	S04°05'20"E	20.67'
L115	S08°15'36"W	56.96'
L116	S42°46'08"W	36.59'
L117	S00°25'48"W	26.36'
L118	S82°17'01"W	67.76'
L119	S43°28'00"W	47.19'
L120	S51°15'44"W	56.93'
L121	S22°29'24"W	49.85'
L122	S01°19'23"W	65.33'
L123	S37°26'35"W	12.34'
L124	S68°05'05"W	52.97'
L125	S19°52'49"W	78.85'
L126	S15°01'43"W	40.44'
L127	S62°01'21"W	32.37'
L128	S10°15'19"W	147.71'
L129	S42°57'06"W	79.34'
L130	S08°15'36"W	20.01'
L131	N53°54'42"W	43.13'
L132	S73°44'03"W	33.80'
L133	N66°41'39"W	60.42'
L134	S02°28'11"E	57.19'
L135	S55°05'01"E	340.54'
L136	S55°05'01"E	893.16'
L137	N79°54'59"E	44.86'
L138	S79°54'59"W	27.46'
L139	N51°58'28"E	365.44'
L140	N51°58'28"E	300.95'
L141	N82°36'47"E	188.77'
L142	N76°14'10"E	90.06'
L143	N82°25'36"W	80.49'
L144	N82°36'47"E	188.49'
L145	S55°05'01"E	279.18'
L146	S74°42'00"E	59.10'
L147	S67°23'54"W	37.32'
L148	N79°54'49"E	63.58'
L149	S55°05'01"E	85.10'
L150	N55°05'01"W	449.96'
L151	S55°05'01"E	54.44'
L152	N72°26'44"E	94.40'
L153	N70°21'20"E	54.17'
L154	N55°23'30"E	37.91'
L155	N14°52'08"E	22.60'
L156	S14°20'18"E	40.63'
L157	S08°54'17"W	53.49'
L158	N28°40'36"E	99.53'
L159	S57°20'05"E	76.25'
L160	N41°19'44"E	17.82'
L161	S68°05'05"W	42.49'
L162	S46°01'03"E	54.78'
L163	S75°03'24"E	128.36'
L164	N79°27'19"W	125.56'
L165	S25°15'48"W	109.12'
L166	S05°12'02"W	58.88'
L167	S76°22'45"W	391.79'
L168	N19°31'55"E	91.16'
L169	N71°06'10"E	54.67'
L170	S71°06'10"W	53.72'
L171	S49°24'39"W	129.22'
L172	S14°51'57"W	27.16'
L173	S46°17'40"W	24.48'
L174	N46°17'40"E	25.67'
L175	N89°59'11"W	180.82'
L176	N19°27'27"W	30.53'
L177	S00°00'49"W	115.95'
L178	S89°59'11"E	18.00'
L179	S46°49'47"W	10.09'

LINE TABLE



BASIS OF BEARING

SEQUENCE #

FOR INTERIOR LINEWORK ONLY

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
16784
WILLIAM H.
BAKER, JR.
Date Signed 6/2
ARIZONA U.S.A.

FINAL PLAT for

SAGUARO RESERVE I AT DOVE MOUNTAIN, LOTS 1 - 38, 41 - 173, BLOCK "1" (FUTURE RESIDENTIAL) AND COMMON AREAS "A" (PRIVATE STREETS) AND "B" (OPEN SPACE/DRAINAGE)

BEING A SUBDIVISION OF A PORTION OF SECTIONS 16 AND 21, T11S, R12E, G&SRB&M,TOWN OF MARANA, PIMA COUNTY, ARIZONA

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

#PRV2102-004 REF.: #PRV 1803-002 JOB #2447 DATE: JUNE 2, 2021 SHEET 10 OF 10

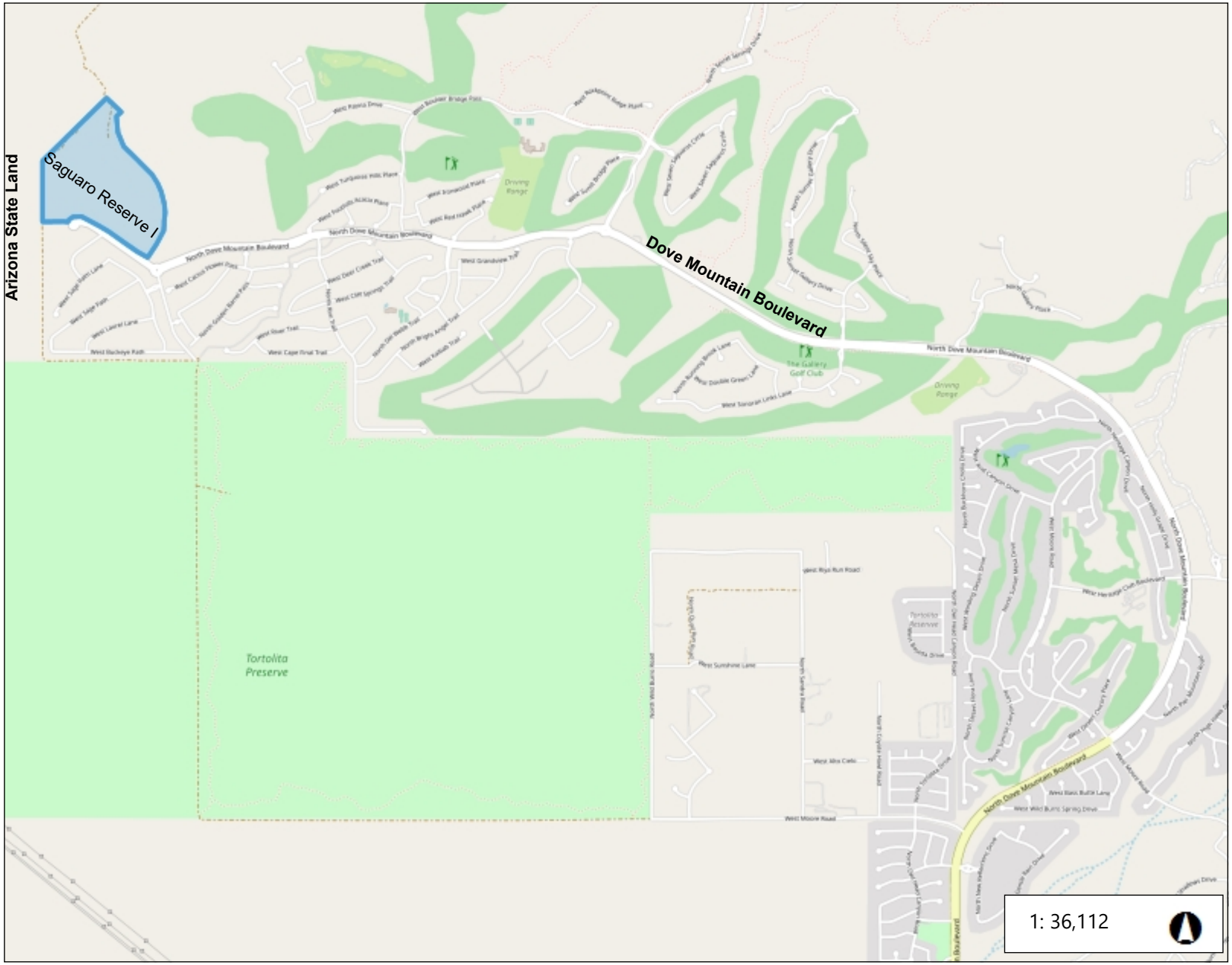
SEQUENCE #_____

Town of Marana Planning

Saguaro Reserve I at Dove Mountain

Location Map





Legend

- Marana Town Limits
- Parcel Labels

Notes

1.1 0 0.57 1.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

MARANA AZ

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

PROJECT APPLICATION

APPLICATION TYPE

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

PROJECT INFORMATION

Project Name: Saguaro Reserve I, Lots 1 - 173	
Description of Project: Single Family Residential	Number of Lots: 173
Parcel No.(s): 218-22-002Q	Gross Area (Acres): 79.0
Project Address: Not Available	
Ref. Project No.: PRV 1803-002	

CONTACT INFORMATION

Owner: DM Phase IV Investment	Contact Name: Bill Hallinan		
Address: 3567 E. Sunrise Dr., #219	City: Tucson	State: AZ	Zip: 85718
Email: bhallinan@cottonwoodproperties.com	Phone No.: (520) 299-8424		
Applicant: See above	Contact Name:		
Address:	City:	State:	Zip:
Email:	Phone No.:		
Consultant/Engineer: Baker & Assoc. Engineering	Contact Name: Marty Magelli		
Address: 3561 E. Sunrise Dr., #225	City: Tucson	State: AZ	Zip: 85718
Email: marty@baetucson.com	Phone No.: (520) 318-1950		

OWNER/APPLICANT AUTHORIZATION

I 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.)

William Hallinan		1-18-21
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No. PRV1809-001 **Date Received** 1

Revision Date 03/29/2019

Council-Regular Meeting **C9**

Meeting Date: 06/15/2021

To: Mayor and Council

From: Cynthia Ross, Senior Planner

Date: June 15, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-087: Relating to Development; approving a final plat for Alexander Apartments Blocks 1 and 2 located at the southwest corner of Aerie Drive and Thornydale Road (Cynthia Ross)

Discussion:

Request
Perry Engineering, L.L.C., representing I.T. Investments Three, L.L.C., has applied for approval of a final plat for Alexander Apartments Blocks 1 and 2 located at the southwest corner of Aerie Drive and Thornydale Road.

Location
The proposed subdivision is located on the southwest corner of Aerie Drive and Thornydale Road on approximately 9.51 acres of land.

Zoning
The zoning is F - Alexander Specific Plan with a land use designation of Mixed-Use (MU). The zoning was established on July 21, 2020 by Ordinance No. 2020.009. Block 1, the western 7.57 acre block, is proposed to be the Alexander Apartments, a 211 unit residential multi-family development. A Development Plan Package (Marana Case No.DPP2011-001) is currently under review for the apartment project. Block 2, the eastern 1.94 acre block, located adjacent to Thornydale Road, is envisioned to develop with additional apartment units or with a mix of uses, such as retail, restaurant, office, etc.

Architecture and Landscaping Design
This subdivision will follow the development standards, architecture and landscaping design guidelines of the Alexander Specific Plan as well as the Marana Commercial

Design Standards outlined in the Marana Land Development Code 08.07.03.

Staff Recommendation:

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

Suggested Motion:

I move to adopt Resolution No. 2021-087 approving a final plat for Alexander Apartments Blocks 1 and 2 located at the southwest corner of Aerie Drive and Thornydale Road.

Attachments

Resolution 2021-087
Alexander Apartments Final Plat
Location Map
Application

MARANA RESOLUTION NO. 2021-087

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR ALEXANDER APARTMENTS BLOCKS 1 AND 2 LOCATED AT THE SOUTHWEST CORNER OF AERIE DRIVE AND THORNYDALE ROAD.

WHEREAS the Mayor and Council of the Town of Marana adopted Ordinance No. 2020.009 on July 21, 2020, approving a rezoning to create the Alexander Specific Plan; and

WHEREAS Perry Engineering, L.L.C., representing I.T. Investments Three, L.L.C., has applied for approval of a final plat for Alexander Apartments Blocks 1 and 2, located at the southwest corner of Aerie Drive and Thornydale Road within a portion of Section 6, Township 13 South, Range 13 East; and

WHEREAS the Mayor and Town Council, at the regularly scheduled meeting on June 15, 2021 determined that the final plat for Alexander Apartments Blocks 1 and 2 should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the final plat for Alexander Apartments Blocks 1 and 2 is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of June 2021.

Mayor Ed Honea

ATTEST:

Cherry Lawson, Town Clerk

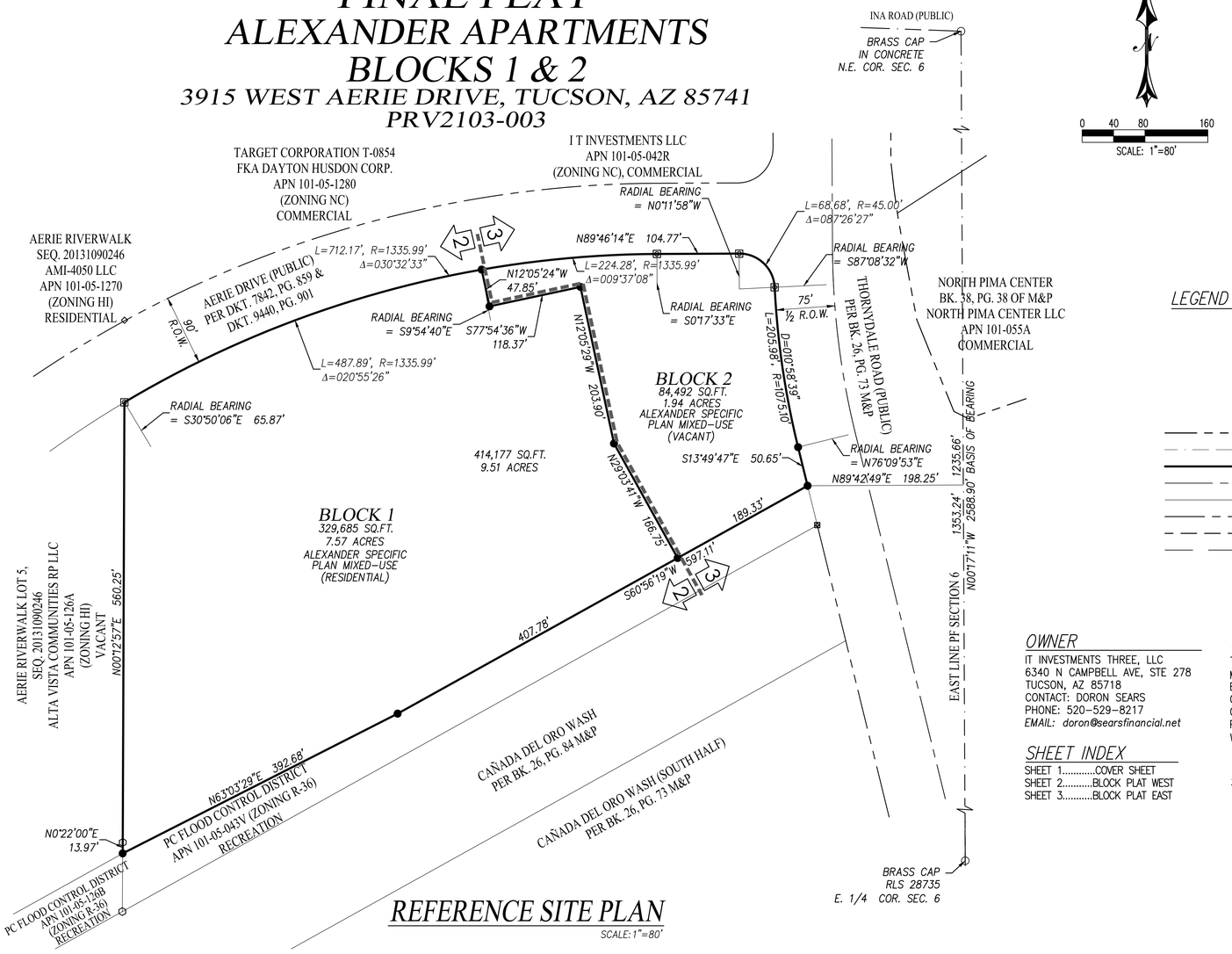
APPROVED AS TO FORM:

Jane Fairall, Town Attorney

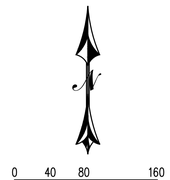
FINAL PLAT
ALEXANDER APARTMENTS
BLOCKS 1 & 2
3915 WEST AERIE DRIVE, TUCSON, AZ 85741
PRV2103-003

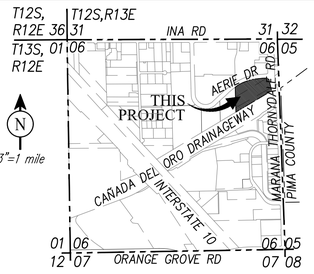
GENERAL NOTES:

1. GROSS AREA OF SUBDIVISION 414,177 S.F. (9.51 ACRES)
2. TOTAL NUMBER OF BLOCKS = TWO (2).
3. TOTAL MILES OF NEW PUBLIC STREETS IS 0.0 MILES. THE TOTAL MILES OF NEW PRIVATE STREETS ARE 0.0 MILES.
4. EXISTING ZONING IS "F", ALEXANDER SPECIFIC PLAN APPROVED ON JULY 21, 2020 BY ORDINANCE 2020.009. THE LAND USE DESIGNATION IS MIXED USE (MU).
5. MINIMUM LOT AREA: NONE.
6. MINIMUM LOT SIZE: NONE.
7. MAXIMUM BUILDING HEIGHT ALLOWED: 55 FEET.
8. REQUIRED BUILDING SETBACKS: PER THE ALEXANDER SPECIFIC PLAN.
9. BLOCK 1: 329,685 S.F. OR 7.57 ACRES; BLOCK 2: 84,492 S.F. OR 1.94 ACRES; COMBINED TOTAL AREAS 414,177 S.F. OR 9.51 ACRES.
10. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
11. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
12. 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.
13. OBJECTS AND MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30' AND 72' ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
14. THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
15. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
16. INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATION WITHIN THE PUBLIC RIGHTS-OF-WAY.
17. ALL DIMENSIONS SHOWN ON THIS PLAT ARE MEASURED OR A CALCULATED DERIVATIVE THEREOF, UNLESS OTHERWISE STATED.
18. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF TUCSON SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. §45-576.
19. REQUIRED ONSITE PARKING PER THE MARANA TOWN CODE CHAPTER 17-9: PARKING.



REFERENCE SITE PLAN
SCALE: 1"=80'





LOCATION MAP
A PORTION OF THE NE 1/4 OF SECTION 6, T13S, R13E, G&SRM, TOWN OF MARANA, PIMA COUNTY, AZ

LEGEND

- CALCULATED POSITION NOT FOUND OR SET
- SET 1/2" IRON REBAR W/BRASS TAG - RLS 51130
- FOUND 2" ALUMINUM CAP RLS 12122
- FOUND 1/2" IRON REBAR W/BRASS TAG RLS 14145
- FOUND 1/2" IRON REBAR W/BRASS TAG RLS 19862
- FOUND BRASS CAP AS NOTED
- 100YR-FEMA FLOODPLAIN LIMITS
- EROSION HAZARD SETBACK
- PROPERTY LINE
- RIGHT OF WAY CENTERLINE
- ADJACENT PARCELS LINES
- RIGHT OF WAY
- NEW PUBLIC UTILITY EASEMENT
- EXISTING EASEMENT
- LOT ACCESS

APPROVALS

_____ _____
MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER DATE

_____ _____
MARANA PLANNING DIRECTOR DATE

_____ _____
PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT DATE

CERTIFICATION

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

_____ _____
CLERK, TOWN OF MARANA DATE

ASSURED WATER SUPPLY

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

BY: _____

ITS _____ _____
CITY OF TUCSON WATER DEPARTMENT DATE

RECORDING

STATE OF ARIZONA)
) SS
COUNTY OF PIMA)

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF_____
ON THIS _____DAY OF _____, 20___ AT _____M., IN SEQUENCE No._____.

_____ _____
PIMA COUNTY RECORDER BY DEPUTY DATE

ASSURANCES

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

BY: _____ _____
TOWN OF MARANA DATE

DEDICATION:

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY FEE TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND WE CONSENT TO THE SUBDIVISION OF THIS LAND IN THE MANNER SHOWN ON THIS PLAT. WE HEREBY DEDICATE TO THE TOWN OF MARANA ALL PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT. UTILITY EASEMENTS AS SHOWN ON THIS PLAT, ARE DEDICATED TO THE TOWN OF MARANA, AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, PUBLIC UTILITIES. NO ACCESS EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OF ACCESS CONTROL TO ADJACENT RIGHTS-OF-WAY. OTHER EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OR PURPOSES NOTED ON THIS PLAT.

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

I.T. INVESTMENTS THREE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
BY: WC GROUP, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MANAGER
BY: WCLP, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MANAGER

_____
BY: DORON SEARS, MANAGER

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) SS
COUNTY OF PIMA)
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS __ DAY OF _____ 2021 BY DORON SEARS, MANAGER OF WCLP, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, MANAGER OF WC GROUP, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, MANAGER OF I.T. INVESTMENTS THREE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ON BEHALF OF THE LLC.

_____
NOTARY PUBLIC

_____
MY COMMISION EXPIRES:

OWNER

IT INVESTMENTS THREE, LLC
6340 N CAMPBELL AVE, STE 278
TUCSON, AZ 85718
CONTACT: DORON SEARS
PHONE: 520-529-8217
EMAIL: doron@searsfinancial.net

SHEET INDEX

SHEET 1.....COVER SHEET
SHEET 2.....BLOCK PLAT WEST
SHEET 3.....BLOCK PLAT EAST

BASIS OF BEARINGS:

THE BASIS OF BEARING FOR THIS PROJECT IS BASED ON A LINE AS MEASURED BETWEEN THE EAST ¼ CORNER OF SECTION 6, BEING A BRASS CAPPED SURVEY MONUMENT, RLS 28735, AT THE INTERSECTION OF N. THORNYDALE RD AND W. HORIZON HILLS DR. AND THE NORTHEAST CORNER OF SECTION 6, BEING A BRASS CAPPED SURVEY MONUMENT, PUNCH ONLY, EAST OF THE INTERSECTION OF N. THORNYDALE RD. AND W. INA RD. SAID BEARING BEING NORTH 00° 17' 11" WEST.

ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION. I FURTHER CERTIFY THAT THE 100-YEAR FLOODPLAIN LIMITS AND EROSION HAZARD SETBACKS AS SHOWN ON THIS PLAT, IF ANY, WERE PREPARED UNDER MY DIRECTION.

Registered Professional Engineer Certificate 34010 KENNETH D. PERRY Date Signed 06/08/21 ARIZONA, U.S.A.

KENNETH D. PERRY
P.E. #34010

CERTIFICATION OF SURVEY

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

REGISTERED LAND SURVEYOR 51130 ANDREW MYRL CLARK Date Signed 06/08/21 ARIZONA U.S.A.

ANDREW M. CLARK
R.L.S. # 51130

PERRY ENGINEERING
501 WEST WETMORE ROAD
TUCSON, AZ 85705
CONTACT: KEN PERRY, P.E.
PHONE: 520.620.9870
Kperry@perryengineering.net
P.E. JOB No. 19067

TOWN OF MARANA PROJECT NUMBER: PRV2103-003

FINAL PLAT
ALEXANDER APARTMENTS
BLOCKS 1 & 2

BEING A RESUBDIVISION OF A PORTION OF LOT 5 OF THORNYDALE PLAZA FINAL PLAT AS RECORDED IN BOOK 26 AT PAGE 84, MAPS AND PLATS
A PORTION OF SECTION 6, T-13-S, R-13-E, G.&S.R.M.
TOWN OF MARANA, PIMA COUNTY, ARIZONA
TAX PARCEL: 101-05-042K, 101-05-042J & 101-05-043U

JUNE 08, 2021 SCALE: 1"=80'

1 OF 3

ENG2103-007 PCZ2002-001 DPP2011-001

*SEQUENCE NO.*_____

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USE OF THE INFORMATION CONTAINED WITHIN THIS INSTRUMENT FOR OTHER THAN THE SPECIFIC PURPOSE FOR WHICH IT WAS INTENDED AND FOR OTHER THAN THE CLIENT FOR WHOM IT WAS PREPARED IS FORBIDDEN UNLESS EXPRESSLY PERMITTED IN WRITING IN ADVANCE BY PERRY ENGINEERING, LLC. PERRY ENGINEERING, LLC SHALL HAVE NO LIABILITY TO ANY USE OF THIS INFORMATION WITHOUT THEIR WRITTEN CONSENT.

E:\Perry Engineering\19067 - Alexander Apartments\Final Plat\19067-FP-SHT-2-3.dwg Plotted: Jun 08, 2021 - 12:16pm KPE11172020
USE OF THE INFORMATION CONTAINED WITHIN THIS INSTRUMENT FOR OTHER THAN THE SPECIFIC PURPOSE FOR WHICH IT WAS INTENDED AND FOR OTHER THAN THE CLIENT FOR WHOM IT WAS PREPARED IS FORBIDDEN UNLESS EXPRESSLY PERMITTED IN WRITING IN ADVANCE BY PERRY ENGINEERING, LLC. PERRY ENGINEERING, LLC SHALL HAVE NO LIABILITY TO ANY USE OF THIS INFORMATION WITHOUT THEIR WRITTEN CONSENT.

TARGET CORPORATION T-0854
FKA DAYTON HUSDON CORP.
APN 101-05-1280
(ZONING NC)
COMMERCIAL

AMI LLC
APN 101-05-1270
(ZONING HI)
RESIDENTIAL

AERIE RIVERWALK LOT 5,
SEQ. 20131090246
ALTA VISTA COMMUNITIES RP LLC
APN 101-05-126A
(ZONING HI)
VACANT
N00°12'57"E 560.25'

AERIE DRIVE (PUBLIC)
PER DKT. 7842, PG. 859 &
DKT. 9440, PG. 901

90' R.O.W.

300' FAR SIDE SVT
L=712.17', R=1335.99'
Δ=030°32'33"

L=487.89', R=1335.99'
D=020°55'26"

73.41' NAE OPENING

NEW 1' NAE DEDICATED BY THIS PLAT

380' NEAR SIDE SVT

37.32'

EHS – N61°54'06"E 171.96'

300' FAR SIDE SVT
L=224.28', R=1335.99'
Δ=009°37'08"

380' NEAR SIDE SVT

NEW 1' NAE DEDICATED BY THIS PLAT

30' NAE OPENING

43' NAE OPENING

N12°05'24"W 47.85'

S77°54'36"W 118.37'

SEE SHEET 3

N12°05'24"W 203.90'

N29°03'41"W 166.75'

SEE SHEET 3

BLOCK 1
329,685 SQ.FT.
7.57 ACRES
ALEXANDER SPECIFIC
PLAN MIXED–USE
(RESIDENTIAL)

BLOCK 2
84,492 SQ.FT.
1.94 ACRES
ALEXANDER SPECIFIC
PLAN MIXED–USE
(VACANT)

EX. RESTRICTION AREA PER
DKT. 6398, PG. 877

EHS – S28°05'54"E 500.00'

EX. RESTRICTION AREA
PER DKT. 6398, PG. 877

NEW 1' NAE DEDICATED BY THIS PLAT

PC FLOOD CONTROL DISTRICT
APN 101-05-043V
(ZONING R-36)
RECREATION

100YR FLOODPLAIN LIMIT

N63°03'29"E 392.68'

EX. 20' TCE
PER SEQ.
20201550500

NEW 1' NAE DEDICATED BY THIS PLAT

8.00' NAE OPENING
FOR PEDESTRIAN
ACCESS

407.78'
S60°56'19"W 597.11'

EX. 20' TCE
PER SEQ.
20201550500

CAÑADA DEL ORO WASH
PER BK. 26, PG. 84 M&P

N0°22'00"E
13.97'

149.97'

PC FLOOD
CONTROL DISTRICT
APN 101-05-126B
(ZONING R-36)
RECREATION

CAÑADA DEL ORO WASH
PER BK. 26, PG. 84 M&P

407.78'
S60°56'19"W 597.11'

124.19'

8' NAE OPENING
FOR PEDESTRIAN
ACCESS

0 20 40 80
SCALE: 1"=40'

SEQUENCE NO.

34010
KENNETH D.
PERRY
Date signed 06/08/21
ARIZONA, U.S.A.

51130
ANDREW MYRL
CLARK
06/08/21
ARIZONA U.S.A.

PERRY
ENGINEERING
501 WEST WETMORE ROAD
TUCSON, AZ 85705
CONTACT: KEN PERRY, P.E.
PHONE: 520.620.9870
Kperry@perryengineering.net
P.E. JOB No. 19067

TOWN OF MARANA PROJECT NUMBER: PRV2103-003

FINAL PLAT
ALEXANDER APARTMENTS
BLOCKS 1 & 2

BEING A RESUBDIVISION OF A PORTION OF LOT 5
OF THORNYDALE PLAZA FINAL PLAT
AS RECORDED IN BOOK 26 AT PAGE 84, MAPS AND PLATS
A PORTION OF SECTION 6, T–13–S, R–13–E, G.&S.R.M.
TOWN OF MARANA, PIMA COUNTY, ARIZONA
TAX PARCEL: 101–05–042K, 101–05–042J & 101–05–043U

JUNE 08, 2021

SCALE: 1"=40'

ENG2103-007 PCZ2002-001 DPP2011-001

SEQUENCE NO._____

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I T INVESTMENTS LLC
APN 101-05-042R
(ZONING NC)
COMMERCIAL

300' FAR SIDE SVT

AERIE DRIVE (PUBLIC)
PER DKT. 7842, PG. 859 &
DKT. 9440, PG. 901

90' R.O.W.

NEW 1' NAE DEDICATED BY THIS PLAT

L=712.17', R=1335.99'
Δ=030°32'33"

380' NEAR SIDE SVT

L=224.28', R=1335.99'
D=009°37'08"

N89°46'14"E 104.77'

L=68.68', R=1335.99'
D=002°56'27"

60' NAE OPENING

40' NAE OPENING

L=487.89', R=1335.99'
D=020°55'26"

30' NAE OPENING

43' NAE OPENING

N12°05'24"W 47.85'

S77°54'36"W 118.37'

NEW 1' NAE DEDICATED BY THIS PLAT

00°54'59"

75' ½ R.O.W.

SEE SHEET 2

L=205.98', R=1075.10'
D=010°58'39"

N12°05'29"W 203.90'

BLOCK 2
84,492 SQ.FT.
1.94 ACRES
ALEXANDER SPECIFIC PLAN MIXED-USE
(VACANT)

NEW 1' NAE DEDICATED BY THIS PLAT

BLOCK 1
329,685 SQ.FT.
7.57 ACRES
ALEXANDER SPECIFIC PLAN MIXED-USE
(RESIDENTIAL)

N29°03'41"W 166.75'

S13°49'47"E 50.65'

75' ½ R.O.W.

NEW 1' NAE DEDICATED BY THIS PLAT

N89°42'49"E 198.25'

1235.66'

1353.24'

N00° 17' 11"W 2588.30'

EX. 20' TCE PER SEQ. 20201550500

189.33'

SEE SHEET 2

407.78' S60°56'19"W

597.11'

PC FLOOD CONTROL DISTRICT
APN 101-05-043V
(ZONING R-36)
RECREATION

100YR FLOODPLAIN LIMIT

INA ROAD (PUBLIC)

BRASS CAP IN CONCRETE
N.E. COR. SEC. 6

NORTH PIMA CENTER LOT 1,
BK. 38, PG. 38 OF M&P
NORTH PIMA CENTER LLC
APN 101-055A
(ZONING NC)
COMMERCIAL USE

THORNYDALE ROAD (PUBLIC)
PER BK. 26, PG. 73 M&P

BRASS CAP
RLS 28735
E. 1/4 COR. SEC. 6

N

0 20 40 80
SCALE: 1"=40'

SEQUENCE NO.

34010
KENNETH D PERRY
Date signed 06/30/21
REGISTERED LAND SURVEYOR
ARIZONA, U.S.A.

51130
ANDREW MYRL CLARK
06/30/21
REGISTERED LAND SURVEYOR
ARIZONA, U.S.A.

PERRY ENGINEERING
501 WEST WETMORE ROAD
TUCSON, AZ 85705
CONTACT: KEN PERRY, P.E.
PHONE: 520.620.9870
Kperry@perryengineering.net
P.E. JOB No. 19067

TOWN OF MARANA PROJECT NUMBER: PRV2103-003

FINAL PLAT
ALEXANDER APARTMENTS

BLOCKS 1 & 2

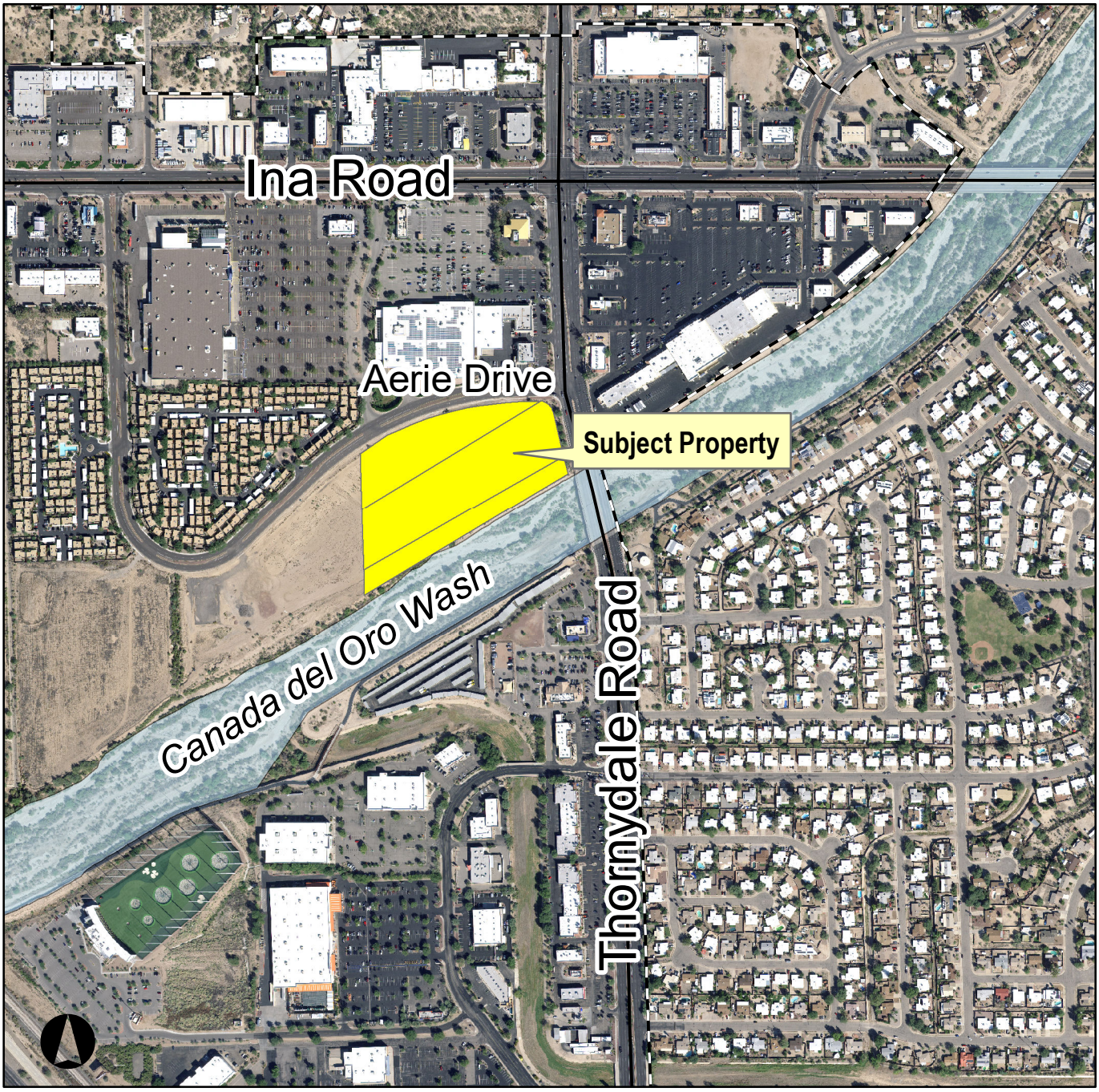
BEING A RESUBDIVISION OF A PORTION OF LOT 5
OF THORNYDALE PLAZA FINAL PLAT
AS RECORDED IN BOOK 26 AT PAGE 84, MAPS AND PLATS
A PORTION OF SECTION 6, T-13-S, R-13-E, G.&S.R.M.
TOWN OF MARANA, PIMA COUNTY, ARIZONA
TAX PARCEL: 101-05-042K, 101-05-042J & 101-05-043U

JUNE 08, 2021 SCALE: 1"=40'

ENG2103-007 PCZ2002-001 DPP2011-001

SEQUENCE NO._____

PRV2103-003 Alexander Apartments Final Plat



Data Disclaimer: The Town of Marana provides this map information
"As Is" at the request of the user with the understanding that it is not guaranteed to be accurate, correct or complete and conclusions drawn from such information are the responsibility of the user. In noevent shall The Town of Marana become liable to users of these data, or any other party, for any loss or direct, indirect, special, incidental, or consequential damages, including but not limited to time, money, or goodwill, arising from the use or modification of the data.

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:	
Description of Project:	Number of Lots:
Parcel No.(s):	Gross Area (Acres):
Project Address:	
Ref. Project No.:	

CONTACT INFORMATION

Owner:	Contact Name:		
Address:	City:	State:	Zip:
Email:	Phone No.:		
Applicant:	Contact Name:		
Address:	City:	State:	Zip:
Email:	Phone No.:		
Consultant/Engineer:	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.)

Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No._____ **Date Received**_____

Revision Date 03/29/2019

Council-Regular Meeting **C10**

Meeting Date: 06/15/2021

To: Mayor and Council

From: Anita McNamara, Long-Range Planner

Date: June 15, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-088: Relating to Development; approving a final plat for Quiktrip 1469 Parcel 1, Lots 1-2; located at the northeast corner of West Ina Road and North Starcommerce Way. (Anita McNamara)

Discussion:

Request
QuikTrip Corporation is requesting the approval of a final plat consisting of two commercial lots at 5050 West Ina Road. The proposed plat comprises approximately 7.38 acres of land, Lot 1 being 5.69 acres and Lot 2 being 1.69 acres.

History
The area being subdivided lies within the Ina Road Model Home Center (Blocks 1-9) Final Plat recorded in Pima County Assessor Bk.51, Pg.85 on January 15, 1999. Town staff then approved a minor land division for the QuikTrip Corporation, recorded at Pima County Assessor Sequence No. 20192210095 on August 8, 2019, combining Blocks 1 and 3 and a small portion of Block 2. The QuikTrip Corporation has now completed the construction of their new fueling/convenience center and wishes to create a new parcel on the excess land that will be made available for future sale and development.

Location
The subdivision is located at the northeast corner of West Ina Road North and Starcommerce Way.

Make Marana 2040 General Plan
The 2040 General Plan designates this area as Commercial, which accommodates community and regional scale commercial land uses.

Zoning and Land Use
The zoning for this final plat area is Transportation Corridor Zone "E". An existing QuikTrip fuel center and convenience store is located on the proposed Lot 1 of the commercial subdivision. The proposed Lot 2 is currently vacant and there are no plans for development at this time. Any new development on Lot 2 will be subject to development plan approval and compliance with the Town's commercial design standards.

Transportation
Access to the commercial subdivision will be provided from West Ina Road and North Starcommerce Way. Proposed Lot 1 will have direct access from both West Ina Road and to North Starcommerce Way, while the proposed Lot 2 will have direct access from North Starcommerce Way.

Staff Recommendation:
Staff has reviewed the request against the requirements of the Marana Town Code, the Land Development Code, and the Marana 2040 General Plan. This final plat is in substantial conformance with all required development regulations. Staff recommends approval to the Town Council.

Suggested Motion:
I move to adopt Resolution No. 2021-088, approving a final plat for QuikTrip 1469 Parcel 1, Lots 1-2 located at the northeast corner of West Ina Road and North Starcommerce Way.

Attachments

Resolution 2021-088
Final Plat
Application
Location Map

MARANA RESOLUTION NO. 2021-088

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR QUIKTRIP 1469 PARCEL 1, LOTS1-2; LOCATED AT THE NORTHEAST CORNER OF WEST INA ROAD AND NORTH STARCOMMERCE WAY

WHEREAS, on January 5, 1999, the Mayor and Town Council adopted Resolution No. 99-02, approving the final block plat for the Ina Road Model Home Center, Book 51, Page 85; and

WHEREAS, on August 8, 2019, QuikTrip Corporation recorded a minor land division in the Office of the Pima County Recorder at Sequence No. 20192210095, creating Parcel 1 of the Ina Road Model Home Center final plat; and

WHEREAS QuikTrip Corporation has applied for approval of a final plat for QuikTrip 1469 Parcel 1, Lots 1-2 located at the northeast corner of West Ina Road and North Starcommerce Way; and

WHEREAS the Marana Town Council, at the regularly scheduled meeting on June 15, 2021, determined the Final Plat for QuikTrip 1469 Parcel 1, Lots 1-2 should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the final plat for QuikTrip 1469 Parcel 1, Lots 1-2 is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of June 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

GENERAL NOTES

1. THE GROSS AREA OF THE SUBDIVISION = 321,751 SQ.FT. OR 7.3864 ACRES, MORE OR LESS.
2. THE EXISTING ZONING FOR THIS PROJECT IS "E" TRANSPORTAION CORRIDOR ZONE.
3. THE NUMBER OF LOTS IS 2.
4. THE MAXIMUM BUILDING HEIGHT FOR "E" ZONING IS 30 FEET. PROPOSED NEW BUILDING HEIGHT IS 20' MAX.
5. BUILDING SETBACKS: PER SEC 05.02.01C. ZONE 'A' SETBACK REQUIREMENTS
   FRONT: 20' MIN.
   SIDE: 5' MIN. (10' ADJACENT TO A STREET)
   REAR: 20' MIN.
5. NO FURTHER SUBDIVIDING OR LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA, TOWN COUNCIL.
6. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
7. 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.
8. OBJECTS AND MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30" AND 72" ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
9. NO NEW STREETS WILL BE CONSTRUCTED.
10. INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATION WITHIN THE PUBLIC RIGHTS-OF-WAY. A PORTION OF THE REQUIRED LANDSCAPE BUFFER, ALONG TWIN PEAKS, WILL BE PROVIDED WITHIN THE PUBLIC RIGHT-OF-WAY, WITH APPROVAL OF THE APPROPRIATE LICENSE AGREEMENT AND RIGHT-OF-WAY USE PERMIT, BY THE TOWN OF MARANA.
11. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF TUCSON WATER DEPARTMENT SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. §45-576.
12. THIS PROJECT IS LOCATED IN FLOOD ZONE X, AREA OF MINIMAL FLOODING AS INDICATED BY FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP (FIRM) NUMBER 04019C1655L, EFFECTIVE DATE JUNE 16, 2011.
13. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.

ASSURANCES

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

BY _____ _____
TOWN OF MARANA DATE

BASIS OF BEARINGS

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36, MONUMENTED AS SHOWN HEREON AS BEARING N88°24'07"W, PER BOOK 51, PAGE 85, P.C.R.

BASIS OF ELEVATION

CITY OF TUCSON GEODETIC CONTROL POINT #T01. BRASS CAP IN HANDHOLE AT THE INTERSECTION OF CORTARO FARMS ROAD AND CAMINO DE OESTE.
ELEVATION = 2301.92' (NAVD88 DATUM - CITY OF TUCSON - TOWN OF MARANA)

TOWN OF MARANA APPROVALS

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

BY _____ _____
MARANA DEVELOPMENT SERVICES DIRECTOR DATE

PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT APPROVAL

BY _____ _____
PCRWRD DIRECTOR DATE

CERTIFICATION

I, _____, CLERK OF THE TOWN OF MARANA HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA ON THE _____ DAY OF _____, 2021.

BY _____ _____
CLERK OF THE TOWN OF MARANA DATE

ASSURED WATER SUPPLY

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

BY _____ _____
CITY OF TUCSON WATER DEPARTMENT DATE

DEDICATION

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

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

QUIKTRIP DEDICATION:
IN WITNESS WHEREOF, QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION, AS OWNER, HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF JASON ACORD, ITS DIVISION REAL ESTATE MANAGER, THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2021.

BY: _____
JASON ACORD

ACKNOWLEDGEMENT

STATE OF _____)
)S.S.
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2021 BY JASON ACORD, DIVISION REAL ESTATE MANAGER AND AUTHORIZED SIGNER OF QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION, ON BEHALF OF THE CORPORATION.

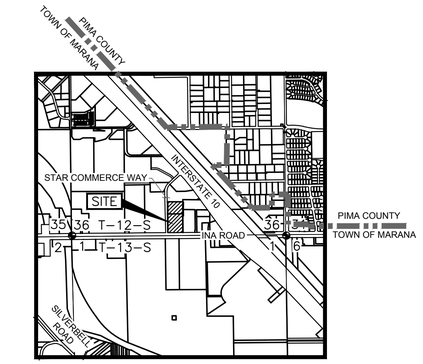
IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____.

MY COMMISSION EXPIRES _____.

RECORDING

Sequence_____
Fee_____
State of Arizona
County of Pima
I hereby certify that the instrument was filed for record at the request
Of The WLB Group, Inc.
Date_____
Time_____
Witness my hand and Official Seal day and year above written.
GABRIELLA CÁZARES-KELLY,
County Recorder
BY_____
Deputy



LOCATION PLAN
A PORTION OF SECTION 36, T. 12 S., R. 12 E., G.&S.R.M.,
TOWN OF MARANA, PIMA COUNTY, ARIZONA
SCALE 3"=1 MILE

LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- EASEMENT LINE
- PROPERTY LINE
- CENTER LINE
- SECTION LINE
- FOUND MONUMENT AS NOTED
- PROPERTY CORNER TO BE SET BY AN ARIZONA RLS
- SECTION CORNER / QUARTER SECTION CORNER

OWNER

QUIKTRIP CORPORATION ARIZONA DIVISION
1116 E. BROADWAY ROAD
TEMPE, ARIZONA 85282
PHONE: 480-446-6300
EMAIL: JNAUT@QUIKTRIP.COM

CERTIFICATION OF ENGINEERING

I HEREBY CERTIFY THAT THE FLOODPRONE LIMITS AND/OR EROSION HAZARD SETBACKS SHOWN ON THIS PLAT WERE PREPARED BY ME OR UNDER MY SUPERVISION.

_____
DAVID W. LITTLE P.E. NO 36234

Registered Professional Engineer (Civil) CERTIFICATE NO. 36234 DAVID W. LITTLE 5-10-21 Signed ARIZONA U.S.A.

CERTIFICATION

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

_____
PETER D. COTE RLS NO. 44121

REGISTERED LAND SURVEYOR CERTIFICATE NO. 44121 PETER D. COTE 05-19-21 ARIZONA U.S.A.

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

FINAL PLAT

QUIKTRIP No. 1469 PARCEL 1

LOTS 1 AND 2

A SUBDIVISION OF PARCEL 1 OF QUIKTRIP STORE NO. 1469 TC PER SURVEY SEQ. NO. 20192210095, BEING A RESUBDIVISION OF BLOCKS 1&3 AND A PORTION OF BLOCK 2 OF INA ROAD MODEL HOME CENTER, BLOCKS 1-9, AS RECORDED IN BOOK 51, M&P, PAGE 85 IN THE OFFICE OF THE PIMA COUNTY RECORDER, WITHIN THE SOUTH HALF OF SECTION 36, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

MAY, 2021

PROJECT NO. PRV 2102-003
RELATED CASE NOS. - LPR-12021, PRV-9866f, NPP-12022, DP1905-003 & DPR-12020 & PCZ2009-001

WLB JOB NO. 112036-A-003 SHEET 1 OF 2

SEQUENCE NUMBER:

SEQUENCE NUMBER:

0' 50' 100' 150'

BLOCK 4, "INA ROAD MODEL HOME CENTER"
BOOK 51, PAGE 85, P.C.R.
ZONING: E

NOT A PART

FOUND 1/2" REBAR W/ CAP LS 29273

N88°24'07"W 384.48'

FOUND 1/2" REBAR LS 37172

25' PRIVATE SEWER EASEMENT PER BOOK 51, PAGE 85, P.C.R.

LOT 2
±73,619 SQ.FT.
1.690 ACRES

7300 N. STARCOMMERCE WAY

192.67'

686.84'

N01°10'09"E 1093.46' (M&R)

192.69'

N02°35'02"E

NOT A PART

BLOCK 9
"INA ROAD MODEL HOME CENTER"
BOOK 51, PAGE 85, P.C.R.
ZONING: E

FOUND PCP LS 37172

N87°24'58"W 63.45'

N88°24'07"W 379.73'

N01°10'09"E

10' ELECTRIC & COMMUNICATIONS EASEMENT PER DKT. 11129, PAGE 935, P.C.R.

15' WATER LINE EASEMENT PER DKT. 11042, PAGE 2067, P.C.R.

15' WATER LINE EASEMENT PER DKT. 11042, PAGE 2067, P.C.R.

494.17'

25' PRIVATE SEWER EASEMENT PER BOOK 51, PAGE 85, P.C.R.

45' FULL R/W
22.5' HALF R/W
22.5' HALF R/W

PARCEL 1
SEQ. 20202870808
SEQ. 20192210095

226-35-017C
PORTION OF BLOCK 2
SEQ. 20202870808
SEQ. 20192210095

NOT A PART

UNSUBDIVIDED
APN 226-35-013H
ZONING: E

INGRESS/EGRESS EASEMENT PER DKT. 10253, PAGE 1693, P.C.R.

N01°35'49"E 231.37'

UNSUBDIVIDED
TOWN OF MARANA
APN 226-35-011D
ZONING: E

N. STARCOMMERCE WAY
(PUBLIC STREET)
(DKT 7681, PAGE 354, P.C.R.)

N88°24'11"W 19.50'

N01°35'49"E 212.20'

UNSUBDIVIDED
APN 226-35-013K
ZONING: E

ELECTRIC EASEMENT PER SEQ. 20200660210, P.C.R.

LOT 1
±248,132 SQ.FT.
5.696 ACRES

5050 W. INA

226-35-017B
PORTION OF BLOCK 2
SEQ. 20202870808
SEQ. 20192210095

NOT A PART

15' PUBLIC WATER EASEMENT PER BOOK 51, PAGE 85, P.C.R.

10' P.U.E. PER BOOK 51, PAGE 85, P.C.R.

15'x15' P.U.E. PER BOOK 51, PAGE 85, P.C.R.

S17°58'22"E 45.00'

S88°24'11"E 39.94'

10'x10' P.U.E. PER BOOK 51, PAGE 85, P.C.R. TO BE ABANDONED BY THIS PLAT

N01°35'49"E 115.53'

PRIVATE SIGN EASEMENT PER BOOK 51, PAGE 85, P.C.R.

FOUND 5/8" IRON PIN NO TAG

S64°44'25"E 18.99'

N24°24'32"W 18.35'

S88°24'07"E 230.11'

FOUND 1/2" REBAR LS 37172

S88°35'06"E 148.35'

INA ROAD
(PUBLIC STREET)
(BOOK 9, PAGE 91, P.C.R.)

FOUND 1/2" REBAR NO I.D.
SOUTHWEST CORNER
SEC. 36, T.12S., R.12E.
-STANDARD CORNER-

292.25'(M&R)

N88°24'07"W 2629.61' (C&R) (BASIS OF BEARING)

150' FULL R/W
75' HALF R/W
75' HALF R/W

N01°30'19"E 75.00'

SOUTH 1/4 CORNER
SEC. 36, T.12S., R.12E.
NOT FOUND
CALCULATED POSITION BASED ON FINAL PLAT AND PRE CONSTRUCTION SURVEY

N88°35'06"W(C) N88°35'17"W(R) 2634.67'(R)

FOUND 1/2" REBAR NO I.D.
SOUTHWEST CORNER
SEC. 36, T.12S., R.12E.
-STANDARD CORNER-

SEQUENCE NUMBER:

The WLB Group INC. **WLB**

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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
44121
PETER D. COTE
EXPIRES 06-19-22

FINAL PLAT

QUIKTRIP No. 1469 PARCEL 1

LOTS 1 AND 2

A SUBDIVISION OF PARCEL 1 OF QUIKTRIP STORE NO. 1469 TC PER SURVEY SEQ. NO. 20192210095, BEING A RESUBDIVISION OF BLOCKS 1&3 AND A PORTION OF BLOCK 2 OF INA ROAD MODEL HOME CENTER, BLOCKS 1-9, AS RECORDED IN BOOK 51, M&P, PAGE 85 IN THE OFFICE OF THE PIMA COUNTY RECORDER, WITHIN THE SOUTH HALF OF SECTION 36, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

MAY, 2021

PROJECT NO. PRV 2102-003,
RELATED CASE NOS. – LPR-12021, PRV-9866f, NPP-12022, DP1905-003 & DPR-12020 & PCZ2009-001

WLB JOB NO. 112036-A-003 SHEET 2 OF 2

SEQUENCE NUMBER:

G:\112036\A\000 - QTP1469\PA Platting\06 Final Plat\112-1469_FP_Parcel 1.dwg

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:	
Description of Project:	Number of Lots:
Parcel No.(s):	Gross Area (Acres):
Project Address:	
Ref. Project No.:	

CONTACT INFORMATION

Owner:	Contact Name:		
Address:	City:	State:	Zip:
Email:	Phone No.:		
Applicant:	Contact Name:		
Address:	City:	State:	Zip:
Email:	Phone No.:		
Consultant/Engineer:	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.)

Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No._____ **Date Received**_____

Revision Date 03/29/2019

Location Map



Subject Property

Council-Regular Meeting **C11**

Meeting Date: 06/15/2021

To: Mayor and Council

From: Cynthia Ross, Senior Planner

Date: June 15, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-089: Relating to Development; approving a final plat for Sierra Pointe Lots 1-27 and Common Areas "A" and "B" located on the west side of Coachline Boulevard approximately 0.2 miles north of Silverbell Road (Cynthia Ross)

Discussion:

Request
Baker and Associates, on behalf of A.F. Sterling Home Builders, LTD., is requesting approval of a final plat for Sierra Pointe, Lots 1-27 and Common Areas "A" (Private Streets) and "B" (Open Space/Drainage) on approximately 3.1 acres on land located within the Continental Ranch Specific Plan development area.

Location
The subdivision will be located on the west side of Coachline Boulevard approximately 0.2 miles north of Silverbell Road.

Zoning
The zoning is F (Continental Ranch Specific Plan) with a land use designation of Medium-High Density Residential (MHDR). The density range for medium-high density is between 6 and 10 RAC. Zero lot line, patio homes, duplexes and townhomes are the intended products for this category. Buildings may be one or two stories with a maximum building height of 30 feet allowed.

The proposed plat has a gross density of 8.7 RAC. The proposed average lot size is 3,339 square feet, the minimum lot size is 3,000 square feet (Lots, 10, 11, 12, 16, 17 and 18) and the maximum lot size is 3,507 square feet (Lot 19).

Architecture and Landscaping Design
This subdivision will follow the Continental Ranch Specific Plan design guidelines for architecture and landscaping. Both the architectural design and landscaping plan have been approved by the Continental Ranch Board of Directors and Architectural Committee.

Transportation
The single entry is on Coachline Boulevard, a collector street with a 90-foot public right-of-way. The internal private street is 28 feet wide within a 42-foot right-of-way.

Recreation
There are a multitude of recreational parks nearby within the Continental Ranch Specific Plan area: Continental Ranch Community Park is located 200 feet northeast, the Continental Ranch Community Center is adjacent on the north boundary, and Continental Ranch Community Park II is adjacent on the west boundary.

Staff Recommendation:

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

Suggested Motion:

I move to adopt Resolution No. 2021-089, approving a final plat for Sierra Pointe, Lots 1-27 and Common Areas "A" (Private Streets) and "B" (Open Space/Drainage) located on the west side of Coachline Boulevard approximately 0.2 miles north of Silverbell Road.

Attachments

Resolution 2021-089
Sierra Pointe Final Plat
Location Map
Application

MARANA RESOLUTION NO. 2021-089

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR SIERRA POINTE LOTS 1-27 AND COMMON AREAS "A" AND "B" LOCATED ON THE WEST SIDE OF COACHLINE BOULEVARD APPROXIMATELY 0.2 MILES NORTH OF SILVERBELL ROAD

WHEREAS, on April 5, 1988, the Town Council adopted Ordinance No. 88.09, approving the original Continental Ranch Specific Plan which has been amended from time to time; and

WHEREAS A.F. Sterling Home Builders, LTD. has applied for approval of a final plat for Sierra Pointe Lots 1-27 and Common Area "A" (Private Streets) and "B" (Open Space/Drainage), located on the west side of Coachline Boulevard approximately 0.2 miles north of Silverbell Road; and

WHEREAS the Mayor and Town Council, at the regularly scheduled meeting on June 15, 2021 determined that the final plat for Sierra Pointe should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the final plat for Sierra Pointe Lots 1-27 and Common Areas "A" and "B" is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of June 2021.

Mayor Ed Honea

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

DEDICATION

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

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

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

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

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

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

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

TITLE TO THE LAND OF COMMON AREA "A" (PRIVATE STREETS) SHALL BE VESTED IN A SUB-ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN SEQUENCE #_____, IN THE OFFICE OF THE PIMA COUNTY RECORDER. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE SUB-ASSOCIATION, WHICH WILL ACCEPT RESPONSIBILITY FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF COMMON AREA "A" WITHIN THIS SUBDIVISION. THE SUB-ASSOCIATION WILL BE A SUB ASSOCIATION OF THE ASSOCIATION OF INDIVIDUAL LOT OWNERS AS RECORDED IN DOCKET #11928, PAGE #6229, IN THE OFFICE OF THE PIMA COUNTY RECORDER.

TITLE TO THE LAND OF COMMON AREA "B" (OPEN SPACE/DRAINAGE) SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN DOCKET #11928, PAGE #6229, IN THE OFFICE OF THE PIMA COUNTY RECORDER. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH WILL ACCEPT RESPONSIBILITY FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF COMMON AREA "B" WITHIN THIS SUBDIVISION.

TITLE SECURITY AGENCY OF ARIZONA, L.L.C.

A DELAWARE LIMITED LIABILITY COMPANY, DBA TITLE SECURITY AGENCY, L.L.C., AS TRUSTEE UNDER TRUST NO. 201413-T, AND NOT IN ITS CORPORATE CAPACITY.

_____
TRUST OFFICER

BENEFICIARY

SCOTIA JV 2005 L.L.P.
C/O A.F. STERLING HOMEBUILDERS, LTD.
6340 N. CAMPBELL AVENUE, SUITE 240, TUCSON, AZ 85718

ACKNOWLEDGMENT

STATE OF ARIZONA } S.S.
COUNTY OF PIMA

ON THIS, THE 4th DAY OF June, 2021 BEFORE ME PERSONALLY APPEARED Diane L Doane WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE TRUST OFFICER OF TITLE SECURITY AGENCY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 201413-T, AND NOT IN ITS CORPORATE CAPACITY AND ACKNOWLEDGED THAT HE/SHE, AS THE TRUST OFFICER, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE(S) THEREIN CONTAINED.

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

NOTARY PUBLIC STATE OF ARIZONA
Pima County
JENNIFER RAMIREZ
COMMISSION # 557907
My Commission Expires January 13, 2023

_____
NOTARY PUBLIC

ASSURANCES

ASSURANCE IN THE FORM OF THIRD PARTY TRUST AGREEMENTS FROM TITLE SECURITY AGENCY, L.L.C., TRUST NO. 201413-T, AS RECORDED IN SEQUENCE NO. _____ IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS, AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY: _____ _____
TOWN OF MARANA DATE

GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 3.1 ACRES (136,059 S.F.).
2. THE TOTAL NUMBER OF LOTS IS 27.
3. THE TOTAL AREA OF COMMON AREA "A" (PRIVATE STREETS) IS 0.6 ACRES (27,317 S.F.)
   THE TOTAL AREA OF COMMON AREA "B" (OPEN SPACE/DRAINAGE) IS 0.4 ACRES (18,394 S.F.)
4. TOTAL MILES OF NEW PRIVATE STREETS IS 0.1 MILES.
   TOTAL MILES OF NEW PUBLIC STREETS IS -0-.
5. – MINIMUM REQUIRED LOT AREA: 4,000 S.F. AVERAGE, 3,000 S.F. MINIMUM INCLUDING COMMON AREA.
   – DENSITY CALCULATION: MINIMUM REQUIRED GROSS AREA PER DWELLING UNIT IS 4,000 S.F.
   – MINIMUM PROVIDED LOT AREA: 3,000 SF.
   – DENSITY CALCULATION: GROSS AREA PER DWELLING UNIT IS 5,039 SF.
   – AVERAGE LOT SIZE: 3,339 SF.
6. BUILDING SETBACKS PER THE CONTINENTAL RANCH SPECIFIC PLAN (DEVELOPMENT REGULATIONS, SECTION E.2.b.5).
   FRONT – 20 FOOT MINIMUM (GARAGES MUST VARY BY 3 FOOT MINIMUM)
   SIDE – 5 FOOT
   REAR – 5 FOOT
   CORNER – 10 FOOT
7. AT LEAST TWO OFF-STREET SPACES WITHIN A FULLY ENCLOSED GARAGE WILL BE PROVIDED FOR EACH LOT (27 LOTS x 2 = 54).
8. THE EXISTING ZONING IS "R" (SPECIFIC PLAN – CONTINENTAL RANCH) PER MARANA ORDINANCE NO. 88.09. THE LAND USE DESIGNATION IS CONTINENTAL RANCH MEDIUM HIGH DENSITY (MHD).
9. THIS PLAT IS IN COMPLIANCE WITH THE REQUIREMENTS AND GUIDELINES OF THE CONTINENTAL RANCH SPECIFIC PLAN AND THE MARANA TOWN CODE.
10. NO FURTHER SUBDIVIDING OR LOT SPLITTING OR SUBDIVIDING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
11. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
12. OBJECTS AND MATERIALS WITHIN THE SIGHT-VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30 INCHES AND 72 INCHES ABOVE THE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO SECTION 4.8 OF THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
13. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
14. ALL NEW AND EXISTING UTILITIES EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48 KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS, WITHIN OR CONTIGUOUS TO THE SITE, SHALL BE PLACED UNDERGROUND.
15. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF TUCSON SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. SEC. 45-576.
16. THE MINERAL RIGHTS UNDER THE PROPERTY ARE SUBJECT TO A RESERVATION RECORDED IN DOCKET #12427, PAGE #851, AND RE-RECORDED IN DOCKET #12557, PAGE #4279.

BASIS OF BEARING

THE BASIS OF BEARING IS THE SOUTH LINE OF SECTION 21 TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA. BEARING BEING: S 89°04'24" W

RECORDING DATA

STATE OF ARIZONA } S.S.
COUNTY OF PIMA

FEE _____
SEQUENCE NO. _____

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

_____ _____
GABRIELLA CAZARES-KELLY, PIMA COUNTY RECORDER DATE
DEPUTY COUNTY RECORDER

CERTIFICATIONS

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

REGISTERED LAND SURVEYOR CERTIFICATE DRAFT ARIZONA U.S.A.

MICHAEL AMERSON
AMERSON SURVEYING, INC.
REGISTERED LAND SURVEYOR NO. 22245
STATE OF ARIZONA

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

REGISTERED LAND SURVEYOR 16784 WILLIAM H. BAKER, JR. ARIZONA U.S.A. 6-7-21

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

TOWN OF MARANA APPROVALS

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

BY: _____ _____
MARANA DEVELOPMENT SERVICES DIRECTOR DATE

PIMA COUNTY APPROVAL

BY: _____ _____
PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT DATE

ASSURED WATER SUPPLY

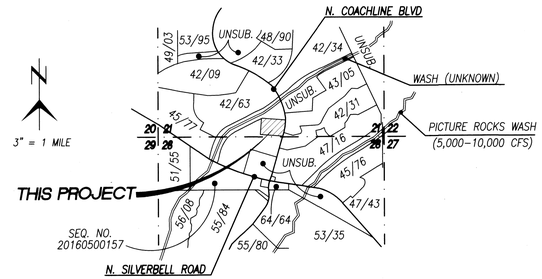
THE UNDERSIGNED CERTIFIES THAT IT IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY AND WILL PROVIDE WATER SERVICE TO THIS SUBDIVISION.

BY: _____ _____
ITS: _____ DATE
CITY OF TUCSON WATER DEPARTMENT

CERTIFICATION

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

BY: _____ _____
CLERK OF THE TOWN OF MARANA DATE



LOCATION PLAN

A PORTION OF SECTION 21, T12S, R12E, G&SRB&M, TOWN OF MARANA, ARIZONA

LEGEND

▲	FOUND SURVEY MONUMENT AS SHOWN
△	2" BRASS SURVEY MONUMENT TO BE SET
●	FOUND PROPERTY CORNER AS SHOWN
OR	1/2" REBAR TO BE SET BY A REGISTERED LAND SURVEYOR
———	SUBDIVISION BOUNDARY
C5	CURVE DATA (SEE TABLE, SHEET 2)
L10	LINE DATA (SEE TABLE, SHEET 2)
☆	ADDRESSING/ACCESS LOCATION
(PRIVATE STREET)	NEW PRIVATE STREET PER THIS PLAT
———	NEW RIGHT-OF-WAY LINE
— — — —	EXISTING RIGHT-OF-WAY LINE
—— – ——	STREET CENTERLINE
— — — —	EASEMENT LINE AS SHOWN
P.U.E.	NEW PUBLIC UTILITY EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
A.C.E.	NO VEHICULAR ACCESS CONTROL EASEMENT GRANTED BY THIS PLAT
SVT	SIGHT VISIBILITY TRIANGLE EASEMENT AREA GRANTED BY THIS PLAT (SEE ALSO GENERAL NOTE #11)
B.Y.	BUFFERYARD

ADMINISTRATIVE ADDRESS

8877 N. COACHLINE BLVD.

FINAL PLAT for

SIERRA POINTE, LOTS 1-27 AND COMMON AREAS "A" (PRIVATE STEETS) AND "B" (OPEN SPACE/DRAINAGE)

BEING A PORTION OF SECTION 21, T12S, R12E, G&SRB&M, TOWN OF MARANA, PIMA COUNTY, ARIZONA

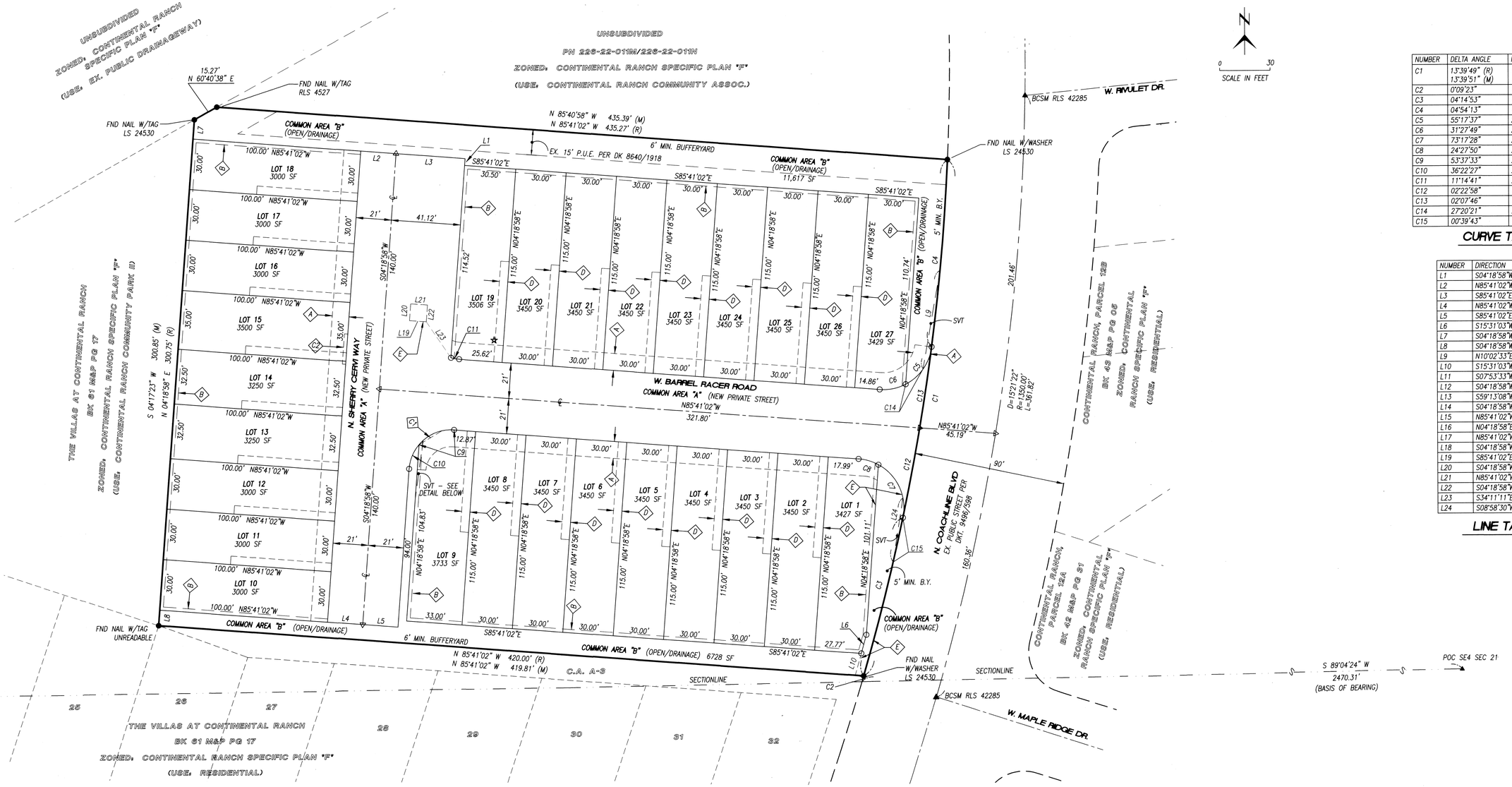
Baker & Associates Engineering, Inc.
3561 E. Sunrise Drive, Suite #225 Tucson, Arizona 85718 (520) 318-1950 Fax (520) 318-1930

#PRV2104-004

REF.: PRV 2101-003; LPR2102-001; NPP2101-001 JOB #2552 DATE: JUNE 3, 2021 SHEET 1 OF 2

SEQUENCE #_____

SEQUENCE #



NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C1	13°39'49" (R) 13°39'51" (M)	1305.00	311.21' (R) 311.22' (M)
C2	0°09'23"	1305.00	3.56'
C3	04°14'53"	1305.00	96.75
C4	04°54'13"	1305.00	111.68
C5	55°17'37"	29.00	27.99
C6	31°27'49"	29.00	15.93
C7	73°17'28"	29.00	37.10
C8	24°27'50"	29.00	12.38
C9	53°37'33"	25.00	23.40
C10	36°22'27"	25.00	15.87
C11	11°14'41"	25.00	4.91
C12	02°22'58"	1305.00	54.27
C13	02°07'46"	1305.00	48.50
C14	27°20'21"	29.00	13.84
C15	00°39'43"	1305.00	15.08

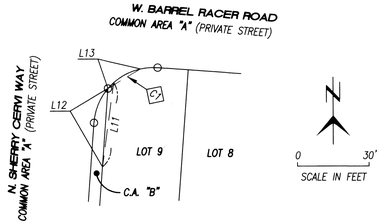
CURVE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S04°18'58"W	4.00'
L2	N85°41'02"W	21.00'
L3	S85°41'02"E	41.12'
L4	N85°41'02"W	21.00'
L5	S85°41'02"E	21.00'
L6	S15°31'03"W	11.50'
L7	S04°18'58"W	11.54'
L8	S04°18'58"W	9.21'
L9	N10°02'33"E	59.49'
L10	S15°31'03"W	13.47'
L11	S07°53'33"W	35.58'
L12	S04°18'58"W	32.89'
L13	S59°13'08"W	15.89'
L14	S04°18'58"W	1.83'
L15	N85°41'02"W	2.00'
L16	N04°18'58"E	18.00'
L17	N85°41'02"W	2.00'
L18	S04°18'58"W	16.17'
L19	S85°41'02"E	10.00'
L20	S04°18'58"W	10.00'
L21	N85°41'02"W	10.00'
L22	S04°18'58"W	10.00'
L23	S34°11'11"E	25.90'
L24	S08°58'30"W	38.39'

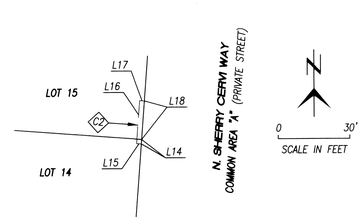
LINE TABLE

EASEMENT KEYNOTES

- (A) NEW 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
- (B) NEW 1' NO VEHICULAR ACCESS EASEMENT GRANTED TO THE TOWN OF MARANA BY THIS PLAT
- (C#) NEW VARYING WIDTH PUBLIC PEDESTRIAN ACCESS AND MAINTENANCE EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT (SEE DETAILS THIS SHEET)
- (D) NEW 5'x60' PUBLIC UTILITY EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
- (E) NEW VARYING WIDTH PUBLIC UTILITY EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT



C1 - PUBLIC PEDESTRIAN ACCESS EASEMENT/ SIGHT VISIBILITY TRIANGLE EASEMENT



C2 - PUBLIC PEDESTRIAN ACCESS EASEMENT

FOR INTERIOR GEOMETRY ONLY

CERTIFICATE NO. 16784 WILLIAM H. BAKER, JR. Registered ARIZONA U.S.A.

FINAL PLAT for

SIERRA POINTE, LOTS 1-27 AND COMMON AREAS "A" (PRIVATE STEETS) AND "B" (OPEN SPACE/DRAINAGE)

BEING A PORTION OF SECTION 21, T12S, R12E, G&SRB&M, TOWN OF MARANA, PIMA COUNTY, ARIZONA

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

#PRV2104-004

REF.: PRV 2101-003; LPR2102-001; NPP2101-001 JOB #2552 DATE: JUNE 3, 2021 SHEET 2 OF 2

SEQUENCE #_____

SEQUENCE #_____


Continental Ranch Parcel 27A
Medium High Density
Continental Ranch Parcel 12B
Medium Density
Continental Ranch Parcel 16
Medium High Density
Continental Ranch
Community Park
Continental Ranch
Community Center
Continental Ranch Parcel 12A
Medium Density
Continental Ranch
Community Park II
Continental Ranch Parcel 15
The Villas
Medium High Density
Continental Ranch Parcel 11
Medium Density
Commercial
SILVERBELL ROAD
COACHLINE BLVD.

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: Sierra Pointe, Lots 1 - 27	
Description of Project: Single Family Residential	Number of Lots: 27
Parcel No.(s): 226-22-011P and 226-22-011Q	Gross Area (Acres): 3.1
Project Address: 8877 N. Coachline Blvd.	
Ref. Project No.:	

CONTACT INFORMATION

Owner: JJEP Investments	Contact Name:		
Address: 112 Bonanza	City: Spicewood	State: TX	Zip: 78669
Email:	Phone No.:		
Applicant: A.F. Sterling	Contact Name: Randy Agron		
Address: 6340 N. Campbell Ave.	City: Tucson	State: AZ	Zip: 85718
Email: randy@afsterling.com	Phone No.: (520) 577-3600		
Consultant/Engineer: Baker & Assoc. Engineering	Contact Name: Marty Magelli		
Address: 3861 E. Sunrise	City: Tucson	State: AZ	Zip: 85718
Email: marty@baetucson.com	Phone No.: (520) 318-1950		

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.)

RANDY AGRON		12/8/2020
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No._____ **Date Received**_____

Revision Date 03/29/2019

Council-Regular Meeting **C12**

Meeting Date: 06/15/2021

To: Mayor and Council

Submitted For: Gus Myers, Development Engineering Manager

From: Gus Myers, Development Engineering Manager

Date: June 15, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-090: Relating to Development; approving a Release of Assurances for Desert Oasis at Twin Peaks subdivision and accepting public improvements for maintenance (Gus Myers)

Discussion:

Desert Oasis at Twin Peaks consists of lots 1-74, a 37-acre subdivision located northwest of the intersection of Twin Peaks Road and Oasis Road. The final plat for the subdivision was recorded in the Pima County Recorder's Office at Sequence Number 20182920050.

The Town has an assurance agreement assuring the completion of improvements need to serve the subdivision. The subdivider has completed the improvements serving Desert Oasis at Twin Peaks acceptable to Town standards in accordance with the assurance agreement, including public infrastructure, which consists of paved streets, sanitary sewer conveyance, and a potable water system.

If adopted, this resolution will release the Desert Oasis at Twin Peaks subdivision assurances and accept the public streets and potable water system for maintenance. The public sanitary sewer conveyance system serving the subdivision is being dedicated to and accepted by Pima County Regional Wastewater Reclamation District.

Staff Recommendation:

Staff recommends adoption or Resolution 2021-090 approving a release of assurances for Desert Oasis At Twin Peaks and accepting public street improvements and the potable water system for maintenance.

Suggested Motion:

I move to adopt Resolution No, 2021-090, approving a release of assurances for Desert Oasis At Twin Peaks, and accepting the public street improvements and potable water system for maintenance.

Attachments

Resolution 2021-090

Engineering Plans

MARANA RESOLUTION NO. 2021-090

RELATING TO DEVELOPMENT; APPROVING A RELEASE OF ASSURANCES FOR DESERT OASIS AT TWIN PEAKS SUBDIVISION AND ACCEPTING PUBLIC IMPROVEMENTS FOR MAINTENANCE

WHEREAS the final plat for 'Desert Oasis at Twin Peaks, Lots 1 – 74, and Block "1" and Common Areas "A" (Functional Open Space), "B" (Natural Undisturbed Open Space), "C" (Park) and "D" (Sewer/Open Space)' ("Desert Oasis at Twin Peaks") was recorded in the Pima County Recorder's office on October 19, 2018, at sequence 20182920050; and

WHEREAS the Town has a third party trust assurance agreement (the "Assurance Agreement") with Mattamy Tucson, LLC (the "Subdivider") and Title Security Agency LLC, under Trust No. 201527R, recorded in the Pima County Recorder's Office on October 19, 2018, at sequence 20182920051, assuring the completion of public improvements for Desert Oasis at Twin Peaks; and

WHEREAS the Subdivider has completed the public improvements for Desert Oasis at Twin Peaks acceptable to Town standards in accordance with the Assurance Agreement.

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

Section 1. The Assurance Agreement is hereby released.

Section 2. The Town accepts for maintenance, including maintenance of regulatory traffic control and street signs, approximately 0.6 miles of the following paved streets as shown on the plat of Desert Oasis at Twin Peaks:

- Indian Sunrise Drive
- Indian Shadow Drive
- Indian Jewel Drive
- Indian River Drive
- Indian Cloud Place

Section 3. The Town accepts for maintenance the potable water system serving Desert Oasis at Twin Peaks, consisting of approximately 3,591 linear feet of potable water line with an estimated value of $286,815.00.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of June 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

PUBLIC PAVING, DRAINAGE and SEWER IMPROVEMENT PLANS for DESERT OASIS AT TWIN PEAKS, LOTS 1 - 74

PUBLIC STREETS

ENG1712-001

SEQUENCE # 20182920050

THE SEAL OF PIMA COUNTY ARIZONA

P18WI00001

Approved 02/16/2018

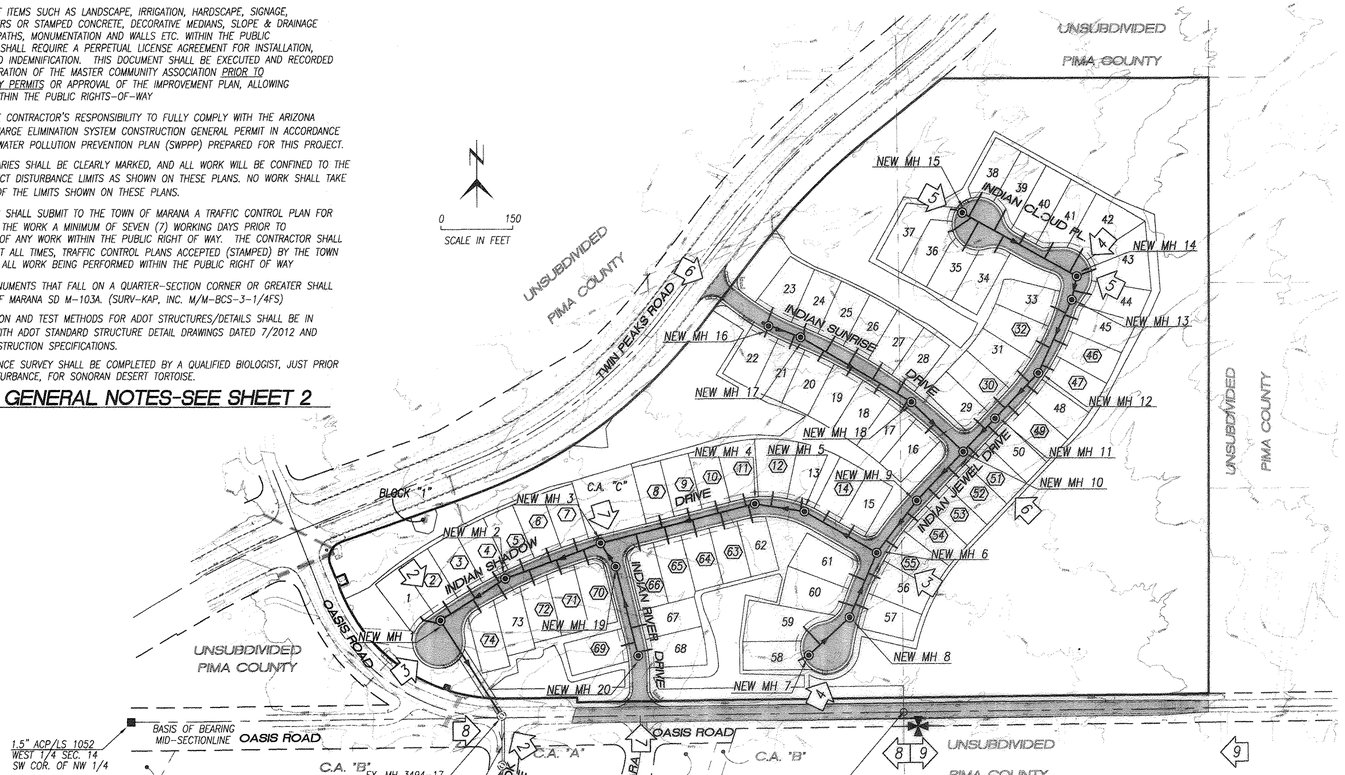
GENERAL NOTES

1. ALL CONSTRUCTION AND TEST METHODS SHALL BE IN CONFORMANCE WITH PIMA ASSOCIATION OF GOVERNMENTS STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (PAG SSPN), 2015 EDITION, UNLESS NOTED.
2. BASIS OF BEARING FOR THIS PROJECT: THE SOUTH LINE OF THE NORTHWEST QUARTER SECTION 14, T12S, R12E G&SRM. AS MONUMENTED BY A 1.5" ACP "LS 1052" AT THE WEST QUARTER OF SAID SECTION AND A 3.25" ALUMINUM CAPPED DISK, DOWN 0.3', AT THE CENTER OF SECTION. SHOWN ON RECORD OF SURVEY RECORDED AT SEQ. #20143490258 SAID BEARING BEING: S89°26'23"W.
3. BASIS OF ELEVATION FOR THIS PROJECT: 1/2" REBAR SEC. CORNER REFERENCE POINT, OPUS CONTROL POINT 12512E.L19. SAID ELEVATION BEING 2279.81 (NAVD88).
4. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS.
5. CONTRACTOR SHALL CALL BLUESTAKE (1-800-STAKE-IT) TO VERIFY LOCATION OF UTILITIES TWO FULL WORKING DAYS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION.
6. CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY GOVERNMENTAL AGENCIES.
7. ALL REVISIONS TO THESE PLANS MUST BE APPROVED BY TOWN ENGINEER PRIOR TO CONSTRUCTION.
8. ALL WORK SHALL CONFORM TO "STANDARDS FOR GRADING AND RELATED SITE WORK" TITLE 19 OF THE TOWN OF MARANA LAND DEVELOPMENT CODE.
9. ALL CONCRETE SHALL COMPLY WITH PAG SSPN SECTION 1006, CLASS S, 3,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS, UNLESS OTHERWISE SPECIFIED.
10. CONTRACTOR SHALL GIVE FORTY-EIGHT (48) HOURS NOTICE WHEN HE SHALL REQUIRE SERVICES OF THE ENGINEER OR ANY OTHER PERSON PROPERLY AUTHORIZED FOR SUCH PURPOSE FOR LAYING OUT ANY PORTION OF THE WORK. HE SHALL ALSO DIG ALL STAKE HOLES NECESSARY TO GIVE LINE AND LEVELS.
11. THE CONTRACTOR SHALL PRESERVE ALL STAKES SET FOR THE LINES, LEVELS OR MEASUREMENTS OF THE WORK IN THEIR PROPER PLACES UNTIL AUTHORIZED TO REMOVE THEM BY THE ENGINEER. ANY EXPENSE INCURRED IN REPLACING ANY STAKES WHICH THE CONTRACTOR OR HIS SUBORDINATES MAY HAVE FAILED TO PRESERVE SHALL BE CHARGED TO THE CONTRACTOR.
12. 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. THE COST THEREOF IS TO BE INCLUDED IN THE CONSTRUCTION PRICE.
13. 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 DURING THE COURSE OF CONSTRUCTION. ALL REPAIR, REPLACEMENT OR CLEANUP SHALL BE DONE TO THE SATISFACTION OF THE OWNER.
14. OMISSIONS OR CONFLICTS BETWEEN VARIOUS ELEMENTS OF THE DRAWINGS, NOTES AND DETAILS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND RESOLVED BEFORE PROCEEDING WITH THE WORK.
15. UPON COMMENCEMENT OF WORK, TRAFFIC CONTROL DEVISES SHALL BE POSTED AND MAINTAINED BY THE CONTRACTOR UNTIL SUCH TIME AS THE WORK IS COMPLETED. ALL WARNING SIGNS, BARRICADES, ETC., SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ADOPTED BY THE STATE OF ARIZONA PURSUANT TO A.R.S. 28-650.
16. A COPY OF THE APPROVED PLAN SHALL BE KEPT IN AN EASILY ACCESSIBLE LOCATION ON THE SITE AT ALL TIMES DURING CONSTRUCTION.
17. IF UNANTICIPATED CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION AND ARE BEYOND THE SCOPE OF THE DESIGN, THE ENGINEER SHALL SUBMIT THE NECESSARY REVISED OR SUPPLEMENTAL IMPROVEMENT PLANS FOR AND ACCEPTANCE BY THE TOWN ENGINEER.
18. 30 DAYS PRIOR TO DESTRUCTION OR REMOVAL OF CACTUS THE CONTRACTOR SHALL NOTIFY THE ARIZONA DEPARTMENT OF AGRICULTURE AT (520)628-6310.
19. REPORTS OF SOILS INVESTIGATION INCLUDING RECOMMENDATIONS FOR GRADING PROCEDURES HAVE BEEN PREPARED BY ProTeX-the PT Xperts, L.L.C., AS FOLLOWS: GEOTECHNICAL INVESTIGATION FOR TWIN PEAKS AND OASIS, PROTEX JOB NUMBER 2240, DATED 3/14/13; ADDENDUM#1 DATED 12/20/16 & ADDENDUM 2 DATED 6/14/17. ALL EARTHWORK SHALL CONFORM TO THE RECOMMENDATIONS CONTAINED IN SAID REPORTS.
20. THE SOILS ENGINEER SHALL OBSERVE, INSPECT AND TEST ALL EARTHWORK OPERATIONS INCLUDING, BUT NOT LIMITED TO, CLEARING, GRUBBING, SUBGRADE PREPARATION, STRUCTURAL AND TRENCH EXCAVATION AND BACKFILL, TOGETHER WITH PLACEMENT AND COMPACTION OF FILL.
21. COMPACTION IN ALL FILL AREAS SHALL BE TO A MINIMUM OF 95% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO DESIGNATION T-99, METHOD A. THOSE AREAS TO RECEIVE FILL ARE TO BE SCARIFIED TO A DEPTH OF TEN (10) INCHES, BROUGHT TO THE PROPER MOISTURE CONTENT AND COMPACTED TO THE ABOVE DENSITY. THE AREA SOURCE OF FILL MATERIAL SHALL BE APPROVED BY THE OWNER PRIOR TO COMMENCEMENT OF WORK. TESTS OF FILL MATERIAL WILL BE DONE AT THE OWNER'S EXPENSE.
22. THE DESIGN SPEED FOR ONSITE STREETS IS 25 MPH, UNLESS OTHERWISE NOTED. THE DESIGN VEHICLE IS WB-40.
23. AGGREGATE BASE COURSE SHALL COMFORM TO PAG SSPN SECTION 303 AND BE COMPACTED TO 100% MAX. DENSITY.
24. ASPHALTIC CONCRETE SHALL COMFORM WITH PAG SSPN SECTION 406, MIX #2, SPECIFICATIONS (SUBDIVISION MIX 4.0%±0.2% AIR VOIDS).
25. A REGISTERED ENGINEER MUST CERTIFY THAT THIS PROJECT WAS CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED PLANS PRIOR TO THE REQUEST FOR FINAL INSPECTION/ CERTIFICATE OF OCCUPANCY OR RELEASE OF ASSURANCES.
26. NATIVE PLANTS MUST BE FLAGGED AND PROTECTIVE FENCING MUST BE INSTALLED AS REQUIRED BY THE NATIVE PLANT PRESERVATION PLAN PRIOR TO ANY GRADING ACTIVITY.
27. A RIGHT-OF-WAY PERMIT IS REQUIRED FOR CONSTRUCTION WITHIN THE PUBLIC RIGHT-OF-WAY AND DRAINAGEWAYS.
28. IF ARCHAEOLOGICAL MATERIALS ARE DISCOVERED DURING THE COURSE OF CONSTRUCTION, THESE MUST BE HANDLED PER THE CONDITIONS OF THE ARMY CORPS OF ENGINEERS 404 ISSUED FOR THIS PROJECT.
29. IF ANY HUMAN REMAINS OR FUNERARY ITEMS ARE DISCOVERED DURING CONSTRUCTION, 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, PURSUANT TO A.R.S. 41-865.

GENERAL NOTES, Continued

30. THE CONTRACTOR SHALL OBTAIN A TOWN OF MARANA RIGHT-OF-WAY PERMIT AND SCHEDULE A PRE-CONSTRUCTION CONFERENCE WITH THE TOWN OF MARANA RIGHT-OF-WAY INSPECTOR PRIOR TO COMMENCEMENT OF ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY.
31. THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL OBTAIN A TOWN OF MARANA BUSINESS LICENSE PRIOR TO COMMENCEMENT OF ANY WORK.
32. TRACER WIRE REQUIRED FOR ALL SLEEVES.
33. INSTALLATIONS OF ITEMS SUCH AS LANDSCAPE, IRRIGATION, HARDSCAPE, SIGNAGE, DECORATIVE PAVERS OR STAMPED CONCRETE, DECORATIVE MEDIANS, SLOPE & DRAINAGE IMPROVEMENTS, PATHS, MONUMENTATION AND WALLS ETC. WITHIN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED AND RECORDED WITH THE COOPERATION OF THE MASTER COMMUNITY ASSOCIATION PRIOR TO ISSUANCE OF ANY PERMITS OR APPROVAL OF THE IMPROVEMENT PLAN, ALLOWING INSTALLATIONS WITHIN THE PUBLIC RIGHTS-OF-WAY
34. 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 (SWPPP) PREPARED FOR THIS PROJECT.
35. GRADING BOUNDARIES SHALL BE CLEARLY MARKED, AND ALL WORK WILL BE CONFINED TO THE APPROVED PROJECT DISTURBANCE LIMITS AS SHOWN ON THESE PLANS. NO WORK SHALL TAKE PLACE OUTSIDE OF THE LIMITS SHOWN ON THESE PLANS.
36. 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
37. ANY SURVEY MONUMENTS THAT FALL ON A QUARTER-SECTION CORNER OR GREATER SHALL BE PER TOWN OF MARANA SD M-103A. (SURV-KAP, INC. M/M-BCS-3-1/4FS)
38. ALL CONSTRUCTION AND TEST METHODS FOR ADOT STRUCTURES/DETAILS SHALL BE IN CONFORMANCE WITH ADOT STANDARD STRUCTURE DETAIL DRAWINGS DATED 7/2012 AND 2008 ADOT CONSTRUCTION SPECIFICATIONS.
39. A 100% CLEARANCE SURVEY SHALL BE COMPLETED BY A QUALIFIED BIOLOGIST, JUST PRIOR TO GROUND DISTURBANCE, FOR SONORAN DESERT TORTOISE.

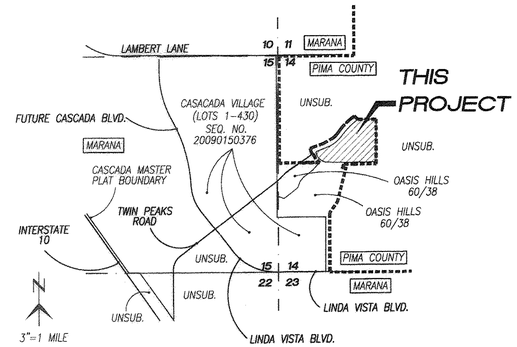
SEWER GENERAL NOTES-SEE SHEET 2



SHEET INDEX

1	COVER SHEET
2-7	ONSITE PLAN & PROFILE (SEWER NOTES-SHT 2)
8-9	OASIS ROAD PLAN & PROFILE/STRIPING AND SIGNAGE PLAN
10-14	DETAILS (STRIPING AND SIGNAGE NOTES/DETAILS-SHT 14)
15	ONSITE STRIPING AND SIGNAGE PLAN

BACKWATER VALVES WILL BE REQUIRED FOR THE FOLLOWING LOTS: 2-12, 14, 30, 32, 46, 47, 49, 51-55, 63-66, 69-72, 74



LOCATION PLAN

A PORTION OF SECTION 14, T12S, R12E, G&SRB&M, TOWN OF MARANA, PIMA COUNTY, ARIZONA

LEGEND

- SUBDIVISION BOUNDARY
- LOTLINE
- R/W — RIGHT-OF-WAY LINE
- STREET CENTERLINE
- PROPOSED EASEMENT PER FINAL PLAT
- NEW PAVEMENT
- EXISTING PAVEMENT
- FOUND SURVEY MONUMENT
- FOUND SURVEY MONUMENT, BRASS DISC, "RLS 19316"
- MATCHLINE
- SHEET REFERENCE
- NEW SURVEY MONUMENT PER T.O.M. M-103B
- 2650 EXISTING CONTOURS
- NEW PUBLIC SEWER LINE W/ NEW MANHOLE
- NEW HCS
- EXISTING SEWER LINE W/ MANHOLE (APPROX. LOCATION)
- W — EXISTING/PROPOSED WATER LINE (APPROX. LOCATION)
- UGE — EXISTING UNDERGROUND ELECTRIC (APPROX. LOCATION)
- OHE — EXISTING OVERHEAD ELECTRIC (APPROX. LOCATION)
- G — EXISTING UNDERGROUND GAS (APPROX. LOCATION)
- CURB ACCESS RAMP PER T.O.M. SD 600-1, 600-2 OR 600-3
- X 88.1 DESIGN SPOT GRADE
- X 88.1(I) DESIGN SPOT GRADE (INVERT)
- CROSS SECTION REFERENCE
- BASIS OF ELEVATION/BENCHMARK
- BACKWATER VALVE INDICATOR
- PROPOSED 2-4" SCH.80 PVC SLEEVES EXTEND 1'(MIN) BEHIND SIDEWALK, 36" MIN. BURIAL DEPTH

AS-BUILT CERTIFICATION:

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

Donald J. Loose	5-22-19
REGISTERED LAND SURVEYOR	DATE
23379	6-30-20
REGISTRATION NUMBER	EXPIRES

REGISTERED LAND SURVEYOR CERTIFICATE NO. 23379 DONALD J. LOOSE Date Signed 5/22/19 ARIZONA U.S.A.

CAUTION: CONTRACTOR TO VERIFY LOCATION (HORIZONTAL & VERTICAL, IF NECESSARY) OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION

NOTE: ALL SPOT GRADES ARE TOP OF PAVEMENT/FINISHED GRADE UNLESS OTHERWISE INDICATED. ADD 0.5' FOR TOP OF CURB ELEVATIONS WHERE APPLICABLE

ACCEPTED:

ACCEPTED BY THE TOWN OF MARANA

BY: _____ P.E. — TOWN ENGINEER/DEVELOPMENT ENGINEER — DATE: 2-21-19

BY: _____ — TOWN OF MARANA PLANNING DIRECTOR — DATE: 2/21/19

EXHIBIT A

36655 MARTIN V. MAGELLI DATE SIGNED 2/19/19 ARIZONA U.S.A.

AS-BUILT

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

NO	DATE	REVISION	BY	CH	APPR
1	5/20	AS-BUILT SEWER	DJL		

OWNER:

AJS OASIS, L.L.C.
905 W. CALLE CATAVINOS
TUCSON, AZ 85704
PHONE: 520-245-4808

DEVELOPER:

MATTAMY TUCSON, L.L.C.
ATTN: JAMES GAULIN
3561 E. SUNRISE DR., #247
TUCSON, ARIZONA 85718
PHONE: 520-277-5416

ABBREVIATION LIST:

T.O.M.	TOWN OF MARANA
PT	POINT OF TANGENCY
PC	POINT OF CURVATURE
IC	INLCUDED CENTRAL ANGLE
R	RADIUS
L	LENGTH
SM	SURVEY MONUMENT
ECR	END CURB RETURN
BCR	BEGIN CURB RETURN
BCSM	BRASS CAP SURVEY MONUMENT

ENG1712-001 REF#PRV-1705-001 P18WI00001 G-2018-001

36655 MARTIN V. MAGELLI ARIZONA U.S.A. EXPIRES 9/30/2019

PUBLIC PAVING, DRAINAGE and SEWER IMPROVEMENT PLANS
DESERT OASIS AT TWIN PEAKS, LOTS 1 - 74

AND BLOCK "1", COMMON AREAS "A" (FUNCTIONAL OPEN SPACE), "B" (NATURAL UNDISTURBED OPEN SPACE), "C" (PARK) AND "D" (SEWER/OPEN SPACE)
BEING A PORTION OF SECTION 14, T12S, R12E, G&SRB&M,
TOWN OF MARANA, PIMA COUNTY, ARIZONA

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

SCALE:	DRAWN BY: MVM	DATE: 12/5/17	DRAWING #	SHEET
HORIZ: 1"=150	DESIGNED BY: MVM	REV. DATE: 1/11/18	IMPS\2339-pav-swr.DWG	1 of 15
C.I.: 5	CHECKED BY: MVM	REV. DATE: 1/29/18	PLAN #2339	

G-2018-001

Council-Regular Meeting **C13**

Meeting Date: 06/15/2021

To: Mayor and Council

From: Jacob Payne, Planner

Date: June 15, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-091: Relating to Addressing; renaming five streets located in Rancho Marana 154, Block 4, located generally at the northwest corner of Tangerine Farms Road and Clark Farms Boulevard (Jacob Payne)

Discussion:

The Town of Marana has received five street name change requests from Meritage Homes of Arizona Inc. The requests are to change Sugar Bar Place to Grayson Drive, Girlish Way to Avianna Way, Top Successor Drive to Loralei Drive, Foolish Pleasure Drive to Amarissa Drive, and Parkers Trouble Drive to Murrary Drive. All of the streets are located in the Rancho Marana 154 Block 4 subdivision, currently under development, adjacent to Clark Farms Boulevard and Tangerine Farms Road. The applicant, Meritage Homes of Arizona Inc., is the owner of all the addresses affected by these street name changes.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2021-091, renaming five streets located in the Rancho Marana 154 Block 4 subdivision located at the northwest corner of Tangerine Farms Road and Clark Farms Boulevard.

Suggested Motion:

I move to adopt Resolution No. 2021-091, renaming five streets located in Rancho Marana 154 Block 4, generally located at the northwest corner of Tangerine Farms Road and Clark Farms Boulevard.

Attachments

Resolution
Resolution 2021-091
Applicant Request Letter
Rancho Marana Street Change Map

MARANA RESOLUTION NO. 2021-091

RELATING TO ADDRESSING; RENAMING FIVE STREETS LOCATED IN RANCHO MARANA 154 BLOCK 4 LOCATED GENERALLY AT THE NORTHWEST CORNER OF TANGERINE FARMS ROAD AND CLARK FARMS BOULEVARD

WHEREAS the final plat for Rancho Marana 154 Block 4, Lots 1 thru 81 and Common Areas "A" through "M" (the "Rancho Marana 154 Block 4 Plat") was recorded in the Pima County Recorder's Office on February 12, 2007, at Sequence No. 20070290500; and

WHEREAS the Rancho Marana 154 Block 4 Plat includes streets named "Sugar Bar Place," "Girlish Way," "Top Successor Drive," "Foolish Pleasure Drive," and " Parkers Trouble Drive"; and

WHEREAS pursuant to paragraph X.040(C)(1) of the Town of Marana Addressing Manual, Meritage Homes of Arizona Inc. ("Meritage") is requesting to rename the following streets:

- "Sugar Bar Place" to "Grayson Drive"
- "Girlish Way" to "Avianna Way"; and
- "Top Successor Drive" to "Loralei Drive"; and
- "Foolish Pleasure Drive" to "Amarissa Drive"; and
- "Parkers Trouble Drive" to "Murray Drive"; and

WHEREAS a total of 59 existing addresses will be affected by these changes; and

WHEREAS Meritage is the owner of all of the affected addresses; and

WHEREAS paragraph X.040(C)(1)(c) of the Town of Marana Addressing Manual requires Town Council approval of street names; and

WHEREAS the Marana Town Council finds that changing the street names in Rancho Marana 154 Block 4 are in the best interests of the Town and the public.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona that the names of the following streets located in Rancho Marana 154 Block 4 are hereby renamed as follows:

A. The street "Sugar Bar Place" is hereby renamed to "Grayson Drive."

B. The street "Girlish Way" is hereby renamed to "Avianna Way."

C. The street "Top Successor Drive" is hereby renamed to "Loralei Drive."

D. The street "Foolish Pleasure Drive" is hereby renamed to "Amarissa Drive."

E. The street "Parkers Trouble Drive" is hereby renamed to "Murray Drive."

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of June 2021.

_____

Mayor Ed Honea

ATTEST:

_____

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____

Jane Fairall, Town Attorney

DocuSign Envelope ID: C422A9FB-9033-4030-9A09-5D776D14EE5E

April 26, 2021

Jacob Payne
Planner
Town of Marana
11555 W Civic Center Dr
Marana, AZ 85653

Mr Jacob Payne;

With this letter Meritage Homes is requesting five (5) street name changed within the Rancho Marana 154 Block 4, Final Plat Recorded on February 12, 2007, Sequence # 20070290500, SubBookNum 62, SubPageNum 26. Township 11S, Range 11E, Section 28

Rancho Marana Block 4 is in Marana, Arizona, NWC of N Tangerine Farms Rd and W Clark Farms Bl.

The five (5) existing street names are; and the new names we are requesting are:

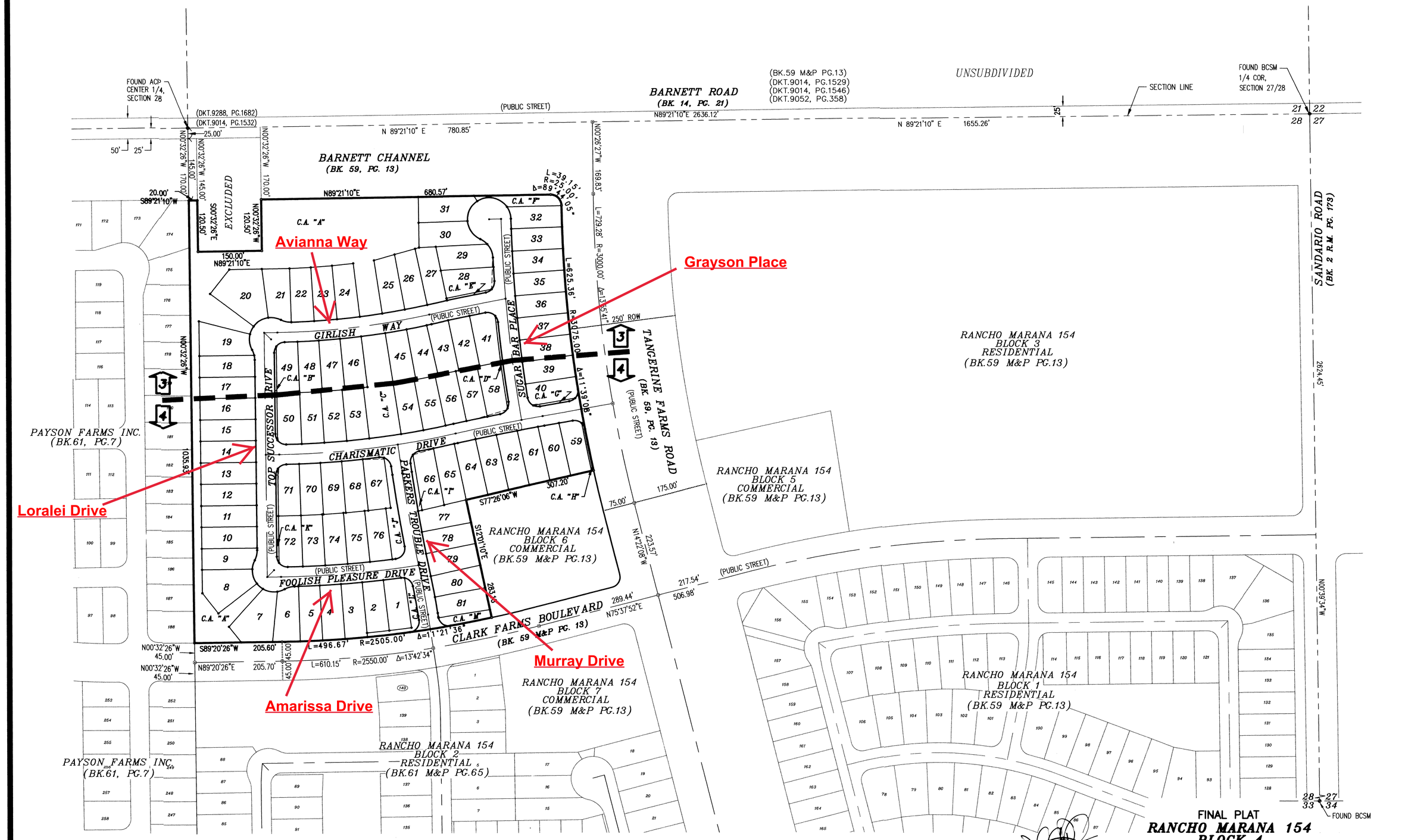
Current Street Name	New Street Name
N Sugar Bar Pl	N Grayson Dr
W Girlish Wy	W Avianna Wy
N Top Successor Dr	N Loralei Dr
W Foolish Pleasure Dr	W Amarissa Dr
N Parkers Trouble Dr	N Murray Dr

Meritage Homes of Arizona, Inc. owns all of the lots within the Rancho Marana 154 Block 4

Sincerely,

DocuSigned by:
Jeff Grobstein
24F378A895374D7...

Jeff Grobstein
Division President
Meritage Homes of Arizona, Inc.



The WLB Group Inc. **WLB**

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

1" = 100'

REGISTERED LAND SURVEYOR
12214
JACK A. BUCHANAN
DATE SIGNED 12-20-06
Arizona U.S.A.

DECEMBER 2006
WLB NO. 102061-B-009-0106

FINAL PLAT
RANCHO MARANA 154 BLOCK 4

LOTS 1 THRU 81 AND COMMON AREAS "A" THRU "M" BEING A RESUBDIVISION OF BLOCK 4 OF THE FINAL BLOCK PLAT OF RANCHO MARANA 154, A SUBDIVISION OF PIMA COUNTY, MARANA, ARIZONA, ACCORDING TO THE MAP RECORDED IN THE OFFICE OF THE PIMA COUNTY RECORDER IN BOOK 59 OF MAPS AND PLATS AT PAGE 13.

PRV-06032F

N:\102061\BLOCK-4\FINAL PLAT\FP-2.dwg Plotted: Jan. 04, 2007

Council-Regular Meeting **C14**

Meeting Date: 06/15/2021

To: Mayor and Council

From: Laine McDonald, Town Magistrate

Date: June 15, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-092: Relating to Municipal Court; approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and Pima County for provision of video-court hearings of municipal prisoners for 2021-2022 (Laine McDonald)

Discussion:

Marana Municipal Court uses technology and staff from the Pima County Adult Detention Center to conduct video hearings for prisoners who have been arrested, held, or sentenced for their Marana Municipal Court charges. This is the most efficient way to ensure these individuals are seen by a judge in Marana in a timely manner without having to bear the cost, risk, and complications associated with transporting these defendants to the court to be seen in person.

The attached IGA is substantially the same as the IGA approved by the Council for 2020-2021. The only difference is a cost increase of $3.55 per hour, or $10.65 per session maximum. This increase should be able to be absorbed in the current budgeted amount of $12,000.

This resolution approves the agreement and authorizes the Mayor to execute it on behalf of the Town. The agreement has a one-year term, From July 1, 2021 to June 30, 2022, and may be extended for an additional four years.

Financial Impact:

Fiscal Year:	2022
Budgeted Y/N:	Y
Amount:	$12,000

Staff Recommendation:
Staff recommends approval of the IGA.

Suggested Motion:
I move to adopt Resolution No. 2021-092, approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and Pima County for the provision of video-court hearings of municipal prisoners for 2021-2022.

Attachments

Resolution 2021-092
FY 2022 Video Court IGA

MARANA RESOLUTION NO. 2021-092

RELATING TO MUNICIPAL COURT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND PIMA COUNTY FOR PROVISION OF VIDEO-COURT HEARINGS OF MUNICIPAL PRISONERS FOR 2021-2022

WHEREAS individuals who are incarcerated pursuant to charges and orders under the jurisdiction of the Marana Municipal Court are held at the Pima County Adult Detention Center; and

WHEREAS the Pima County Adult Detention Center has the staff and technology necessary for these prisoners to appear in Marana Municipal Court via video-conferencing; and

WHEREAS the Town of Marana and Pima County desire to enter into an agreement to provide video-court hearings for Marana Municipal Court prisoners; and

WHEREAS the parties 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 the Town of Marana and Pima County for provision of video-court hearings of municipal prisoners attached as Exhibit A to and incorporated by this reference in this resolution is hereby approved, and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of June 2021.

Mayor Ed Honea

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOWN OF MARANA
AND
PIMA COUNTY
FOR
PROVISION OF VIDEO-COURT HEARINGS OF MUNICIPAL INMATES
CTN 21*120

THIS INTERGOVERNMENTAL AGREEMENT (IGA), is entered into pursuant to ARS § 11-952 (as amended) by and between:

THE TOWN OF MARANA, a municipal corporation, (hereinafter sometimes referred to as the "Town"); and

THE COUNTY OF PIMA, a body politic and corporate, a political subdivision of the State of Arizona, (hereinafter sometimes referred to as the "County").

WHEREAS the Parties desire to enter into an agreement to provide video-court hearings for municipal inmates; and

WHEREAS the Town and County 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 provision of video-court hearings for municipal inmates will be in the best interests of the Parties and the citizens of Pima County.

NOW THEREFORE, The Town and County hereby agree as follows:

Agreement

1. **Purpose.** The purpose of this IGA is to set forth the terms and conditions for the Pima County Sheriff's Department Corrections Bureau to provide the Town of Marana Municipal Court with a video court session between Marana Municipal Court (MMC) and the Pima County Adult Detention Complex (PCADC).

2. **Obligations of the Parties.** PCADC will be responsible for pulling MMC's inmate files and preparing them for court, preparing their inmates for court, providing security in the courtroom, providing clerical support for court documentation and faxing required documentation back to MMC.

   MMC shall fax PCADC's Records Unit appropriate documentation on each MMC defendant prior to the defendant leaving the video court session.

   Each video court session will be held week days, beginning at 1200 hours. This session both Town and County agree that this schedule may be changed based on either party's need for

more video court time, or based on other factors that could require a different schedule. MMC shall complete the video court session no later than 1300 hours. Any hearing extending past 1300 hours shall be continued at a later date.

Town will pay for up to three hours of video court weekly which will cover the cost of one Corrections Officer for one hour for security. The current salary rate for these employees is:

Corrections Officer (1 hour)	$36.08
Total for three hours:	$108.24

"Town of Marana inmate" shall mean any person who has been incarcerated as a result of a charge pending in the Town of Marana Municipal Court, as a result of an agreement between the Town of Marana and another jurisdiction to allow the person to serve his/her sentence locally, or has been sentenced pursuant to an order of the Town of Marana Municipal Court and for whom the Town of Marana has the legal obligation to provide or pay for prisoner housing (this Agreement does not create such an obligation, that obligation exists under current Arizona Law). A prisoner arrested by the Town of Marana Police Department solely on another governmental entity warrant is not a Town of Marana prisoner.

Criteria and Rules Governing Billing:

a. A "billable video-court session" is defined as that period commencing at 1200 hours and ending at 1300 hours Monday, Wednesday and Thursday, or any fractional part thereof.

b. Should a "billable video-court session" not occur in any given week, the Town will not be billed that week.

c. The Town will be billed monthly for these services. Invoicing for these services will be separate from the monthly incarceration billing invoice and must be paid separately.

Criteria for Assessment of Billing:

a. The costs of a "billable video-court session" shall be based on the current rates of salary each involved class of employee currently earns. These rates are subject to increase as wages increase for the classification.

b. County will give Town a thirty (30) day notice of any salary rate increase and Town will be billed accordingly.

County will submit a statement of Town video-court session charges on a monthly basis. This statement shall provide information in chronological order as follows: billing period, dates of video court sessions, weekly costs of individual employees, weekly totals, and the monthly total bill.

Any individual video court session charge contested shall be made known to the County within 30 days after receipt of the monthly billing. If the Town notifies the County of a dispute within 30 days of receipt of the monthly billing, the Town may withhold payment on those specific video court sessions for which billing is disputed until the dispute has been resolved. No dispute will be accepted if not made within 30 days after the receipt on the monthly billing. Disputes about the billing statement shall be jointly reviewed by both parties and satisfactorily resolved within 45 days of the monthly billing. All charges shall be paid within sixty days of receipt of the monthly

billing, excluding contested charges. Contested charges shall be paid within 30 days of resolution of the dispute. Charges remaining unresolved after the 60-day period may be arbitrated by a mutually acceptable third party. Town agrees to pay interest on outstanding charges beginning on the 10th day after resolution of the billing at a rate of 10% per annum until paid. Town agrees that when a check is sent to County in payment of previously disputed charge, Town will attach an invoice detailing what specific charges are being paid. Town agrees that when funds are withheld due to a disputed charge, the specific charge being disputed, and the amount of payment being withheld, will be specified on an invoice attached to the payment check for the period in which the charge disputed was included. Town agrees to attach to each check submitted to County an invoice indicating the dates for which that check is to be applied.

3. **Term**. This IGA shall be in effect from July 1, 2021 through June 30, 2022. This IGA may be extended for four (4) additional one (1) year periods or any portion thereof. Any extension shall be by written amendment executed by the governing bodies of the parties.

4. **Costs.** Neither party shall be obliged to the other party for any costs incurred pursuant to this IGA, except as herein provided.

5. **Jurisdiction.** Nothing in this IGA shall be construed as either limiting or extending the statutory jurisdiction of either of the parties.

6. **Indemnification.** To the extent permitted by law, each party agrees to indemnify, defend and save harmless the other, their appointed boards and commissions, officials, employees and insurance carriers, individually and collectively from all losses, claims, suits, demands, expenses, subrogation, attorney's fees or actions of any kind resulting from all personal injury including bodily injury and death, and property damage occasioned during the term of this Agreement for acts or omissions of such party, its agents, officials, and employees.

7. **Insurance.** Each party shall obtain and maintain at its own expense, for the duration of this IGA, the following type(s) and amounts of insurance:

   a) Commercial General Liability in the amount of $1,000,000.00 combined single limit Bodily Injury and Property Damage.

   b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this IGA with limits in the amount of $1,000,000.00 combined single limit or $1,000,000.00 Bodily Injury, $1,000,000.00 Property Damage.

   c) If this IGA involves professional services, professional liability insurance in the amount of $1,000,000.00.

   d) If required by law, workers' compensation coverage including employees' liability coverage.

   The above requirements may be met through self insurance pursuant to A.R.S. §§ 11-261 and 11-981 or participation in an insurance risk pool under A.R.S. § 11-952.01 at no less than the minimal coverage levels set forth in this article. Parties to this IGA shall provide thirty (30) days written notice to all other parties of cancellation, non-renewal or material change of coverage.

8. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors does not appropriate

sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, County shall have no further obligation to the Town other than for services already provided.

9. **Termination.** Either party may, at any time and without cause, terminate this IGA by providing ninety (90) days written notice of intent to terminate.

10. **Conflict of Interest.** This IGA is subject to cancellation for conflict of interest pursuant to the provisions of ARS § 38-511, the pertinent provisions of which are incorporated herein by reference.

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

12. **Non-Discrimination.** Town and County will not discriminate against any Town or County employee, client or any other individual in any way involved with the Town or County, because of race, age, creed, color, religion, sex, disability or national origin in the course of carrying out duties pursuant to this Intergovernmental Agreement. Town and County agree to comply with the provisions of Arizona Executive Order 99-4, which are incorporated into this agreement by reference as if set forth in full.

13. **ADA.** Each party shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

14. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

15. **Workers' Compensation.** Each party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Workers' Compensation benefits for its employees.

16. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and Town employees, or between Town 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.

17. **No Third Party Beneficiaries.** Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

18. **Severability.** If any provision of this IGA, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.

19. **Notice.** Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

County:

Pima County Sheriff's Department
Corrections Bureau Chief
1750 E. Benson Highway
Tucson, AZ 85714

Town:

Town of Marana
11555 W. Civic Center Dr. Bldg A.
Marana, AZ 85653

With copies to:

County Administrator
130 W. Congress St., 10th Floor
Tucson, AZ 85701

Clerk of the Board
130 W. Congress St., 5th Floor
Tucson, AZ 85701

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

Remainder of Page Intentionally Left Blank

In Witness Whereof, County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and Town has caused this Intergovernmental Agreement to be executed by the Mayor upon resolution of its Town Council and attested to by the Town Clerk:

ATTEST:

TOWN OF MARANA, a municipal corporation

_____
Town of Marana Clerk

_____
Mayor

_____
Date

_____
Date

ATTEST:

PIMA COUNTY, a body politic

_____
Clerk, Board of Supervisors

_____
Chairman, Board of Supervisors

_____
Date

_____
Date

Intergovernmental Agreement Determination

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, 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 Intergovernmental Agreement represented by the undersigned.

PIMA COUNTY:

Deputy County Attorney

TOWN OF MARANA:

Town of Marana Attorney

Council-Regular Meeting **C15**

Meeting Date: 06/15/2021

To: Mayor and Council

From: Libby Shelton, Deputy Town Attorney

Date: June 15, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-093: Relating to the Police Department; exempting undercover vehicles used by the Marana Police Department in felony investigations or activities of a confidential nature from Arizona state laws related to the designation of political subdivision motor vehicles; authorizing the Chief of Police to renew existing vehicle registrations for these undercover police vehicles and to obtain vehicle registrations for new undercover vehicles to be used in felony investigations or activities of a confidential nature (Libby Shelton)

Discussion:

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

Staff Recommendation:

Staff recommends adoption of Resolution No. 2021-093, exempting the Marana Police Department's undercover police vehicles from Arizona state laws related to the designation of political subdivision motor vehicles and authorizing the Chief of Police to renew existing vehicle registrations for undercover police vehicles and obtain vehicle registrations for new undercover police vehicles.

Suggested Motion:

I move to adopt Resolution No. 2021-093, exempting the Marana Police Department's undercover police vehicles from Arizona state laws related to the designation of political subdivision motor vehicles and authorizing the Chief of Police to renew existing vehicle registrations for undercover police vehicles and obtain vehicle registrations for new undercover police vehicles.

Attachments

Resolution 2021-093

MARANA RESOLUTION NO. 2021-093

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

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

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

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

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

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

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of June 2021.

Mayor Ed Honea

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Council-Regular Meeting **C16**

Meeting Date: 06/15/2021

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: June 15, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-094: Relating to Municipal Court; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for payment for the incarceration of municipal prisoners for the period of July 1, 2021 through June 30, 2022 (Jane Fairall)

Discussion:

For many years, the Town of Marana and Pima County have had an intergovernmental agreement (IGA) which sets forth a fee schedule for the payment of the costs associated with the incarceration of Town municipal prisoners at the Pima County Jail. The IGA typically expires at the end of each fiscal year.

The proposed IGA is for the time period of July 1, 2021 through June 30, 2022. Under the IGA, the Town's costs for the first day of prisoner incarceration would increase from $420.65 to $422.73. The rate for each additional day thereafter will decrease from $127.02 per day to $123.90 per day.

Financial Impact:

Fiscal Year:	2022
Budgeted Y/N:	Y
Amount:	$238,500

Funds are budgeted in the General Fund Police Department budget.The financial impact of this increase will depend on the number of people booked during the fiscal year. Based upon trend, staff reasonably expects for there to be adequate budget capacity for this IGA.

Staff Recommendation:

Staff recommends approval of the IGA.

Suggested Motion:

I move to adopt Resolution No. 2021-094, approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for payment for the incarceration of municipal prisoners for the period of July 1, 2021 through June 30, 2022.

Attachments

Resolution 2021-094

Exhibit A to Resolution -IGA

MARANA RESOLUTION NO. 2021-094

RELATING TO MUNICIPAL COURT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF MARANA FOR PAYMENT FOR THE INCARCERATION OF MUNICIPAL PRISONERS FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2022

WHEREAS the Town of Marana and Pima County desire to enter into an agreement to provide for payment by the Town for the costs of incarcerating Town municipal prisoners at the Pima County Adult Detention Center (PCADC); and

WHEREAS the parties 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, approving the intergovernmental agreement for the incarceration of municipal prisoners for the period of July 1, 2021 through June 30, 2022, attached to this resolution as Exhibit A, and authorizing the Mayor to execute it for and on behalf of the Town of Marana.

IT IS FURTHER RESOLVED that the Town Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, conditions and objectives of the agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of June 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN
PIMA COUNTY
AND
TOWN OF MARANA
FOR
PAYMENT FOR THE INCARCERATION
OF MUNICIPAL PRISONERS
CTN 21*139

This Intergovernmental Agreement (IGA) is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and the Town of Marana, a municipal corporation ("Town") pursuant to A.R.S. § 11-952.

Recitals

County and Town 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 and Town desire to enter into an agreement to incarcerate Town's municipal prisoners in the Pima County Adult Detention Complex ("PCADC").

NOW, THEREFORE, County and Town, pursuant to the above, mutually agree as follows:

Agreement

I. Purpose

This IGA sets forth the terms and conditions under which Town's municipal prisoners shall be incarcerated in the PCADC.

II. Scope

County shall receive and detain all Town municipal prisoners who are medically fit to be incarcerated by County. County shall provide booking services, and after booking provide for the care, feeding and medical care of said prisoners.

"Town municipal prisoner" shall mean any person who has been incarcerated as a result of a charge pending in the Town of Marana Court, or as a result of an agreement between the Town and another jurisdiction to allow the person to serve his sentence locally, or has been sentenced pursuant to an order of the Marana Town Court and for whom the Town has the legal

obligation to provide or pay for prisoner housing. A prisoner arrested by Town of Marana Police Department solely on another governmental entity's warrant is not a Town prisoner.

In regard to booking and related services and procedures, upon submission of the completed booking document to the PCADC Intake Support Specialist, County will immediately accept into custody all Town arrestees that present no obvious health issues that make the prisoner medically unacceptable for booking. Town agrees that such conditional acceptance will shorten the time officers spend in the booking process and benefit the Town. Within the initial ninety (90) minutes, County medical providers shall make a determination as to the prisoner's medical condition. Town agrees that if the prisoner presents a serious, emergent medical problem requiring hospital examination or medical rejection for booking within ninety (90) minutes of the time of conditional acceptance, Town shall send an officer to the PCADC to transport the prisoner for such medical examination or care as may be medically required as soon as possible. If a prisoner is taken from the PCADC for medical evaluation and returned to be incarcerated, Town shall not be charged twice for the first day billing rate of $422.73. By conditionally accepting the prisoner for the initial ninety (90) minute evaluation period, County does not in any way accept responsibility for the cost of medical care to be provided to that prisoner should it be determined by County that the prisoner requires hospitalization or that the prisoner is medically unacceptable for booking.

Transportation of prisoners to Town of Marana Court or other locations, only as ordered by Town of Marana Court, shall be the responsibility of the Town. County shall be responsible for transportation of prisoners for medical care after the prisoner has been in PCADC custody for ninety (90) minutes or more.

III. Financing

Town shall pay a first day billing rate of $422.73 to cover booking and intake expenditures. For each billable day following the first day, Town shall pay $123.90 per day. The two rates are applicable to the period July 1, 2021 through June 30, 2022. The billing day as defined herein applies to each Town prisoner who is an inmate in, or under the control of the PCADC.

A. Criteria and Rules Governing Billing:

1. A "billable day" means that period commencing at 0000 hours and ending as 2359 hours that same day, or any fractional part thereof, of any day the Town prisoner is in the custody or control of the PCADC.

2. A "modified billable day" means a billable day which is modified to reduce billing to one billable day at the first rate. "Modified billable days" are only applicable when applied to pretrial Town defendants who are booked between 1800-2359 hours one day and released on the Town charge at the first AM initial appearance the following day.

3. "Local limited jurisdiction courts" means those courts whose criminal jurisdiction is limited to misdemeanor offenses.

B. Criteria for Assessment of Billing:

1. The costs of incarceration of Town prisoners shall commence on the day the prisoner is booked or held based on a Town charge into, or sentenced by, Town of Marana Court. Costs for incarceration shall cease under the guidelines established under the definition of "billable day." For Town pretrial defendants booked between 1800 and 2400 hours one day and released on all Town charges at or by the AM initial appearance the following morning, the Town shall be billed according to the guidelines established under the definition of "modified billable day."

2. When a prisoner is in custody for a charge or sentence from more than one local limited jurisdiction court, the billing charges for days of joint custody shall be apportioned. Costs for incarceration for days of joint custody shall be apportioned evenly based on the guidelines established under the definition of "billable day" among those jurisdictions from which the joint custody arises.

3. A Town prisoner who is subsequently charged into Pima County Superior Court and held in-custody on felony charges will cease to accrue billing charges after 2359 hours on the date that custody for felony charges is established. Felony custody shall take effect on the date when charging information is received in the PCADC Records Section and the prisoner is actually being held in-custody on the felony charges.

4. In the event of an escape, billing charges will cease to accrue after 2359 hours on the day of escape. In the event of a failure to report from authorized leave, billing charges will cease after 2359 hours of the last day of custody. Billing charges will begin again on the day the prisoner is recaptured or returned to custody and is actually being held in the PCADC.

County will submit a statement of Town prisoner charges on a monthly basis. This statement shall provide information in alphabetical order as follows: name of prisoner, booking date, release date, indication of booking day billing or subsequent day billing, billing period, daily rates, total billing days, and the total bill.

Any individual prisoner charges disputed shall be made known to the County within thirty (30) days after receipt of the monthly billing. If Town notifies County of a dispute within thirty (30) days of receipt of the monthly billing, Town may withhold payment on those specific prisoners for whom billing is disputed until the dispute is resolved. No dispute will be accepted

if not made within thirty (30) days after receipt of the monthly billing. Disputes about the billing statement shall be jointly reviewed by both parties and satisfactorily resolved within forty-five (45) days of the monthly billing. All charges shall be paid within sixty (60) days of receipt of the monthly billing, excluding disputed charges. Disputed charges shall be paid within thirty (30) days of resolution of the dispute. Charges remaining unresolved after the sixty (60) day period may be arbitrated by a mutually accepted third party. Town agrees to pay interest on outstanding charges beginning on the tenth day after resolution of the billing at a rate of 10% per annum until paid. Town agrees that when a check is sent to County in payment of a previously disputed charge, Town will attach an invoice detailing what specific charges are being paid. Town agrees that when funds are withheld due to a disputed charge, the specific charge disputed and the amount of payment being withheld will be specified on an invoice attached to the payment check for the period in which the disputed charge was included. Town agrees to attach to each check submitted to County an invoice indicating the dates for which that check is to be applied.

Neither Party shall be obligated to the other for any costs incurred pursuant to this IGA except as proved herein.

IV. Term

This IGA is for the period July 1, 2021 through June 30, 2022 and shall be effective upon execution by the governing boards of the Parties. The Parties shall have the option of extending this IGA for four (4) additional one-year periods or any portion thereof. Any revisions or extensions of this IGA shall be by written amendment executed by the governing boards of the Parties.

V. Termination

Either Party may at any time and without cause terminate this IGA by providing the other Party ninety (90) days written notice of intent to terminate.

VI. Jurisdiction

Nothing in this IGA shall be construed as either limiting or extending the statutory jurisdiction of the Parties.

VII. Indemnification

To the extent permitted by law, each party (as Indemnitor) agrees to indemnify, defend 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.

VIII. Insurance

Each Party shall obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:

a) Commercial General Liability in the amount of $2,000,000.00 combined single limit Bodily Injury and Property Damage.

b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of $1,000,000.00 combined single limit or $1,000,000.00 Bodily Injury, $1,000,000.00 Property Damage.

c) If required by law, workers' compensation coverage including employees' liability coverage.

Parties to this IGA shall provide thirty (30) days written notice to all other Parties of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self insurance pursuant to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimal coverage levels set forth in this article. Parties to this agreement shall provide thirty (30) days written notice to all other Parties of cancellation, non-renewal or material change of coverage.

IX. Compliance With Laws

The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Pima County.

X. Arbitration

The Parties agree to be bound by arbitration, as provided by in Arizona Revised Statutes § 12-1501 *et. seq.*, to resolve disputes arising out of this IGA where the sole relief sought is monetary damages not in excess of the jurisdictional limit set by the Pima County Superior Court.

XI. Non-Discrimination

The Parties shall not discriminate against any County or Town employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. The Parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein.

XII. ADA

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

XIII. Severability

If any provision of this IGA, or any application thereof to the Parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.

XIV. Conflict of Interest

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

XV. Non-Appropriation

Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, County shall have no further obligation to Town other than for payment for services rendered prior to cancellation.

XVI. Legal Authority

Neither Party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either Party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either Party against the other for lack of performance or otherwise.

XVII. Worker's Compensation

Each Party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each Party is solely responsible for the payment of worker's compensation benefits for its employees.

XVIII. No Joint Venture

It is not intended by this IGA to, and nothing contained in this IGA 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 Town employees, or between Town 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.

XIX. No Third Party Beneficiaries

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affects the legal liability of either Party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

XX. Notices

Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other Party as follows (or at such other address as may be identified by a party in writing to the other party):

County:

Pima County Sheriff's Department
Corrections Bureau Chief
1750 E. Benson Hwy.
Tucson, AZ 85714

Town:

TOWN OF MARANA
11555 W. Civic Center Dr. Bldg A.
Marana, AZ 85653

With copies to:

County Administrator
130 West Congress Street, 10th Floor
Tucson, Arizona 85701

Clerk of the Board
130 West Congress, 5th Floor
Tucson, Arizona 85701

XXI. Entire Agreement

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

In Witness Whereof, County has caused this Intergovernmental Agreement to be executed by the Chair of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and Town has caused this Intergovernmental Agreement to be executed by the Mayor upon resolution of the Town Council and attested to by the Town Clerk:

PIMA COUNTY:	**TOWN OF MARANA**
_____	_____
Chairman, Board of Supervisors	Mayor
_____	_____
Date	Date
_____	_____
Clerk, Board of Supervisors	Town of Marana Clerk
_____	_____
Date	Date

Intergovernmental Agreement Determination

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, 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 Intergovernmental Agreement represented by the undersigned.

PIMA COUNTY:

Deputy County Attorney

TOWN OF MARANA

Town of Marana Attorney

Council-Regular Meeting **C17**

Meeting Date: 06/15/2021

To: Mayor and Council

Submitted For: Heath Vescovi-Chiordi, Assistant to the Town Manager

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

Date: June 15, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-095: Relating to Intergovernmental Relations; approving and authorizing the Town Manager to execute a Lobbying Services Agreement with Triadvocates, LLC for Fiscal Year 2022 (Heath Vescovi-Chiordi)

Discussion:

The Town of Marana has contracted with Triadvocates, LLC for lobbying services since 2010. In keeping with the Legislative Program adopted annually by the Town Council, Triadvocates pursues and defends Marana's legislative priorities at the Arizona State Legislature. This includes communicating directly with legislators and their staff, outside stakeholders, and other governmental bodies as needed to achieve desired legislative outcomes. Triadvocates also advises the Town on ongoing legislation and legislative issues, providing information and strategic guidance throughout the legislative session. The Lobbying Services agreement is for a term of one year, from July 1, 2021 through June 30, 2022. The annual compensation has been adjusted upward from the 2020- 2021 agreement, due to a 5% price reduction that was offered by Triadvocates during the COVID19 Pandemic.

Financial Impact:

Fiscal Year: 2021-2022
Budgeted Y/N: Y
Amount: $50,000

Staff Recommendation:

Council's pleasure.

Suggested Motion:

I move to adopt Resolution No. 2021-095; approving and authorizing the Town Manager to execute a Lobbying Services Agreement with Triadvocates, LLC for fiscal year 2022.

Attachments

Resolution 2021-95

Triadvocates Contract (FY22)

MARANA RESOLUTION NO. 2021-095

RELATING TO INTERGOVERNMENTAL RELATIONS; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE A LOBBYING SERVICES AGREEMENT WITH TRIADVOCATES, LLC FOR FISCAL YEAR 2022

WHEREAS the Town of Marana and Triadvocates, LLC wish to enter into an agreement whereby Triadvocates, LLC will provide lobbying services for the Town before state government bodies and officials; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the citizens of Marana to enter into the lobbying services agreement addressed by this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the lobbying services agreement between the Town of Marana and Triadvocates, LLC for fiscal year 2022, attached to this resolution as Exhibit A is hereby approved, and the Town Manager is authorized to execute it for and on behalf of the Town of Marana.

IT IS FURTHER RESOLVED that the Town Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, conditions and objectives of the lobbying services agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of June 2021.

Mayor Ed Honea

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

LOBBYING SERVICES AGREEMENT

This Agreement for lobbying services (this "Agreement") is made and entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and TRIADVOCATES LLC, a Delaware limited liability company ("TRIADVOCATES").

IN CONSIDERATION of the mutual obligations contained in this Agreement, the parties mutually agree as follows:

ARTICLE I. SCOPE OF WORK/COMPENSATION

A. ENGAGEMENT AND SCOPE OF SERVICES: The Town retains TRIADVOCATES in the capacity of lobbyist. TRIADVOCATES shall provide lobbying services at the direction of the Town Manager as approved and directed by the Mayor and Council. TRIADVOCATES' duties shall include providing lobbying services for the Town before state government bodies and officials.

B. REPRESENTATION OF OTHER CLIENTS: Nothing in this Agreement shall be interpreted to prohibit TRIADVOCATES from representing other clients so long as that representation does not constitute a legal conflict of interest. The Town may waive conflicts to the extent permitted by law.

C. COMPENSATION: For the services contemplated in this Agreement, the Town shall pay TRIADVOCATES a fee of $4,150.00 per month, with total compensation under this Agreement not to exceed $49,800.

D. CHARGES FOR COSTS AND EXPENSES: With the Town Manager's prior written approval, the Town shall reimburse TRIADVOCATES for any reasonable out-of-pocket costs, including costs for travel time or mileage, which TRIADVOCATES may incur as a direct result of its lobbying efforts on the part of the Town. TRIADVOCATES will not markup any of its costs.

E. BILLING: TRIADVOCATES shall bill the Town for its services on or about the first day of each month. The Town shall pay invoices within 30 days of receipt.

ARTICLE II. TERM

This Agreement shall begin on and be effective as of July 1, 2021, and shall continue in full force and effect until June 30, 2022 unless sooner terminated pursuant to Article III.

ARTICLE III. TERMINATION/MODIFICATIONS

A. TERMINATION: This Agreement may be terminated by either the Town or TRIADVOCATES at any time, subject to payment of all fees and costs incurred through the date of termination, by giving written notice to the other party. The written notice shall be

delivered personally or by certified mail, and termination shall take effect 30 days after receipt of the written notice by the receiving party.

B. MODIFICATION: This Agreement may not be modified except by an instrument in writing duly executed by all parties.

ARTICLE IV. MISCELLANEOUS

A. ENTIRE AGREEMENT: This Agreement supersedes any and all agreements previously made between the parties relating to the subject matter of this Agreement, and there are no understandings or agreements other than those incorporated in this Agreement.

B. NO ASSIGNMENT: TRIADVOCATES may not assign any rights or obligations under this Agreement without the Town's prior written consent.

C. INDEPENDENT CONTRACTOR STATUS: TRIADVOCATES is an independent contractor and nothing in this Agreement shall make TRIADVOCATES an employee of the Town. TRIADVOCATES is solely responsible for all federal, state and local taxes, including but not limited to FICA, unemployment compensation and workers' compensation, and will not be subject to the personnel policies or entitled to any benefits of the Town.

D. GOVERNING LAW: This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Arizona.

E. ATTORNEYS' FEES: If there is a breach of this Agreement that results in litigation, the prevailing party shall be awarded its attorneys' fees and court costs incurred in the litigation.

F. SEVERABILITY: If any provision of this Agreement shall under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

G. 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.

H. COMPLIANCE WITH IMMIGRATION LAWS: TRIADVOCATES warrants that it complies with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 (A). TRIADVOCATES acknowledges that pursuant to A.R.S. § 41-4401, 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 works on the Agreement to ensure compliance with this warranty.

IN WITNESS WHEREOF, the parties have executed this Agreement on the last signature date below.

TOWN OF MARANA:

By:_____

Terry S. Rozema, Town Manager

Dated:_____

TRIADVOCATES LLC:

By:_____

Julie Rees, Principal

EIN/SSN: 42-1528332

Dated:_____

ATTEST:

_____

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

_____

Jane Fairall, Town Attorney

Council-Regular Meeting **C18**

Meeting Date: 06/15/2021

To: Mayor and Council

From: Cherry L. Lawson, Town Clerk

Date: June 15, 2021

Subject: Approval of the Regular Council Meeting Summary Minutes of June 1, 2021, and the Council Study Session Meeting Summary Minutes of June 8, 2021 (Cherry L. Lawson)

Attachments

Council Regular Meeting Summary Minutes, 06/01/2021

Council Study Session Meeting Summary Minutes, 06/08/2021

MARANA TOWN COUNCIL

REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 1, 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

DRAFT

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 (Excused), Roxanne Ziegler, John Officer (Excused), and Herb Kai.**

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

APPROVAL OF AGENDA

Vice Mayor Post, moved and Council Member Kai second the motion to approve the agenda as presented. Motion passes, 5-0.

CALL TO THE PUBLIC

No comments were offered during the meeting.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Mayor Honea reported that several individuals attended the 2340 Foundation Event at the Ritz Carlton. He attended the PAG RTA Meeting a week ago and expressed that there are some problems there that all are trying to fix. He and **Town Manager Terry Rozema** attended the groundbreaking for Roche Swiss Company that build Ventana, and has built one building in Marana at approximately 60,000 sq. ft. They will build another 60,000 sq. ft. building, and hope to build that quickly as well. There will likely be some 100 or more employees employed with them.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Rozema reported on the following:

- Council Executive Report for May has not yet been completed; however, it will be completed and ready for posting to the Town's website by end of week.
- Development Services issued 82 SFR permits for the month of May, compared to last year of 57 issued.
- Town staff has been working on recruiting the new Airport Manager. Two candidates were interviewed, and the Town selected one of the candidates for the position. The Town made the selected candidate an offer that which was accepted. At this point, details are now being finalized and a start date will soon be provided.
- The Town had a number of new hires over the last few weeks in a few departments.
- The Marana Pool has opened as of May 29.

PRESENTATIONS

P1 Relating to Intergovernmental Relations; Presentation and update by Tony Smith, President and CEO of the Pinal Partnership on change in leadership, new projects, and future plans (Libby Shelton)

Tony Smith, President and CEO of the Pinal Partnership provided a PowerPoint Presentation to Council. *(A copy of the presentation is on file in the Town Clerk's Office for review, as well as on the Town's website at www.Maranaaz.gov.)*

Mayor Honea introduced **Tony Smith** stating he is a former mayor of City of Maricopa, a Pinal County Supervisor, and he is now leading the Pinal Partnership. **Mr. Smith** provided an overview of the activities that are occurring in Pinal County, and provided a PowerPoint Presentation of his report. *(A copy of the presentation is on file in the Town Clerk's Office as well as available on the Town's website at www.MaranaAZ.gov for review.).*

P2 Relating to Finance; presentation of the Town's Fiscal Year 2020-2021 Third Quarter Investment Report and report regarding compliance with the Town's Investment Policy (Yiannis Kalaitzidis)

Finance Director Yiannis Kalaitzidis provided a PowerPoint Presentation on the Town's Fiscal Year 2020-2021 Third Quarter Investment Report and report regarding compliance with the Town's Investment Policy. *(A copy of the presentation is on file in the Town Clerk's Office for review as well as provided on the Town's website for review.)*

CONSENT AGENDA

C1 Resolution No. 2021-072: Relating to Development; approving a final plat for Gladden Farms Block 31, Lots 1 -115 and common areas A-1 – A-9 and B-1 – B-3, located generally north and east of Mike Etter Boulevard and south of West Moore Road (Anita McNamara)

C2 Resolution No. 2021-073: Relating to Development; approving a development plan for the Camino de Oeste Rental Homes located at the northeast corner of North Camino de Oeste and West Tangerine Road (Cynthia Ross)

C3 Resolution No. 2021-074: Relating to Addressing; renaming "Breakers Road" located south of Tangerine Road to "Marana Tech Drive" (Jacob Payne)

C4 Resolution No. 2021-075: Relating to Public Works; authorizing the Town Manager to sign all documents and do all other things necessary or prudent to obtain land use rights from the Central Arizona Project (CAP) needed for the Santa Cruz River Shared Use Path CalPortland Segment, Town of Marana Project No. PK023 (Jane Fairall)

C5 Resolution No. 2021-076: Relating to Marana Regional Airport; approving and authorizing the Town Manager to execute the Landlord's Release and Consent among Pima Aviation, Inc., Zions Bancorporation, N.A. dba National Bank of Arizona, and the Town of Marana relating to the Amended, Restated and Consolidated Marana Regional Airport Lease Agreement with Pima Aviation, Inc., for the lease of real property located at the Marana Regional Airport, 11700 West Avra Valley Road (Jane Fairall)

C6 Approval of the Regular Council Meeting Summary Minutes of May 18, 2021 (Cherry L. Lawson)

Council Member Kai moved and Vice Mayor Post second the motion approving the Consent Agenda as presented. Motion passes, 5-0.

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a Location/Owner Transfer of a Series #06 bar liquor license submitted by Javier Andres Teran on behalf of Nana's

DRAFT

Kitchen, located at 8225 North Courtney Page Way Suite 129, Tucson, AZ 85743 (Cherry L. Lawson)

Ms. Lawson provided an overview of the application for a Location/Owner Transfer of a Series #06 Bar Liquor License on behalf of Nana's Kitchen. Town staff recommends that an order recommending approval be submitted to the DLLC for this liquor license application.

Vice Mayor Post moved and Council Member Ziegler second the motion to submit to the DLLC an order recommending approval of an application for a Location/Owner Transfer of a Series #06 Bar Liquor License submitted by Javier Andres Teran on behalf of Nana's Kitchen, located at 8225 North Courtney Page Way, Suite 129, Tucson, AZ 85743. Motion passes, 5-0.

L2 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for an Acquisition of Control of a Series #012 Restaurant liquor license submitted by Javier Andres Teran on behalf of Nana's Kitchen, located at 8225 North Courtney Page Way Suite 129, Tucson, AZ 85743 (Cherry L. Lawson)

Ms. Lawson provided an overview of the application for an Acquisition of Control of a Series #012 Restaurant Liquor License on behalf of Nana's Kitchen. Town staff recommends that an order recommending approval be submitted to the DLLC for this liquor license application.

Vice Mayor Post moved and Council Member Ziegler second the motion to submit to the DLLC an order recommending approval of an application for an Acquisition of Control of a Series #012 Restaurant Liquor License submitted by Javier Andres Teran on behalf of Nana's Kitchen, located at 8225 North Courtney Page Way, Suite 129, Tucson, AZ 85743. Motion passes, 5-0.

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2021-077: Relating to Administration; approving and authorizing the Mayor to execute an Intergovernmental Agreement with Pima County for Pima Early Education Program (Lisa Shafer)

Community Development Director Lisa Shafer provided an overview of Resolution No. 2021-077 approving and authorizing the Mayor to execute an Intergovernmental Agreement with Pima County for Pima Early Education Program.

Council Member Kai moved and Council Member Ziegler second the motion to approve Resolution No. 2021-077. Motion passes, 5-0.

A2 Resolution No. 2021-078: Relating to Administration; adopting the Town of Marana Public Safety Personnel Retirement System (PSPRS) Pension Funding Policy for FY 2021-2022 (Yiannis Kalaitzidis)

Mr. Kalaitzidis provided an overview of Resolution No. 2021-078 adopting the Town of Marana Public Safety Personnel Retirement System (PSPRS) Pension Funding Policy for the fiscal year 2021-2022. *(A copy of the presentation is available in the Town Clerk's Office for review.*

Council Member Ziegler moved and Vice Mayor Post second the motion to approve Resolution No. 2021-078. Motion passes, 5-0.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Relating to Development and Public Works; update, discussion, and possible direction regarding public and private projects and development applications on the Town's Marana Current and Proposed Projects internet site (Jason Angell)

Development Services Director Jason Angell provided an overview of the public and private projects and development applications on the Town's Marana Current and Proposed Projects internet site.

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)

Mr. Rozema reported he did not have any updates to offer, as there is no movement locally, statewide or on the federal level.

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).

Council Member Kai requested to have Town staff to look into the housing community to determine why first time homebuyers are not able to purchase a home in today's market especially as interest rates are at its lowest rate. **Mayor Honea, Vice Mayor Post and Council Member Ziegler** agreed to have staff look into the housing concerns as it relates to first-time homebuyers.

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Vice Mayor Post, moved and Council Member Kai second the motion to adjourn the meeting. Motion passes 5-0. Meeting adjourned at 7:00PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on June 1, 2021. I further certify that a quorum was present.

_____

Cherry L. Lawson, Town Clerk

DRAFT

MARANA TOWN COUNCIL
STUDY SESSION
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Second Floor Conference Center, June 8, 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

DRAFT

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 (Excused), Council Members: Jackie Craig, Patti Comerford, Roxanne Ziegler, John Officer, and Herb Kai.**

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

APPROVAL OF AGENDA

Council Member Ziegler moved and Council Member Kai second the motion to approve the agenda as presented. Motion passes, 6-0.

DISCUSSION/DIRECTION/POSSIBLE ACTION

D1 Relating to Parks and Recreation; presentation, discussion, direction, and possible action regarding site selection for a new Marana Community Center and Aquatic Facility (Jim Conroy)

Parks and Recreation Director Jim Conroy and **Don McGann, BWS Architects** provided a PowerPoint Presentation on the two possible sites on which the Marana Community Center will be constructed. *(A copy of the presentation is available in the Town Clerk's Office for review.)*

Mayor Honea and Council Members discussed the various options presented and collectively agreed on the parcel on the west side and option A.

Council Member Officer moved and Council Member Ziegler second the motion to select the west side, Option A as the site to construct the Marana Community Center and Aquatic Facility and to direct staff to pursue the next steps in the planning process. Motion passes, 6-0.

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

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

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.

Council Member Kai, moved and Council Member Officer second the motion to adjourn the meeting. Motion passes, 6-0. Meeting adjourned at 7:33 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 June 8, 2021. I further certify that a quorum was present.

_____

Cherry L. Lawson, Town Clerk

DRAFT

Council-Regular Meeting **L1**

Meeting Date: 06/15/2021

To: Mayor and Council

Submitted For: Cherry L. Lawson, Town Clerk

From: Nolette Hernandez, Records Clerk

Date: June 15, 2021

Strategic Plan Focus Area:
Not Applicable

Strategic Plan Focus Area Additional Info:
1. Leverage the Town's coordinating capability to facilitate enhanced customer interaction with multiple governmental and external agencies.

a. Ensure Marana residents and business owners experience excellent customer service interactions.

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #12 Restaurant liquor license submitted by Andrea Dahlman Lewkowitz on behalf of Cracker Barrel, located at 8400 North Cracker Barrel Road, Tucson, Arizona 85743 (Cherry L. Lawson)

Discussion:

This application is for a series #12 Restaurant liquor license at Cracker Barrel, located at 8400 North Cracker Barrel Road, Tucson, Arizona 85743.

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

Town staff has reviewed this application to determine whether the applicant is in

compliance with zoning, building and other legal requirements for the business. Additionally, the Marana Police Department has conducted a local background check.

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

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

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

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

Staff Recommendation:

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

Suggested Motion:

OPTION 1: I move to approve and submit to the DLLC an order recommending approval of an application for a new series #12 Restaurant liquor license submitted by Andrea Dahlman Lewkowitz on behalf of Cracker Barrel, located at 8400 North Cracker Barrel Road, Tucson, Arizona 85743.

OPTION 2: I move to approve and submit to the DLLC an order recommending disapproval of an application for a new series #12 Restaurant liquor license submitted by Andrea Dahlman Lewkowitz on behalf of Cracker Barrel, located at 8400 North Cracker Barrel Road, Tucson, Arizona 85743.

Attachments

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

received
05/17/2021
NH
LL 2021-14

State of Arizona
Department of Liquor Licenses and Control

Created 05/14/2021 @ 11:35:55 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	CRACKER BARREL #344		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	8400 N CRACKER BARREL ROAD TUCSON, AZ 85743 USA		
Mailing Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA		
Phone:	(520)579-1845		
Alt. Phone:	[redacted]		
Email:	[redacted]		

AGENT

Name:	ANDREA DAHLMAN LEWKOWITZ
Gender:	Female
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	[redacted]
Alt. Phone:	
Email:	[redacted]

OWNER

Name: CBOCS WEST INC
Contact Name: ANDREA DAHLMAN LEWKOWITZ
Type: CORPORATION
AZ CC File Number: F07958430 State of Incorporation: NV
Incorporation Date: 12/31/1996
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

Officers / Stockholders

Name:	Title:	% Interest:
CRACKER BARREL OLD COUNTRY STORE INC	MEMEBER	100.00
RICHARD MICHAEL WOLFSON	DIRECTOR/SEC	
PAUL DOUGLAS COUVILLION	DIRECTOR/TRES	

CBOCS WEST INC - MEMEBER

Name: CRACKER BARREL OLD COUNTRY STORE INC
Contact Name: ANDREA LEWKOWITZ
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

CBOCS WEST INC - DIRECTOR/TRES
CRACKER BARREL OLD COUNTRY STORE INC - SVP

Name: PAUL DOUGLAS COUVILLION
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

CRACKER BARREL OLD COUNTRY STORE INC - DirectoR,PRES,CEO

Name: SANDRA BROPHY COCHRAN
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

CRACKER BARREL OLD COUNTRY STORE INC - Treasurer

Name: KARA STRATTON JACOBS
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

CBOCS WEST INC - DIRECTOR/SEC
CRACKER BARREL OLD COUNTRY STORE INC - Secretary

Name: RICHARD MICHAEL WOLFSON
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

APPLICATION INFORMATION

Application Number: 148463
Application Type: New Application
Created Date: 04/15/2021

QUESTIONS & ANSWERS

012 Restaurant

1) Are you applying for an Interim Permit (INP)?
   No
2) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   PROPERTY OWNER
3) Is there a penalty if lease is not fulfilled?
   No
4) Is the Business located within the incorporated limits of the city or town of which it is located?
   Yes
5) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   0.00
6) Is there a drive through window on the premises?
   No
7) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
   NO PATIO
8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   No

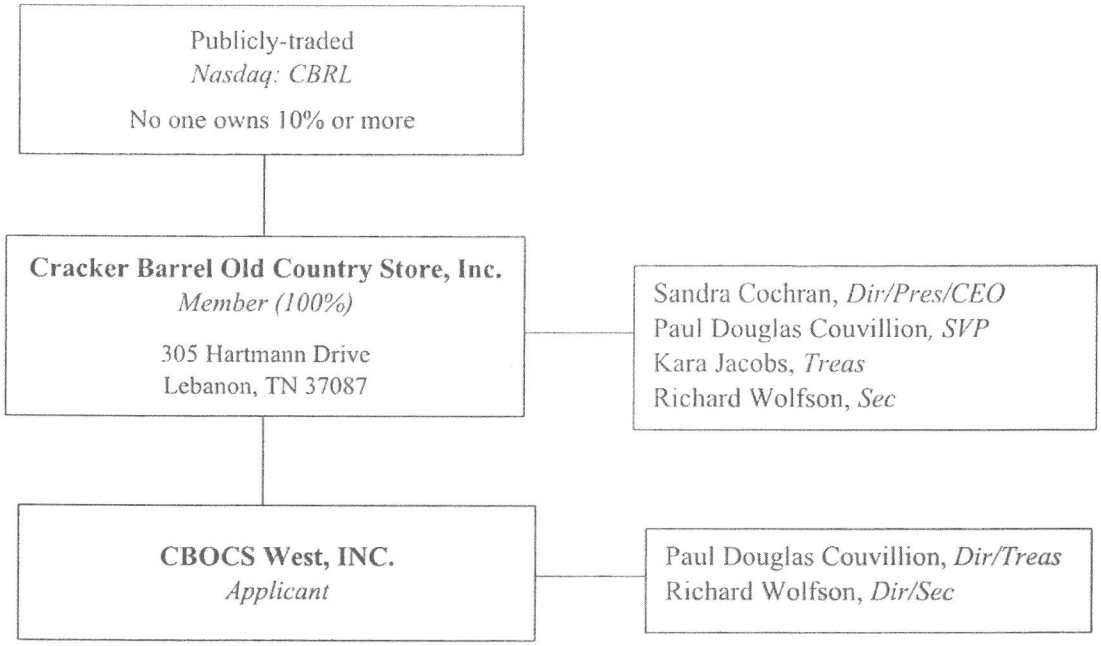
DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
ORGANIZATIONAL DOCUMENTS	CBOCS West Inc._Ownership Chart.pdf	04/15/2021
RESTAURANT OPERATION PLAN	CB (Marana)_ROP.pdf	04/15/2021
MENU	CB_Menu.pdf	04/15/2021
RECORDS REQUIRED FOR AUDIT	CB (Marana)_Audit.pdf	04/15/2021
DIAGRAM/FLOOR PLAN	CB (Marana)_Premises Diagram.pdf	04/15/2021
QUESTIONNAIRE	CB (Marana)_Agt Andrea (Quest).pdf	04/15/2021
MISCELLANEOUS	CB (Marana)_Agt Andrea (Ltr).pdf	04/15/2021
QUESTIONNAIRE	CB (Marana)_CP Couvillion (Quest).pdf	04/15/2021
QUESTIONNAIRE	CB (Marana)_CP Crocker (Quest).pdf	04/15/2021
QUESTIONNAIRE	CB (Marana)_CP Jacobs (Quest).pdf	04/15/2021
QUESTIONNAIRE	CB (Marana)_CP Wolfson (Quest).pdf	04/15/2021
	CBOCS West Inc._Ownership Chart_May 7 21.pdf	05/12/2021
	CP Wolfson_signed statement.pdf	05/12/2021
	CP Couvillion_signed statement.pdf	05/12/2021
	CP Jacobs_signed statement.pdf	05/12/2021
	CP Cochran_signed statement.pdf	05/12/2021
	CB (Marana)_ROP (updated).pdf	05/12/2021

'21 MAY 14 Liqr. Lic. AM11:01

CBOCS West, INC.

Ownership Chart 05/07/2021



'21 MAY 14 Liq. Lic. AM11:02

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ, 85007-2934
www.azliquor.gov
(602) 542-5141

DLLC USE ONLY
Job #:

RESTAURANT OPERATION PLAN

1. Name of restaurant (Please print): CRACKER BARREL #344

2. List equipment below by Make, Model, and Capacity : **(PROVIDE THE FOLLOWING ITEMS ONLY, NO ATTACHMENTS)**

Grill	PRESSURE FRYER | GRIDDLES
Oven	MICROWAVE OVEN | POTATO OVEN
Freezer	REACH-IN FREEZER
Refrigerator	REACH-IN REFRIGERATOR (DELFIELD) | SALAD TOP REFRIGERATOR
Sink	3-COMPARTMENT SINK | WALL-MOUNTED HANK SINK 2-COMPARTMENT VEGETABLE SINK | POULTRY SINK
Dish Washing Facilities	DISH CARTS | UTENSIL RACK | POT+PAN SANITIZER STATION
Food Preparation Counter (Dimensions)	WORK PREP TABLE | WORK TABLES | BAKER'S TABLE
Other	FOOD WARMER | CONVEYOR TOASTER | POTATO PEELER | MIXER COFFEE DISPENSER + BREWER | STEAM KETTLE | SLICER | SCALE | BUTTER DIPPER | LETTACE CRISPER

3. Attach a copy of your full menu **including prices**
(examples: Breakfast, Lunch, Dinner, and Nonalcoholic beverages).

4. List the **seating capacity** for:

   a. Restaurant dining area of your premises: **(Do not include patio seating)** [184]

   b. Bar area of your premises: [+ 0]

   c. Total dining and bar seating capacity of your premises: [= 184]

5. What Type of dinnerware and utensils are utilized within your restaurant?

   ☒ Reusable ☐ Disposable ☐ Both

6. Does your restaurant have a bar area that is distinct and separate from the dining area? ☐ YES ☒ No

   (If yes, what percentage of the public floor space does this area cover?) _____%

7. What percentage of your public premises is used primarily for restaurant dining?

   (Do not include kitchen, bar, hi-top tables, or game area.) 40 %

Individuals requiring ADA accommodations call (602) 542-9027.

8. Does your restaurant contain any games, televisions, or any other entertainment? ☐ YES ☒ No
(If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

9. Do you have live entertainment or dancing? ☐ YES ☒ No
(If yes, what type and how often 8.5
example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. Use space below to list how many employees for each position to fully staff your business.

Position	How many
Cooks	14
Bartenders	0
Hostesses	13
Managers	7
Servers	34
Other (TO GO)	4
Other (DISHWAHERS)	15
Other ( )	

I, ANDREA DAHLMAN LEWKOWITZ, hereby declare that I am the APPLICANT filing this application. I have read this application and the contents and all statements true, correct and complete.

X _____
(Signature of APPLICANT)

AMENDMENT

NOTARY

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this 14 (Day) day of APRIL (Month) 2021 (Year)

My Commission Expires on: 02/12/2025

AMY L SCHROFF
Notary Public - Arizona
Maricopa County
My Commission Expires
02/12/2025
Commission # 595847

Signature of Notary Public

Individuals requiring ADA accommodations call (602) 542-9027.

8. Does your restaurant contain any games, televisions, or any other entertainment? ☐ YES ☒ No
(**If yes, specify what types and how many** (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

9. Do you have live entertainment or dancing? ☐ YES ☒ No
(**If yes, what type and how often** 8.5
example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. Use space below to list how many employees for each position to fully staff your business.

Position	How many
Cooks	
Bartenders	
Hostesses	
Managers	
Servers	
Other ( )	
Other ( )	
Other ( )	

I, ANDREA DAHLMAN LEWKOWITZ, hereby declare that I am the APPLICANT filing this application. I have read this application and the contents and all statements true, correct and complete.

X _____
(Signature of APPLICANT)

NOTARY

State of ARIZONA County of MARICOPA

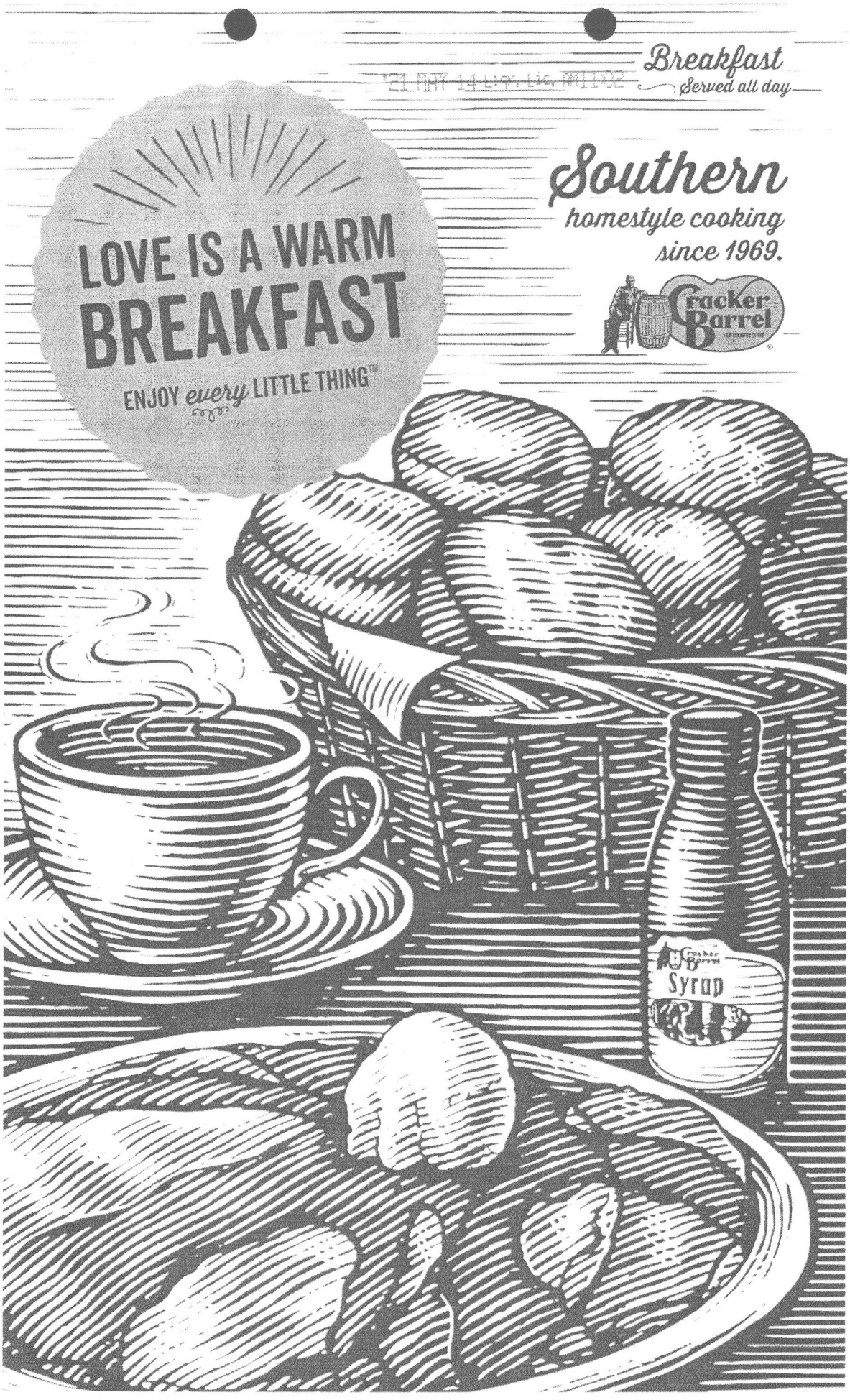
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Commission # 595847

_____
Signature of Notary Public

Individuals requiring ADA accommodations call (602) 542-9027.


Breakfast
Served all day
LOVE IS A WARM
BREAKFAST
ENJOY every LITTLE THING™
Southern
homestyle cooking
since 1969.
Cracker Barrel
Syrup

Traditional Favorites

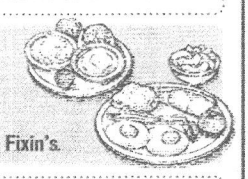
Folks have been enjoying these favorites for years. We use ingredients like **Grade A farm fresh eggs, Coarse Ground Grits,** our own special **Golden Delicious Fried Apples, Thick-Sliced Hickory-Smoked Bacon** and **Country** or **Sugar Cured Ham.**

OLD TIMER'S BREAKFAST

8.39

Two farm fresh eggs* with **grits** and your choice of **Fried Apples** or **Hashbrown Casserole** (410/430 cal) *-plus-* **Turkey Sausage, Thick-Sliced Bacon, Link Sausage** or **Smoked Sausage Patties** (110-240 cal). Comes with **All the Fixin's.**

SUNRISE SAMPLER®



8.39

Two farm fresh eggs* served with **grits, Fried Apples,** and **Hashbrown Casserole** *-plus-* a sampling of **Thick-Sliced Bacon, Smoked Sausage, Country Ham** (930 cal). Comes with **All the Fixin's.**

GRANDPA'S COUNTRY FRIED BREAKFAST®

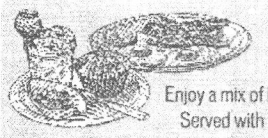
9.39

Two farm fresh eggs* with **grits,** and your choice of **Fried Apples** or **Hashbrown Casserole** (410/430 cal) *-plus-* **Chicken Fried Chicken** or **Country Fried Steak** (590/600 cal). Comes with **All the Fixin's.**

THE CRACKER BARREL'S COUNTRY BOY BREAKFAST®

9.99

Enjoy **three farm fresh eggs*, Fried Apples, Hashbrown Casserole,** and **grits** (670 cal) *-plus-* **Sirloin Steak*, Two Pork Chops** or **Country Ham** (320-540 cal). Comes with **All The Fixin's.**



FRESH START SAMPLER

8.69

Enjoy a mix of low-fat vanilla yogurt and **Fresh Seasonal Fruit** topped with honey oat, almond, and dried fruit granola. Served with **two farm fresh eggs*** (490 cal) *-plus-* our house-baked **Wild Maine Blueberry Muffin** (360 cal) *-and-* **Turkey Sausage, Thick-Sliced Bacon** or **Smoked Sausage Patties** (110-240 cal).

SMOKEHOUSE BREAKFAST®

7.39

Two farm fresh eggs* with **grits** (240 cal) *-plus-* **Turkey Sausage, Thick-Sliced Bacon, Link Sausage** or **Smoked Sausage Patties** (110-240 cal). Comes with **All the Fixin's.**

COUNTRY MORNING BREAKFAST

6.69

Two farm fresh eggs* *-plus-* **grits** (240 cal). Comes with **All the Fixin's.**

DOUBLE MEAT BREAKFAST

8.69

Three eggs* with **grits** *-plus-* a full order of **Thick-Sliced Bacon** and **Smoked Sausage Patties** (750 cal). Comes with **All the Fixin's.**

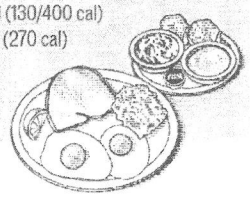
UNCLE HERSCHEL'S FAVORITE®

8.39

Two farm fresh eggs* with **grits** *-plus-* your choice of **Fried Apples** or **Hashbrown Casserole** (410/430 cal)

- and your choice of meat -

Sugar Cured Ham (180 cal)
8 oz. Hamburger Steak** (440 cal)
Fried Chicken Tenderloins (420 cal)
U.S. Catfish Fillet Grilled or Fried (130/400 cal)
Hickory-Smoked Country Ham (270 cal)
Grilled Pork Chop (250 cal)



Comes with **All the Fixin's.**



ALL THE FIXIN'S

Includes **Homemade Buttermilk Biscuits** (160 cal each), Sawmill Gravy (160 cal) *-plus-* real butter and the best preserves n' jam we could find.

Loaded
HASHBROWN CASSEROLE

with bacon pieces n' extra cheese (350 cal).
Upgrade your Hashbrown Casserole for 1.59
Add as a side 2.99

*MAY BE COOKED TO ORDER. CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH, OR EGGS MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS.
**WE COOK OUR HAMBURGER STEAKS MEDIUM, MEDIUM WELL AND WELL DONE.

2000 calories a day is used for general nutrition advice, but calorie needs vary. Additional nutrition information available upon request.

Pancakes n' Such

Made with the finest ingredients and prepared fresh when you order. Each comes with a warm bottle of our 100% Pure Natural Syrup n' butter or any **Sweet Topping** of your choice.

New GRANDMA'S SAMPLER
9.49

Two **Buttermilk Pancakes** n' butter served with **two eggs*** and a sampling of **Thick-Sliced Bacon, Smoked Sausage, Sugar Cured** or **Country Ham** (960/1010 cal). Served with **Fried Apples** or **Hashbrown Casserole** (170/190 cal) and 100% Pure Natural Syrup.

MOMMA'S PANCAKE BREAKFAST®
8.39

Three **Buttermilk Pancakes** topped with butter and served with **two eggs*** (890 cal) *-plus-* **Thick-Sliced Bacon** or sausage (110-240 cal) and 100% Pure Natural Syrup.

BUTTERMILK PANCAKES WITH 100% PURE NATURAL SYRUP
6.89

Enjoy three golden **Buttermilk Pancakes** n' butter (740 cal) *-plus-* 100% Pure Natural Syrup.

BUTTERMILK PANCAKES WITH FRUIT TOPPINGS
6.89

Three of our **Buttermilk Pancakes** (630 cal) *-plus-* your choice of any fruit **Sweet Topping.**

WILD MAINE BLUEBERRY PANCAKES
7.59

Three **Buttermilk Pancakes** n' butter filled with **Wild Maine Blueberries** (760 cal) *-plus-* Wild Maine Blueberry Syrup.

PECAN PANCAKES
7.59

Three **Buttermilk Pancakes** n' butter filled with **pecans** (1130 cal) *-plus-* 100% Pure Natural Syrup.

MOMMA'S FRENCH TOAST BREAKFAST®
8.39

Four slices of our Sourdough bread, **hand-dipped in eggs and grilled,** topped with butter and served with **two eggs*** (1010 cal) *-plus-* **Thick-Sliced Bacon** or sausage (110-240 cal) and 100% Pure Natural Syrup.

FRENCH TOAST
7.39

Four slices of our Sourdough bread, grilled and topped with butter (860 cal) *-plus-* 100% Pure Natural Syrup or any fruit **Sweet Topping**.

EGGS-IN-THE-BASKET
7.89

Two slices of Sourdough bread, each grilled with **an egg*** in the middle (430 cal), choice of **Fried Apples** or **Hashbrown Casserole** (170/190 cal) *-plus-* **Thick-Sliced Bacon** or sausage (110-240 cal).

Add bacon or sausage (110-240 cal) 3.29 or add our Sugar Cured or Country Ham (180/270 cal) with any **French Toast** or **Pancake** 3.79.

Coffee n' Beverages

Crafted COFFEE

Traditional Espresso Beverages: Iced or Hot

Latte: Reg (90/140 cal), Vanilla (190/230 cal), Caramel (210/250 cal) 3.29

Mocha: Made with Chocolate (260/310 cal) 3.29

New **Goo Goo® Cluster Latte:** (260/280 cal) *contains peanuts* 3.59

CRACKER BARREL FRESHLY BREWED PREMIUM BLEND COFFEE
2.39 *bottomless refills*



Made with **100% Premium Quality Arabica Coffee Beans**
Regular or Decaf (0 cal)

JUICE
REG 2.49 (50-100 cal)
LRG 2.79 (100-210 cal)
100% Florida Orange, Apple, Grapefruit, Tomato

MILK
REG 1.99 (90-230 cal)
LRG 2.99 (180-460 cal)
Skim, Reduced-Fat, Whole, Chocolate

HOT TEA
2.49 *bottomless refills*

A selection of regular and decaffeinated teas from Twinings® of London (0 cal)

CRACKER BARREL FRESHLY BREWED ICED TEA
bottomless refills



Unsweetened or Sweet (0/130 cal) 2.59
Raspberry (70 cal) 2.99

OLD-FASHIONED LEMONADE
bottomless refills

Regular (230 cal) 2.69
Raspberry (230 cal) 2.99

New CRAFTED SODAS BY Blue Sky
2.59 *bottomless refills*



Blood Orange or Black Cherry (190 cal)
Blue Sky® Sodas are naturally flavored and sweetened with 100% cane sugar.

SOFT DRINKS
2.59 *bottomless refills*

Coca-Cola, Sprite, Mello Yello, Dr Pepper, Diet Coke, Diet Dr Pepper (0-230 cal)

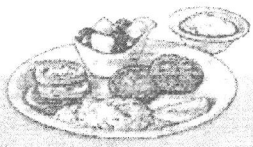
Stewart's Bottled Sodas 2.79
Diet Root Beer, Root Beer, Orange n' Cream (0-250 cal)
Chilled Apple Cider (210 cal) 2.79
English Mountain Bottled Water (0 cal) 2.79
Hot Chocolate (210/380 cal) **KID'S** 2.49 **REG** 2.99

2000 calories a day is used for general nutrition advice, but calorie needs vary.

Wholesome Fixin's®

HOMESTYLE MEALS WITH A LIGHTER TWIST.®

- 550 Calories or Less -



GOOD MORNING BREAKFAST

7.89

Two Scrambled Egg Whites, Coarse Ground Grits, a side of **Fresh Seasonal Fruit,** sliced tomatoes and **Turkey Sausage** (310 cal).

FRESH FRUIT N' YOGURT PARFAIT BREAKFAST

7.79

Low-fat vanilla yogurt and **Fresh Seasonal Fruit** topped with honey oats, almonds and dried fruit granola. Served with **Two Scrambled Egg Whites** and **Turkey Sausage** (510 cal).

APPLE N' CINNAMON OATMEAL

4.99

Hearty steel-cut oats simmered 'til creamy with dried cranberries, apples, golden raisins, cinnamon, and vanilla. Topped with **roasted Fuji apples,** dried cranberries, and pecans. Served with reduced-fat milk (340 cal). Add a Wild Maine Blueberry Muffin for 1.29 extra (360 cal).

Tasty ALTERNATIVES

	cal
Scrambled Egg Whites	60
Multigrain Toast	100
Turkey Sausage Patties	110
Low-Sugar Fruit Spread	10

Available as a substitute for like items at no extra charge.

Side Plates

		cal
Hashbrown Casserole	2.89	190
Loaded Hashbrown Casserole *topped with bacon pieces n' extra cheese*	2.99	350
Wild Maine Blueberry Muffin	2.59	360
Smoked Sausage Patties	3.29	240
Sausage Links	3.29	210
Thick-Sliced Bacon	3.29	210
Sugar Cured Ham	5.99	180
Country Ham	5.99	270
Grilled Pork Chop	5.99	250

		cal
Fried Apples	2.89	170
Bacon or Sausage with Fried Apples or Hashbrown Casserole	4.99	110-240 170/190
Country Ham n' Biscuit	2.69	240
Sausage n' Biscuit	2.49	280
Hashbrown Casserole, Fried Apples n' Biscuit	4.89	520
Two Eggs* n' Biscuits	4.89	460
Gravy n' Biscuits	3.99	710
Sawmill Gravy	1.79	160

		cal
Fresh Seasonal Fruit	2.89	50
Fresh Apple Slices	2.89	70
Two Eggs* any way you like 'em	2.89	150
Two Scrambled Egg Whites	2.89	60

		cal
Turkey Sausage Patties	3.29	110
Coarse Ground Grits	1.79	90
Yogurt n' Granola *with almonds*	2.89	190
Fresh Fruit n' Yogurt Parfait *with granola mix and almonds*	3.99	330

Sweet Toppings

We use the finest ingredients in our Sweet Toppings and serve them warm for you to enjoy.

	cal
100% Pure Natural Syrup	150
Dickinson's® Wild Maine Blueberry Syrup	200
Sugar-Free Syrup	15

Warm fruit toppings & real whipped cream:	cal
Country Peach	320
Sweet Blackberry	350
Cinnamon Spiced Apple	390

CRACKER BARREL
· Signature Items ·

WHOLESOME FIXIN'S®
· Homestyle Meals With a Lighter Twist® ·

WE WANT TO LET YOU KNOW THAT OUR HASHBROWN CASSEROLE IS MADE THE TRADITIONAL WAY USING MEAT SEASONINGS AND IS NOT STRICTLY VEGETARIAN.

BEFORE PLACING YOUR ORDER, PLEASE INFORM YOUR SERVER IF A PERSON IN YOUR PARTY HAS A FOOD ALLERGY.

2000 calories a day is used for general nutrition advice, but calorie needs vary.

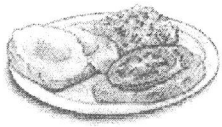
Our Daily DELIGHTS

New Sunrise Specials

4.99

Enjoy one of our satisfying country breakfast specials.

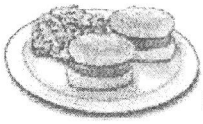
EGG SANDWICH



Two farm fresh eggs* served on seared Sourdough bread with tomato and mayo (480 cal) *-plus-* your choice of **Fried Apples** or **Hashbrown Casserole** (170/190 cal).

ONE EGG N' BACON OR SAUSAGE

One farm fresh egg* served with **Buttermilk Biscuits** (390 cal) *-plus-* one **Smoked Sausage Patty** or two slices of **Thick-Sliced Bacon** (50-140 cal), real butter and preserves.



New MEAT BISCUITS N' HASHBROWN CASSEROLE OR FRIED APPLES

Two **hand-rolled Buttermilk Biscuits** with choice of **ham, Sausage Patty** or **Thick-Sliced Bacon** (210-280 cal each). Served with **Fried Apples** or **Hashbrown Casserole** (170/190 cal).

BISCUITS N' GRAVY WITH BACON OR SAUSAGE

Three **hand-rolled Buttermilk Biscuits** with our special Sawmill Gravy (710 cal) *-plus-* **Thick-Sliced Bacon** or **Smoked Sausage Patties** (110-240 cal).

APPLE N' CINNAMON OATMEAL

Hearty steel-cut oats simmered 'til creamy with dried cranberries, apples, golden raisins, cinnamon and vanilla. Topped with **roasted Fuji apples**, dried cranberries and pecans. Served with reduced-fat milk (340 cal).

Kid's Menu

Kids of all ages are welcome to order from these kid-sized portions of some of our favorite menu items. (Does not include drink.)

TWO BUTTERMILK PANCAKES

4.79

topped with butter (530 cal) and served with syrup or any Sweet Topping

ONE BUTTERMILK PANCAKE

3.89

topped with butter (320 cal) and served with syrup or any Sweet Topping

CEREAL AND MILK

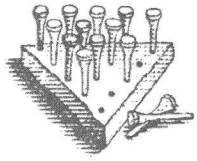
3.69

Cheerios® (120 cal) and choice of milk (90-150 cal)

ONE EGG N' BISCUIT

3.49

with one scrambled egg (230 cal), butter and jelly



FRESH FRUIT N' VANILLA YOGURT PARFAIT

3.99

with granola and chopped almonds (330 cal)

HALF ORDER OF SAUSAGE OR BACON

2.29

with any Kid's breakfast



Turkey Sausage: one patty (50 cal) Smoked Sausage: one patty (120 cal) Thick-Sliced Bacon: two slices (140 cal)

*MAY BE COOKED TO ORDER. CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH, OR EGGS MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS.

1200 to 1400 calories a day is used for general nutrition advice for children aged 4-8 years, but calorie needs vary.

2000 calories a day is used for general nutrition advice, but calorie needs vary.

Quality & Care We Love To Share

We are committed to providing our guests with high-quality, homestyle food. If we can't source ingredients that meet our high standards for a dish, we simply don't serve it. It's this dedication to quality, combined with our real homestyle recipes, that makes our country style cooking so authentic and delicious.

Introducing
OUR DAILY DELIGHTS

4.99 breakfast | 5.99 lunch | 7.99 dinner

A FRESH TAKE ON BREAKFAST, WEEKDAY LUNCH SPECIALS AND DINNERS WITH ENDLESS POSSIBILITIES.

Explore our Sunrise Specials, Weekday Lunch Specials and Country Dinner Plates sections of our menu for more.

From Our Table TO YOURS

CELEBRATIONS | CATERING | CARRY-OUT
CRACKER BARREL to-go™

Whether you're catering a special event, hosting a holiday gathering, or simply ordering dinner, Cracker Barrel To-Go is your go-to for quality homestyle meals.

Order online at
crackerbarreltogo.com

CRACKER BARREL BUNDLES
Delivered to Your Door



Visit **shop.crackerbarrel.com** for bundles featuring an assortment of our hams, bacon, and pantry favorites. They're great for your special occasion at home or as a gift.

Country Breakfast Sampler: Country Ham Steaks, Cracker Barrel Fried Apples, 100% Pure Natural Syrup, Cracker Barrel Apple Butter, Country Bacon, Cracker Barrel Pancake Mix, and Cracker Barrel Grits.

COME ON OVER AND VISIT WITH US SOME MORE.
You're always welcome.
crackerbarrel.com

Our Menu is printed on Recycled Paper containing 30% Post Consumer Paper
"Cracker Barrel Old Country Store," "Cracker Barrel To-Go," "Sunrise Sampler," "Grandma's Country Fried Breakfast," "The Cracker Barrel's Country Boy Breakfast," "Sunrise Favorite Breakfast," "Weekday Lunch Favorite," "Uncle Herschel's Favorite," "Morning French Toast Breakfast," "Memphis Pancake Breakfast," "Homestyle Meals With A Capital Treat," "Cracker Barrel," "Sunday Homestyle Chicken," and "Enjoy Every Little Thing" are some trademarks owned by CBOCS Properties, Inc. ©2018 CBOCS Properties, Inc.

LUNCH & DINNER

SERVED DAILY AT 11AM



HOMESTYLE COOKING SINCE 1969

Cracker Barrel

OLD COUNTRY STORE

Downhome Daily Dinner Deals

SERVED WITH HAND-ROLLED BUTTERMILK BISCUITS (160 cal each) **OR CORN MUFFINS** (210 cal each) **AND REAL BUTTER.**

Monday
CHICKEN N' DUMPLINS

Our freshly prepared Chicken n' Dumplins slow simmered right in our kitchen (450 cal) *-plus-* choice of two Country Sides. 7.49

Tuesday
MEATLOAF

Our special recipe Meatloaf with tomatoes, onions and green peppers (520 cal) *-plus-* choice of two Country Sides. 8.99

Wednesday
BROCCOLI CHEDDAR CHICKEN

Oven-baked Broccoli Cheddar Chicken (690 cal) *-plus-* choice of two Country Sides. 9.99

Thursday
TURKEY N' DRESSING

Turkey n' Dressing in turkey gravy and served with Sweet Potato Casserole with pecans (820 cal) *-plus-* choice of Country Side. 9.99

Friday
FISH FRY

Starting at 11 AM, we serve four Cod Fillets, hand-dipped in our own special batter and fried (730 cal) *-plus-* choice of two Country Sides. We suggest enjoying them with Steak Fries and Cole Slaw. 10.49

Saturday
New COUNTRY FRIED PORK CHOPS

Starting at 11 AM, enjoy two crispy hand-breaded fried pork chops smothered in roasted pan gravy (1000 cal) *-plus-* choice of two Country Sides. 10.49

Sunday
New POT ROAST SUPPER

Starting at 11 AM, we serve our oven-braised beef roast with red potatoes, carrots, onions, celery and tomatoes in a savory beef broth (550 cal). 10.49

AT CRACKER BARREL, WE TAKE GREAT CARE THAT THE FOOD WE SERVE IS FRESHLY MADE IN OUR KITCHENS EVERY DAY.
Which might mean we don't have one of your favorites at times. Made from scratch has been part of Cracker Barrel for over fifty years and we like to think that's what folks have come to depend on.

Breakfast All Day

ENJOY SOME OF YOUR FAVORITE BREAKFAST ITEMS ALL DAY.

Full menu available upon request

GRANDMA'S SAMPLER
Two pancakes, two eggs*, a sampling of bacon, sausage and Sugar Cured or Country Ham (950/1000 cal) *-plus-* choice of Fried Apples or Hashbrown Casserole (170/190 cal). 9.99

MOMMA'S PANCAKE BREAKFAST®
Three pancakes and two eggs* (880 cal) *-plus-* choice of bacon or sausage (110-240 cal). 8.79

THE CRACKER BARREL'S COUNTRY BOY BREAKFAST®
Three eggs*, grits, Fried Apples, Hashbrown Casserole (660 cal) *-plus-* choice of Sirloin Steak*, Sugar Cured or Country Ham (350-540 cal), and All the Fixin's.† 10.99

OLD TIMER'S BREAKFAST
Two eggs*, grits, choice of Fried Apples or Hashbrown Casserole (400/420 cal), choice of bacon, sausage or Grilled Southwestern Sausage (110-250 cal), and All the Fixin's.† 8.89

SUNRISE SAMPLER®
Two eggs*, grits, Fried Apples and Hashbrown Casserole *-plus-* a sampling of bacon, sausage and Country Ham (920 cal), and All the Fixin's.† 8.99

GRANDPA'S COUNTRY FRIED BREAKFAST®
Two eggs*, grits, choice of Fried Apples or Hashbrown Casserole (400/420 cal) *-plus-* choice of Country Fried Steak or Fried Chicken Tenders with Sawmill Gravy (600/710 cal) and All the Fixin's.† 9.99

MOMMA'S FRENCH TOAST BREAKFAST®
Four slices of Sourdough bread, dipped in eggs and grilled. Served with two eggs* (1000 cal) *-plus-* choice of bacon or sausage (110-240 cal). 8.89

UNCLE HERSCHEL'S FAVORITE®
Two eggs*, grits, choice of Fried Apples or Hashbrown Casserole (400/420 cal) *-plus-* choice of Sugar Cured or Country Ham, Grilled Southwestern Sausage, Hamburger Steak** (seasoned with garlic butter), U.S. Catfish Fillet (grilled or fried) or Fried Chicken Tenders (130-510 cal). Comes with All the Fixin's.† 9.49

New BACON N' EGG HASHBROWN CASSEROLE
A double portion of our signature Hashbrown Casserole, griddled and layered with Colby cheese, farm fresh scrambled eggs and hickory smoked bacon all topped off with fried onions and diced tomatoes (980 cal). Served with Buttermilk Biscuits. 9.29

†**All The Fixin's** Includes Biscuits (160 cal each) and Sawmill Gravy (160 cal) *-plus-* butter and the best Dickinson's® preserves n' jam we could find.

**WE COOK OUR HAMBURGER STEAKS MEDIUM, MEDIUM WELL AND WELL DONE.

*MAY BE COOKED TO ORDER. CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH, OR EGGS MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS.

Cracker Barrel Favorites

SERVED WITH HAND-ROLLED BUTTERMILK BISCUITS (160 cal each) **OR CORN MUFFINS** (210 cal each) **AND REAL BUTTER.**

	Country Side Choice THREE	TWO
COUNTRY FRIED STEAK USDA Choice steak, fried and topped with Sawmill Gravy (600 cal).	11.99	10.49
MEATLOAF Our special recipe with tomatoes, onions and green peppers (520 cal).	10.99	9.79
ROAST BEEF Thick-cut USDA Choice chuck roast, slow roasted up to 14 hours until fork tender (480 cal).	11.99	10.49
CHICKEN N' DUMPLINS Slow simmered right in our kitchen (450 cal).	9.99	7.99
CHICKEN FRIED CHICKEN A generous portion of our Sunday Homestyle Chicken® topped with Sawmill Gravy (1140 cal).	12.29	10.99
GRILLED CHICKEN TENDERS Marinated and grilled (270 cal).	10.59	8.19
FRIED CHICKEN TENDERS Crispy fried with BBQ or Honey Mustard sauce (710/850 cal).	10.59	8.19
U.S. FARM-RAISED CATFISH *choice of either:* Two spicy grilled fillets (260 cal). Two cornmeal crusted and fried fillets, served with tartar sauce for dipping (810 cal).	12.29	10.49
HAM Sugar Cured or Hickory-Smoked Country (440/540 cal).	11.19	9.69

New BARREL-CUT SUGAR HAM
A generous portion of our extra thick-sliced bone-in Sugar Ham steak (1020 cal). Served with choice of three Country Sides. 15.29

CRACKER BARREL SAMPLER
A hearty portion of our Chicken n' Dumplins, Meatloaf and Sugar Cured or Country Ham (1300/1400 cal). Served with choice of three Country Sides. 14.99

AT CRACKER BARREL, WE TAKE GREAT CARE THAT THE FOOD WE SERVE IS FRESHLY MADE IN OUR KITCHENS EVERY DAY.
Which might mean we don't have one of your favorites at times. Fresh every day has been part of Cracker Barrel for over fifty years and we like to think that's what folks have come to depend on.

Signature Fried Chicken

SERVED WITH HAND-ROLLED BUTTERMILK BISCUITS (160 cal each) **OR CORN MUFFINS** (210 cal each) **AND REAL BUTTER.**

SOUTHERN FRIED CHICKEN

A taste of true Southern tradition with four hand-breaded pieces of bone-in chicken, using our special recipe seasoning, then fried 'til golden and crispy (1640 cal). We pair it with honey for drizzling -*plus*- choice of two Country Sides. 10.99

SUNDAY HOMESTYLE CHICKEN®

Available Every Day

Two boneless chicken breasts, hand-dipped in our special buttermilk batter, breaded and deep fried to a crispy golden brown (1060 cal) -*plus*- choice of two Country Sides. 10.79

ITEMS UNDER 600 CALORIES AND LESS THAN 15 GRAMS OF FAT

BEFORE PLACING YOUR ORDER, PLEASE INFORM YOUR SERVER IF A PERSON IN YOUR PARTY HAS A FOOD ALLERGY.

*MAY BE COOKED TO ORDER. CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH, OR EGGS MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS.

Home Cooked Classics Starting at $7.99

SERVED WITH HAND-ROLLED BUTTERMILK BISCUITS (160 cal each) **OR CORN MUFFINS** (210 cal each) **AND REAL BUTTER.**

MAPLE BACON GRILLED CHICKEN

Two grilled chicken breasts topped with sweet n' smoky maple glaze, bacon and melted cheese (850 cal) *-plus-* choice of two Country Sides. 9.49

HAMBURGER STEAK**

Half-pound Hamburger Steak (440 cal) seasoned with garlic butter *-plus-* choice of two Country Sides. 7.99
Make it smothered with sautéed onions and brown gravy (50 cal) for 1.00.

CHICKEN POT PIE

Slow-simmered chicken, potatoes, peas, carrots, celery and onions in a creamy sauce topped with a flaky pastry crust (960 cal). 8.99

U.S. FARM-RAISED CATFISH

One fillet either spicy grilled or cornmeal crusted and fried with tartar sauce for dipping (130/400 cal) *-plus-* choice of two Country Sides. 8.49

COUNTRY VEGETABLE PLATE

Choice of four Country Sides (40-340 cal each). 7.99

Southern Suppers

SERVED WITH HAND-ROLLED BUTTERMILK BISCUITS (160 cal each) **OR CORN MUFFINS** (210 cal each) **AND REAL BUTTER.**

GRILLED SIRLOIN STEAK*

USDA Choice seasoned with garlic butter and grilled to order (350 cal) *-plus-* choice of three Country Sides. 13.49

LEMON PEPPER GRILLED RAINBOW TROUT

Two lightly seasoned boneless spring water trout fillets grilled until fork tender (330 cal) *-plus-* choice of two Country Sides. 10.89

BEANS N' GREENS

A cup of our Pinto Beans and Turnip Greens cooked with Country Ham. Served with an onion slice, chow chow relish and vinegar (410 cal). 7.59

CHILE JACK GRILLED CHICKEN

Our own marinated chicken tenders covered with Hatch Valley Green Chiles and plenty of Monterey Jack cheese with salsa on the side (440 cal) *-plus-* choice of three Country Sides. 10.69

HADDOCK

North Atlantic boneless whitefish fillet dusted in traditional cornmeal and flour mix and grilled until fork tender beneath a light, crispy crust (380 cal) *-plus-* choice of three Country Sides. 11.99

BOWL OF TURNIP GREENS

Simmered with Country Ham and served with an onion slice and vinegar (250 cal). 5.79

COUNTRY FRIED SHRIMP

Our buttermilk breaded fried shrimp served with hushpuppies (900 cal) *-plus-* choice of two Country Sides. 10.79

BOWL OF PINTO BEANS

Cooked with our Country Ham and served with an onion slice and chow chow relish (470 cal). 5.79

Vegetables n' Sides

WE PREPARE ALL OUR VEGETABLES THE TRADITIONAL COUNTRY WAY RIGHT IN OUR KITCHEN. SOME OF OUR OFFERINGS CONTAIN MEAT SEASONINGS AND ARE NOT VEGETARIAN.

COUNTRY SIDES

Choose from below to complete a meal that comes with a side choice.

Hashbrown Casserole (190 cal)
Mashed Potatoes (200 cal)
Steak Fries (340 cal)
Macaroni n' Cheese (270 cal)
Dumplins (210 cal)
Breaded Fried Okra (250 cal)
Sweet Whole Baby Carrots (90 cal)
Whole Kernel Corn (180 cal)
Pinto Beans (140 cal)
Country Green Beans (60 cal)
Fresh Steamed Broccoli (40 cal)
Turnip Greens (100 cal)
Cole Slaw (250 cal)
Fresh Seasonal Fruit (50 cal)
Fried Apples (170 cal)

Premium SIDES

Substitute your Country Side choice for 1.69
Loaded Baked Sweet Potato (620 cal) *New Recipe*
contains pecans
Loaded Baked Potato (520 cal) *New Recipe*
Loaded Hashbrown Casserole (350 cal)

SOUPS

Cup (80-440 cal) 3.99
Bowl (170-880 cal) 5.19
Be sure to ask which selections are available today.

HOUSE SALAD

Substitute your Country Side choice for 1.69 or **add** as a Side for 5.19
Enjoy fresh greens with Thick-Sliced Bacon pieces, cucumbers, tomatoes, Colby cheese and croutons (260-510 cal).

SOME OF OUR VEGETABLE OFFERINGS CONTAIN MEAT SEASONINGS AND ARE NOT VEGETARIAN.
**WE COOK OUR HAMBURGERS AND HAMBURGER STEAKS MEDIUM, MEDIUM WELL AND WELL DONE.
*MAY BE COOKED TO ORDER. CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH, OR EGGS MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS.

Weekday Lunch Features Starting at $5.99

SERVED WITH HAND-ROLLED BUTTERMILK BISCUITS (160 cal each) **OR CORN MUFFINS** (210 cal each) **AND REAL BUTTER.** *Available 11am – 4pm*

MONDAY–FRIDAY, PICK 2 COUNTRY COMBOS $5.99

Choose from any two of our lunch favorites:

Country House Salad with Grilled Chicken (350-630 cal)
Cup of Soup *(selections vary daily)* (80-440 cal)

Loaded Baked Potato (520 cal)
Loaded Baked Sweet Potato (620 cal) *contains pecans*

MONDAY–FRIDAY, MEATLOAF $5.99

Our homemade Meatloaf and Mashed Potatoes (460 cal)
-plus- choice of Country Side.

MONDAY–FRIDAY, CHICKEN N' DUMPLINS $5.99

Slow simmered right in our kitchen (450 cal)
-plus- choice of Country Side.

Monday: **Chicken n' Dumplins** slow simmered right in our kitchen (450 cal) *-plus-* choice of Country Side. 5.99

Tuesday: Our homemade **Meatloaf** and Mashed Potatoes (460 cal) *-plus-* choice of Country Side. 5.99

Wednesday: Oven-baked **Broccoli Cheddar Chicken** (690 cal) *-plus-* choice of Country Side. 6.49

Thursday: **Turkey n' Dressing** smothered in turkey gravy and served with Sweet Potato Casserole with pecans (820 cal). 6.49

AT CRACKER BARREL, WE TAKE GREAT CARE THAT THE FOOD WE SERVE IS FRESHLY MADE IN OUR KITCHENS EVERY DAY.
Which might mean we don't have one of your favorites at times. Made from scratch has been part of Cracker Barrel for over fifty years and we like to think that's what folks have come to depend on.

Country Salads

EACH OF OUR SALADS INCLUDES YOUR CHOICE OF DRESSING.

HOMESTYLE CHICKEN SALAD

Crispy, golden-fried Sunday Homestyle Chicken® or Smoky Southern grilled chicken breast over fresh greens with cucumbers, grape tomatoes, Colby cheese, house-baked croutons and boiled eggs (930/550 cal)
-plus- crackers. 9.89

CHEF SALAD

Our fresh salad greens are topped with our own Oven Roasted Turkey Breast, pieces of Sugar Cured Ham and bacon, cucumbers, grape tomatoes, house-baked croutons and boiled eggs (570 cal)
-plus- crackers. 9.99

Salad Dressings

Balsamic Herb Vinaigrette, Blue Cheese, Buttermilk Ranch, Honey Mustard (170-310 cal)

Sandwich n' Burger Platters

MADE TO ORDER AND SERVED WITH YOUR CHOICE OF A CUP OF SOUP OR ANY COUNTRY SIDE.

HOMESTYLE CHICKEN BLT

Crispy, golden-fried Sunday Homestyle Chicken® drizzled with our maple glaze, topped with bacon, lettuce, tomato, and sweet n' smoky mayo on a bun (1180 cal). We suggest enjoying it with Steak Fries. *Or try it with our grilled chicken breast* (800 cal). 8.99

THE BARREL CHEESEBURGER**

Our juicy grilled to order patty is seasoned and seared on our flat top grill, topped with melted Colby cheese, Duke's® Mayonnaise, lettuce and tomato stacked on a bun (990 cal). We suggest enjoying it with Steak Fries. 8.99
Add Thick-Sliced Bacon (140 cal) for 1.00.

CHILE JACK CHICKEN

Our grilled chicken tenders on seared Sourdough bread with Hatch Valley Green Chiles and Monterey Jack cheese (660 cal). 9.19

**WE COOK OUR HAMBURGERS AND HAMBURGER STEAKS MEDIUM, MEDIUM WELL AND WELL DONE.
*MAY BE COOKED TO ORDER. CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH, OR EGGS MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS.

New Kid's Menu

KIDS OF ALL AGES ARE WELCOME TO ORDER FROM THESE KID-SIZED PORTIONS OF SOME OF OUR FAVORITE MENU ITEMS. BEVERAGE INCLUDED. SELECT DRINKS AVAILABLE (0-280 cal).

Lil' Barrel Cheeseburgers* 5.19
Two mini burgers with American cheese on slider buns (580 cal). Served with a side of Tater Rounds (170 cal).

Grilled Cheese Sandwich 4.99
Made with American cheese on grilled Sourdough bread (480 cal). Served with a side of Tater Rounds (170 cal).

Items below served with a **Buttermilk Biscuit** (160 cal) or **Corn Muffin** (210 cal).

Fried Chicken Tenders 5.69
Your choice of BBQ or Honey Mustard sauce (390/530 cal). Served with a side of Tater Rounds (170 cal).

Crispy Rockin' Shrimp 5.99
Crispy Fried Shrimp with a side of Tater Rounds, a hushpuppy and cocktail sauce (540 cal).

Grilled Chicken Tenders (140 cal) 5.69
Served with a side of Tater Rounds (170 cal).

Mmmm Mac n' Cheese 4.99
A kid's size version of our beloved Mac n' Cheese (540 cal).

Veggie Plate 4.69
Choice of two Country Sides (40-340 cal each).

Dessert

Dirt Cup Desert 2.79
Layers of chocolate pudding, chocolate cookie crumbs and gummy worms (430 cal).

***ALL KID'S HAMBURGERS ARE COOKED WELL DONE.**
1200 to 1400 calories a day is used for general nutrition advice for children aged 4-8 years, but calorie needs vary.

Iced Tea n' Beverages

SOFT DRINKS
Bottomless Refills
Coca-Cola, **Sprite, Mello Yello, Dr Pepper, Diet Coke, Coca-Cola® Zero Sugar, Coca-Cola® Cherry, Seagram's Ginger Ale**
(0-280 cal) 2.79

Crafted COFFEE
Traditional Espresso Beverages: Iced or Hot
Latte: Reg, Vanilla, Caramel (90-250 cal) 3.39
Mocha: Made with Chocolate (260/310 cal) 3.39

CRACKER BARREL FRESHLY BREWED ICED TEA
Bottomless Refills
Unsweetened or **Sweet** (0/130 cal) 2.79

OLD-FASHIONED LEMONADE
Bottomless Refills
(230 cal) 2.79

FRESHLY BREWED COFFEE
Bottomless Refills
Made with 100% Premium Quality Arabica Coffee Beans.
Regular or **Decaf** (0 cal) 2.59

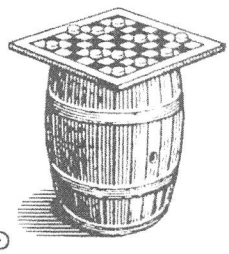
JUICE
REG 2.59 | LRG 2.89
(100 cal) | (200/210 cal)
100% Florida Orange or **Apple**

MILK
REG 2.19 | LRG 2.99
(90-230 cal) | (180-460 cal)
Skim, Reduced-Fat, Whole, Chocolate

HOT CHOCOLATE
KID'S 2.49 | REG 2.99
Topped with whipped cream (210/380 cal)

HOT TEA
Bottomless Refills
from Twinings® of London (0 cal) 2.59

STEWART'S BOTTLED SODA
Root Beer
(210 cal) 2.89



What's in a Name?

LOTS OF FOLKS ASK US HOW WE GOT OUR NAME. IT'S SIMPLE - BACK IN THE OLD DAYS, CRACKERS WERE SHIPPED IN BARRELS TO COUNTRY STORES. WHEN THE BARRELS WERE EMPTY, THEY WERE USED AS A PLACE TO HOLD A CHECKERBOARD, A CONVERSATION OR BOTH. WE'D LIKE TO THINK SOME THINGS NEVER CHANGE.

*MAY BE COOKED TO ORDER. CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH, OR EGGS MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS.

LD50_0121 BL19 758088

"Cracker Barrel Old Country Store," "Sunrise Sampler," "The Cracker Barrel's Country Boy Breakfast," "Smokehouse Breakfast," "Uncle Herschel's Favorite," "Momma's French Toast Breakfast," "Momma's Pancake Breakfast," "Cracker Barrel," and "Sunday Homestyle Chicken" are service marks/trademarks of CBOCS, Inc. ©2021 CBOCS Properties, Inc.

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

21 MAY 14 Liqr. Lic. AM11:02

RECORDS REQUIRED FOR AUDIT
Applies to Series 11 (Hotel/Motel W/Restaurant) & Series 12 (Restaurant) Only

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of ***all*** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
    - A. Sales Journals/Monthly Sales Schedules
        - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
        - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
        - 3) Dated Guest Checks
        - 4) Coupons/Specials/Discounts
        - 5) Any other evidence to support income from food and liquor sales
    - B. Cash Receipts/Disbursement Journals
        - 1) Daily Bank Deposit Slips
        - 2) Bank Statements and canceled checks
11. Tax Records
    - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
    - B. Income Tax Return - city, state and federal (copies)
    - C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
    - A. Copies of all reports required by the State and Federal Government
    - B. Employee Log (A.R.S. §4-119)
    - C. Employee time cards (actual document used to sign in and out each work day)
    - D. Payroll records for all employees showing hours worked each week and hourly wages

13. Off-site Catering Records (must be complete and separate from restaurant records)

A. All documents which support the income derived from the sale of food off the license premises.

B. All documents which support purchases made for food to be sold off the licensed premises.

C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1."Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
2."Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

NOTARY

I, (Print Full Name) ANDREA DAHLMAN LEWKOWITZ, have read and understand all aspects of this statement

X (Signature) _____ Controlling Person / Agent

State of ARIZONA County of MARICOPA

the foregoing instrument was acknowledged before me this

14 Day of APRIL Month 2021 Year

My commission expires on: 02/12/2025

AMY L SCHROFF
Notary Public - Arizona
Maricopa County
My Commission Expires
02/12/2025
Commission # 595847

Signature of NOTARY PUBLIC

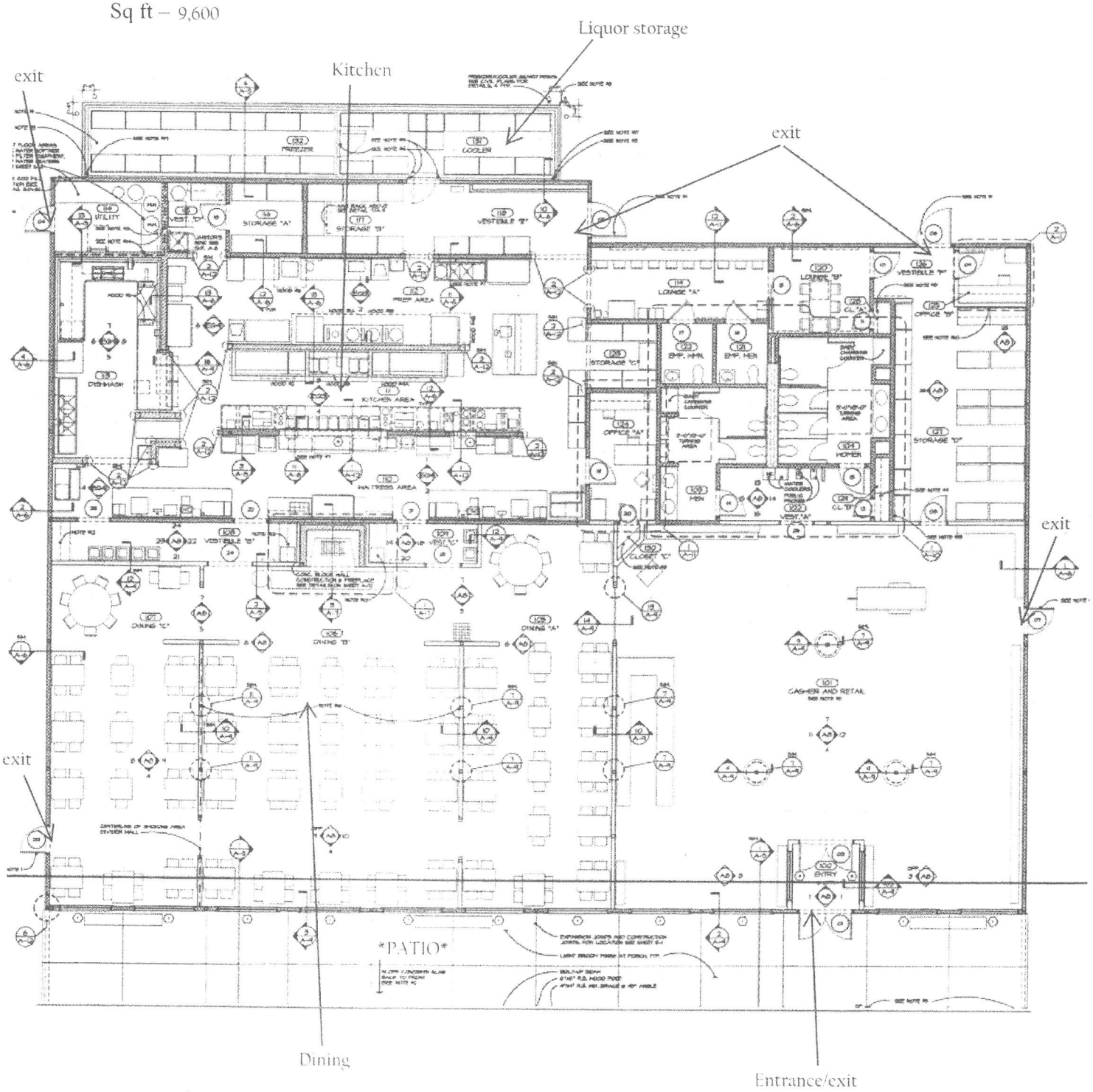
MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

Individuals requiring ADA accommodations please call (602)542-9027

Cracker Barrel #344
8400 N. Cracker Barrel Road
Tucson, AZ 85743 | (520) 579-1845
Sq ft – 9,600

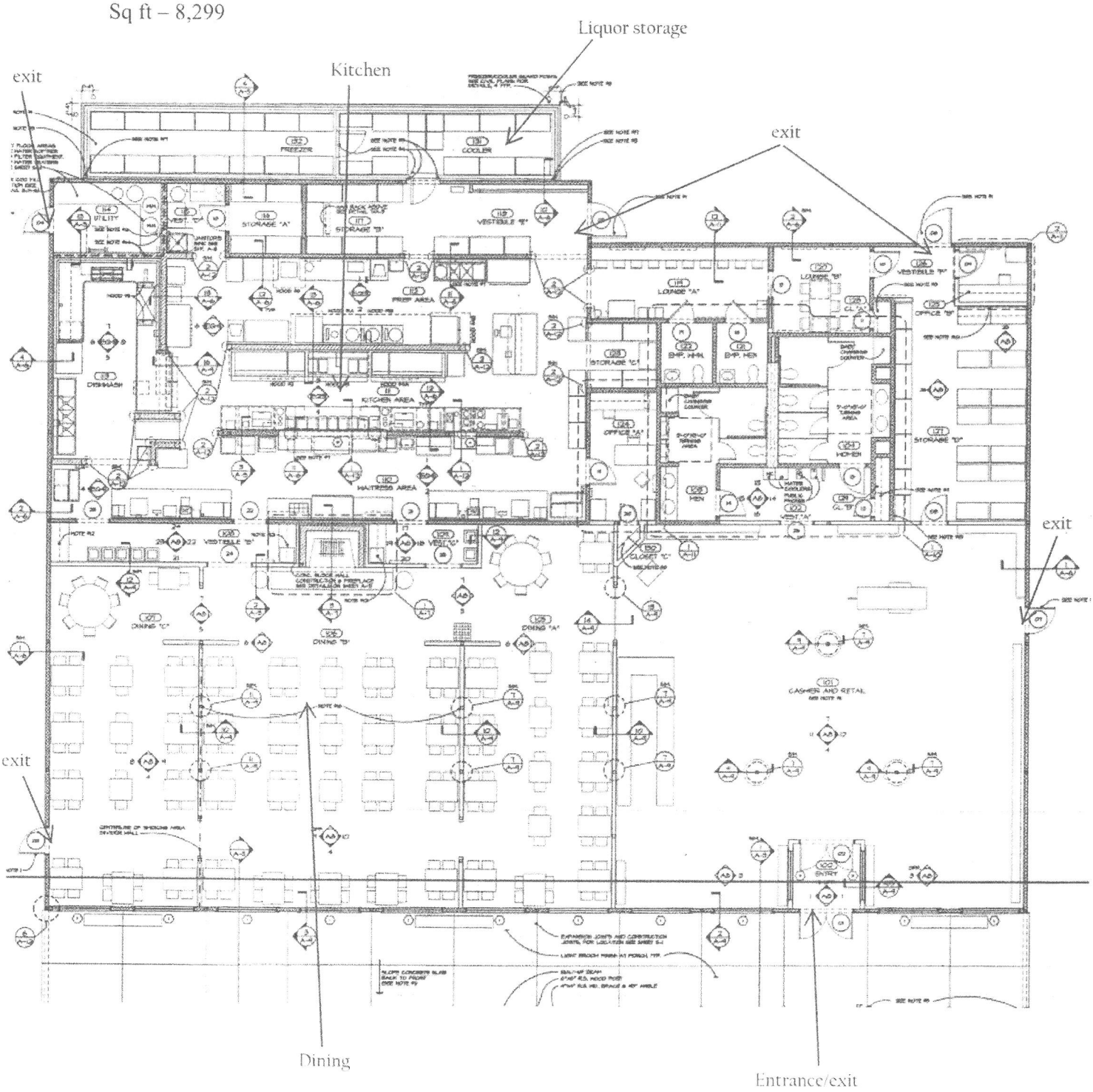
AMENDMENT - JOB #148463

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AMENDMENT

Cracker Barrel #344
8400 N. Cracker Barrel Road
Tucson, AZ 85743 | (520) 579-1845
Sq ft – 8,299



'21 MAY 14 Liq. Lic. AM11:02

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

FP current 10-18-2019

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: SERIES 12 | PENDING

1. **Check the Appropriate Box** →

☐ Controlling Person	☒ Agent	☐ Premises Manager (complete all questions except #12)

2. Name: LEWKOWITZ (Last) ANDREA (First) DAHLMAN (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: ARIZONA

4. Place of birth: MANKATO (City) MN (State) USA (COUNTRY (not county)) Height: 5' 8" Weight: 140 Eyes: HZL Hair: BLN

5. Name of current/most recent spouse: LEWKOWITZ (Last) HAROLD (First) JEROME (Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 04/1961

7. Daytime telephone number: [redacted] E-mail address: [redacted]

8. Business Name: CRACKER BARREL #344 Business Phone: 520 / 579 / 1845

9. Business Location Address: 8400 N. CRACKER BARREL ROAD (Street (do not use PO Box)) TUCSON (City) AZ (State) PIMA (County) 85743 (Zip)

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
01/2004	CURRENT	ATTORNEY	LEWKOWITZ LAW OFFICE PLC
			2600 N CENTRAL AVENUE, STE. 1775, PHOENIX, AZ 85004

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
02/1999	CURRENT	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☒No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☒No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☒No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☒No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☒No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☒No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) ANDREA DAHLMAN LEWKOWITZ hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____ State of ARIZONA County of MARICOPA

My Commission Expires on: 02/12/2025 Date

The foregoing instrument was acknowledged before me this 14 Day of APRIL 2021 (Day / Month / Year)

AMY L SCHROFF
Notary Public - Arizona
Maricopa County
My Commission Expires
02/12/2025
Commission # 596947

amy l schroff
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

'21 MAY 14 Liqr. Lic. AM11:02

LEWKOWITZ
LAW OFFICE, PLC

2600 North Central Avenue
Suite 1775
Phoenix, Arizona 85004
602.200.7222
602.200.7234
www.lewkowitzlaw.com

Andrea D. Lewkowitz
H.J. Lewkowitz

April 14, 2021

Jennifer Benson, Licensing Manager
Department of Liquor Licensing & Control
800 West Washington Street, 5th Floor
Phoenix, Arizona 85007

Re: Alien Status Form and Passport

Dear Ms. Benson:

My completed Alien Status form and a copy of my passport are on file at the Arizona Department of Liquor Licenses and Control.

If you require more information from me, please call. Thank you!

Sincerely,

Andrea D. Lewkowitz

ADL/als

NOV 14 Liq. Lic. AM11:08 MAY 14 Liq. Lic. AM11:03

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

A.R.S.§4-202, 4-210

Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: SERIES 12 | PENDING

1. Check the Appropriate Box → ☑ Controlling Person ☐ Agent ☐ Premises Manager (complete all questions except #12)

2. Name: COUVILLION (Last) PAUL (First) DOUGLAS (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: TN

4. Place of birth: BATON ROUGE (City) LA (State) USA (COUNTRY (not county)) Height: 5' 10" Weight: 205 Eyes: BLU Hair: BLN

5. Name of current/most recent spouse: COUVILION (Last) AMY (First) COLLEEN (Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☑ No If yes, what is your date of residency: _____

7. Daytime telephone number: [redacted] E-mail address: [redacted]

8. Business Name: CRACKER BARREL #344 Business Phone: 520 / 579 / 1845

9. Business Location Address: 8400 N. CRACKER BARREL ROAD (Street (do not use PO Box)) TUCSON (City) AZ (State) PIMA (County) 85743 (Zip)

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
01/2001	CURRENT	SVP	CRACKER BARREL OLD COUNTRY STORE, INC.
			305 HARTMANN DRIVE, LEBANON, TN 37087

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
08/2008	CURRENT	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer **#13 below. If NO, skip to #14.** ☐ Yes ☑ No

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐ Yes ☐ No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☑ No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐ Yes ☑ No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☑ No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐ Yes ☑ No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☑ Yes ☐ No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I **(Print Full Name)** PAUL DOUGLAS COUVILLION hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [signature]

State of Tennessee County of Wilson

The foregoing instrument was acknowledged before me this

My Commission Expires on: 12/22/2021 (Date)

26th (Day) Day of March (Month) 2021 (Year)

CHARLOTTE HUNT NOKES STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF WILSON

Charlotte H. Nokes

Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: N/A SIGNATURE:

Paul Douglas Couvillion

Question #18 Statement

CBOCS West, Inc. may have within the past 5 years been denied a business or professional license due to a variety of reasons, including but not limited to a store being unable to meet statutory requirements. Records of such denials are not maintained.

Signed _____ Date 3/26/2024

'21 MAY 14 Liqr. Lic. AM11:03

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: SERIES 12 | PENDING

1. **Check the Appropriate Box** →

☑ Controlling Person ☐ Agent | ☐ Premises Manager (complete all questions except #12)

2. Name: COCHRAN (Last) SANDRA (First) BROPHY (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: TN

4. Place of birth: COLUMBUS (City) GA (State) USA (COUNTRY (not county)) Height: 5' 6" Weight: 140 Eyes: GRN Hair: BLN

5. Name of current/most recent spouse: COCHRAN (Last) DONALD (First) QUINTON (Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☑ No If yes, what is your date of residency: _____

7. Daytime telephone number: [redacted] E-mail address: [redacted]

8. Business Name: CRACKER BARREL #344 Business Phone: 520 / 579 / 1845

9. Business Location Address: 8400 N. CRACKER BARREL ROAD (Street (do not use PO Box)) TUCSON (City) AZ (State) PIMA (County) 85743 (Zip)

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
04/2009	CURRENT	CEO/PRESIDENT	CRACKER BARREL OLD COUNTRY STORE, INC.
			305 HARTMANN DRIVE, LEBANON, TN 37087

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
11/2010	CURRENT	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☑No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☑Yes ☐No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) SANDRA BROPHY COCHRAN hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: Sandra B Cochran

State of Tennessee County of Wilson

The foregoing instrument was acknowledged before me this

My commission expires on: 12/22/2021 (Date)

26th (Day) Day of March (Month) 2021 (Year)

Charlotte H. Noles

Signature of Notary

CHARLOTTE HUNT NOLES
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: N/A SIGNATURE:

'21 MAY 14 Liq. Lic. AM11:03

Sandra Brophy Cochran

Question #18 Statement

CBOCS West, Inc. may have within the past 5 years been denied a business or professional license due to a variety of reasons, including but not limited to a store being unable to meet statutory requirements. Records of such denials are not maintained.

Signed Sandra B Cochran Date 3/26/21

'21 MAY 14 Liqr. Lic. AM11:03

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

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Liquor License#: SERIES 12 | PENDING

1. Check the Appropriate Box → ☑ Controlling Person ☐ Agent ☐ Premises Manager (complete all questions except #12)

2. Name: JACOBS (Last) KARA (First) STRATTON (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: TN

4. Place of birth: NASHVILLE (City) TN (State) USA (COUNTRY (not county)) Height: 5' 8" Weight: 130 Eyes: GRN Hair: BRN

5. Name of current/most recent spouse: JACOBS (Last) ASHLEY (First) HANSON (Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☑ No If yes, what is your date of residency: _____

7. Daytime telephone number: [redacted] E-mail address: [redacted]

8. Business Name: CRACKER BARREL #344 Business Phone: 520 / 579 / 1845

9. Business Location Address: 8400 N. CRACKER BARREL ROAD (Street (do not use PO Box)) TUCSON (City) AZ (State) PIMA (County) 85743 (Zip)

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
01/2001	CURRENT	TREAS/VP	CRACKER BARREL OLD COUNTRY STORE, INC.
			305 HARTMANN DRIVE, LEBANON, TN 37087

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
10/2018	CURRENT	[redacted]
07/2018	10/2018	[redacted]
08/2013	07/2018	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer **#13 below. If NO, skip to #14.** ☐Yes ☑No

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☑Yes ☐No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I **(Print Full Name)** KARA STRATTON JACOBS hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [signature]

State of Tennessee County of Davidson

The foregoing instrument was acknowledged before me this

My Commission Expires on: 1/8/24 Date

29 Day of March 2021
Day Month Year

[signature]
Signature of Notary

TERRI LEE HOWARD STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON My Comm. Expires 1/8/2024

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: N/A **SIGNATURE:**

'21 MAY 14 Liq. Lic. AM11:03

Kara Stratton Jacobs

Question #18 Statement

CBOCS West, Inc. may have within the past 5 years been denied a business or professional license due to a variety of reasons, including but not limited to a store being unable to meet statutory requirements. Records of such denials are not maintained.

Signed _____ Date 3/29/21

'21 MAY 14 Liqr. Lic. AM11:03

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

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Liquor License#: SERIES 12 | PENDING

1. Check the Appropriate Box → ☑ Controlling Person ☐ Agent ☐ Premises Manager (complete all questions except #12)

2. Name: WOLFSON (Last) RICHARD (First) MICHAEL (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: TN

4. Place of birth: NEW YORK (City) NY (State) USA (COUNTRY (not county)) Height: 6' 4" Weight: 185 Eyes: GRN Hair: BRN

5. Name of current/most recent spouse: WOLFSON (Last) LOU ANNE (First) COREY (Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☑ No If yes, what is your date of residency: _____

7. Daytime telephone number: [redacted] E-mail address: [redacted]

8. Business Name: CRACKER BARREL #344 Business Phone: 520 / 579 / 1845

9. Business Location Address: 8400 N. CRACKER BARREL ROAD (Street (do not use PO Box)) TUCSON (City) AZ (State) PIMA (County) 85743 (Zip)

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
08/2017	CURRENT	SR VP/SEC/GC	CRACKER BARREL OLD COUNTRY STORE, INC.
			305 HARTMANN DRIVE, LEBANON, TN 37087
04/2017	08/2017	N/A	4012 COPELAND DRIVE, NASHVILLE, TN 37215
11/2005	04/2017	CLARCOR, INC.	840 CRESCENT DRIVE, #600, FRANKLIN, TN 37067

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
09/2000	CURRENT	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer **#13 below. If NO, skip to #14.** ☐Yes ☑No

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☑Yes ☐No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) RICHARD MICHAEL WOLFSON hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [signature]

State of Tennessee County of Wilson

The foregoing instrument was acknowledged before me this

29th Day of March 2021

Day Month Year

[signature] Signature of Notary

My Commission Expires on: 12/22/2021 Date

CHARLOTTE HUNT NOKES STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF WILSON

The licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: N/A SIGNATURE:

'21 MAY 14 Liqr. Lic. AM11:04

Richard Michael Wolfson

Question #18 Statement

CBOCS West, Inc. may have within the past 5 years been denied a business or professional license due to a variety of reasons, including but not limited to a store being unable to meet statutory requirements. Records of such denials are not maintained.

Signed _____ Date 3/29/2021

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: May 20, 2021 Date of Posting Removal: 6/9/21

Applicant's Name: Lewkowitz (Last) Andrea (First) Dahlman (Middle)

Business Address: 8400 N Cracker Barrel Rd (Street) Tucson (City) 85743 (Zip)

License #: 148463

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

JR Burns	Housing Rehabilitation Specialist	(520) 990-2496
Print Name of City/County Official	Title	Phone Number

Signature: E Otto E Burns Jr Date Signed: 5/20/21

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents. If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Individuals requiring ADA accommodations please call (602)542-9027

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

Local Governing Body Recommendation
A.R.S. § 4-201(C)

1. City or Town of: _____ Liquor License Application #:_____
(Circle one) (Arizona application #)

2. County of: _____ City/Town/County #: _____

3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),

_____ _____
(Name of entertainment district) (Date of resolution to create the entertainment district)

A boundary map of entertainment district must be attached.

4. The _____ at a _____ meeting held on the _____ of
(Governing body) (Regular or special) (Day)

_____, _____ considered the application of _____
(Month) (Year) (Name of applicant)

for a license to sell spirituous liquor at the premises described in application _____,
(Arizona liquor license application #)

for the license series #: type _____ as provided by A.R.S §4-201.
(i.e.: series #10: beer & wine store)

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF _____
(Name of applicant)

to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended

for _____.
(Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

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

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

_____ _____
(Printed name of city, town or county clerk) (Signature of city, town or county clerk)

Individuals requiring ADA accommodations please call (602)542-9027

Series 6 Bar

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

Series 7 Beer and Wine Bar

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

Series 9 Liquor Store

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

Series 10 Beer and Wine Store

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

Series 11 Hotel/Motel

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

Series 12 Restaurant

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

Council-Regular Meeting **B1**

Meeting Date: 06/15/2021

To: Mayor and Council

From: David Udall, Associate Town Attorney

Date: June 15, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-096: Relating to Boards, Commissions, and Committees; making appointments to the Town of Marana Planning Commission (David L. Udall)

Discussion:

Section 17-2-1 of the Marana Town Code establishes the Town of Marana Planning Commission. Pursuant to Section 17-2-1(C), the Planning Commission makes reports and recommendations related to planning and development to the Marana Town Council, to other organizations, and to residents of the Town, and it undertakes other tasks assigned by the Town Council. The Planning Commission consists of seven members who are residents of the Town and who serve at the pleasure of the Town Council.

Four Planning Commission positions are currently vacant – three of which involve members' terms that expire on June 30, 2021 and one of which involves a member who is resigning and whose term expires June 30, 2023. Town staff has solicited applications to fill these vacancies and has received applications from Ronald Hill, David Bowen, Joseph Parsons, Christopher DeYoung, and Don Duncan. These five applicants meet the requirements set forth in the Marana Town Code for appointment to the Planning Commission, and copies of their applications are included in the agenda materials for the Council's review. Appointed members will begin serving immediately upon appointment and will each serve a four-year term.

A meeting of the Council Committee for Planning Commission and Board of Adjustment Appointments is scheduled for Tuesday, June 15, 2021, at 4:30 p.m. The Committee will review and discuss the applications submitted for the vacancies on the Planning

Commission and, if prepared to do so, will make a recommendation for appointment to the full Council at tonight's meeting.

Pursuant to Marana Town Code Section 2-6-2(E), the Council may do one or more of the following at tonight's meeting:

1. Interview one or more applicants either in public or in an executive session scheduled for that purpose. (An executive session has been scheduled on tonight's agenda for interviewing candidates, should the Council desire to do so.)
2. Make one or more appointments.
3. Order the solicitation of additional applications.
4. Take any other action it deems appropriate.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

I move to adopt Resolution No. 2021-096, appointing _____, _____, and _____, to the Town of Marana Planning Commission for a term ending June 30, 2025 and _____ to the Town of Marana Planning Commission for a term ending June 30, 2023.

Attachments

Resolution No. 2021-096
Don Duncan Application
David Bowen Application
Ronald Hill Application
Joseph Parsons Application
Christopher DeYoung Application

MARANA RESOLUTION NO. 2021-096

RELATING TO BOARDS, COMMISSIONS, AND COMMITTEES; MAKING APPOINTMENTS TO THE TOWN OF MARANA PLANNING COMMISSION

WHEREAS on March 5, 2013, the Town Council adopted Marana Resolution No. 2013-020, modifying the procedures for appointments to the Town of Marana Planning Commission by establishing a Council Committee for Planning Commission and Board of Adjustment Appointments, and authorizing the Committee to receive and review applications and interview prospective Planning Commission members and to make recommendations relating to the applicants to the full Town Council for consideration and possible action; and

WHEREAS Section 17-2-1 of the Marana Town Code establishes the Town of Marana Planning Commission and requires that its membership consist of seven residents of the Town who serve at the pleasure of the Town Council; and

WHEREAS four vacancies currently exist on the Planning Commission – three of which involve members' terms that expire on June 30, 2021 and one of which involves a member who is resigning and whose term expires June 30, 2023; and

WHEREAS the Council Committee has reviewed applications for the four vacant seats, and has made its recommendations to the full Council; and

WHEREAS the Mayor and Council find that the appointments addressed by this resolution are in the best interest of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that _____, _____, and _____ are hereby appointed to the Town of Marana Planning Commission for a term ending June 30, 2025 and _____ is hereby appointed to the Town of Marana Planning Commission for a term ending June 30, 2023.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of June 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Board and Commission Application

Town of Marana

Submitted On:
April 29, 2021 1:37pm
America/Phoenix

Board or Commission	Planning Commission
Please upload your resume here.	https://seam.ly/Es87LAiZ Don''s Resume.pub
First Name	Don
Last Name	Duncan
Email	[redacted]
Full Address	[redacted]
How many years have you lived at this address?	14 Years
How many years have you lived in Marana?	14 Years
Phone Number (Daytime)	[redacted]
Phone Number (cell or home)	[redacted]
Occupation	Retired Professional Insurance and Financial Services Owner/Agent
Employer	Retired from Allstate Insurance Company
What is your vision for the Town?	Marana must continue to strive for employment opportunities that reflect well paying jobs with a business friendly environment. Our infrastructure needs to continue to expand to meet the town's projected growth; and, it is vital that we closely monitor our water consumption. We need to continue to grow in a well planned and orderly fashion.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?	*Water Availability is a key issue/concern. *It is vital to monitor our growth while maintaining the level of service excellence for which Marana has become known.
What do you see as the Town's best asset to bring visitors and new residents to the Town?	Marana is becoming known as a destination for visitors with its system of trails for hiking and biking, with desert and mountain vistas, resort availability as well as dining options. Residents look for the convenience of access to transportation, local amenities of shopping, dining,hiking, biking and playing. We have an excellent Parks & Recreation Department to oversee our well appointed parks, trails and playgrounds. Marana is becoming a center of commerce and entertainment where people of all ages enjoy living, working, playing and retiring.
Please explain your professional background	Please see Resume
Describe your experience working with a Council-appointed board or commission	Please see Resume

Describe a time when you had to stand firm and make a tough or unpopular decision	As an insurance agent, over my 30+ years of service I helped settle thousands of claims and had to negotiate between the company and clients to help reach a fair settlement for all.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.	It has been my experience in each avenue of my life that if a decision is good for the community overall, it will ultimately be good for my specific neighborhood as well. I will continue to try to find the best solution for each problem as it is presented.
Full Name	John McIntyre
Full Address	[redacted]
Relationship	Friend and Chairman, Marana Board of Adjustments
Phone Number	[redacted]
Full Name	Alexis Koss
Full Address	[redacted]
Relationship	Friend & co member Dove Mountain HEAC
Phone Number	[redacted]
Phone Number	[redacted]
Name of Business	n/a
Person with Interest	n/a
Type of Interest	n/a
Additional Information	n/a
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	No
If Yes, please explain	
Are you, a relative, or any member of your household an employee of the Town of Marana?	No
If Yes, please explain	

List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship.a?	n/a
Signature Data	First Name: Don Last Name: Duncan Email Address: [redacted]  Signed at: April 29, 2021 12:42pm America/Phoenix
Full Date	4 29 2021

DON R DUNCAN Community Volunteer
[redacted]
Ph: [redacted] Mobile: [redacted]
Email: [redacted]

OBJECTIVE:

To participate and positively contribute to the sustained growth in a Marana that is family oriented, environmentally safe and business friendly.

CONCERNS/ISSUES: Marana must continue to strive for employment opportunities that reflect well-paying jobs with a business-friendly environment. Our infrastructure needs to continue to expand to meet the town's projected growth; and, it is vital that we closely monitor our water consumption. We need to continue to grow in a well-planned and orderly fashion.

ASSETS: Marana is nationally recognized for our scenic desert setting and vast recreational opportunities. We are the fastest growing town in Pima County, and Southern Arizona. Our proximity to the I-10 corridor and the Sunbelt Corridor (when built) will continue to draw businesses, visitors and new residents to Our Town.

PROFESSIONAL BACKGROUND:

Four years United States Air Force—Military Police 1957-1961
City of Tucson—Police Officer 1961-1966
University of Arizona—Bachelor's Degree: Education, History, Math 1966-1969
Allstate Insurance Company—The Duncan Agency—Professional Insurance Agent and Agency Owner 1969-2001, Retired (Agency now owned by son)
Flowing Wells School District—Substitute Teacher 2002-2004
Allstate Insurance Company—The Duncan Agency—Consultant, Licensed Agent 2001-2010
Allstate Financial Services—Consultant, Agency Growth & Development 2010-2011

COMMUNITY BACKGROUND:

Experience in working with Council-Appointed Boards or Commissions
Dove Mountain HOA Homeowners Executive Advisory Committees (HEAC) 2011– Present
- The Preserves HEAC
- Dove Mountain HEAC
  - Facilitated development of new playground in DM Park as well as Adult Exercise/Workout Stations
  - Participated in development of Pickle Ball Courts, new tennis court, revitalization of trails, upgrading and revitalization of all DM bathrooms for ADA compliance
- Dove Mountain Compliance

Marana Community Food Bank Advisory Board—Member, 2015-2018
- Helped Facilitate Donation and relocation of Modular Units from Cottonwood Properties to Food Bank

Dove Mountain Day in the Park, Developer & Organizer 2014-2018
- Sponsored by Dove Mountain HOA, benefitting Marana Community Food Bank

Marana Citizen Police Academy—Participant, 2013
Marana Planning Commission — Commissioner and Vice chair, 2013-2020
Marana Planning Commission—Commissioner 2021-Present
- Completed all 3 courses of study- Arizona Citizen Planner (University of Arizona and Michigan State University) 2014-2015 and The Planning Commissioners Guide Study, 2014-15
- Participated and helped facilitate development of Twin Peaks Corridor Study 2014
- Participated in Study Groups for Make Marana 2040 General Plan
- Participated in Parks & Recreation Master Plan 2020-2030
- Have attend 100% of all Commission meetings since appointment in March 2013

Marana Citizen Forum 2014-2016
- Also served on Public Art Ad Hoc Committee for design and installation of deer sculptures at Tangerine-Sky Park, 2016

Marana Personnel Action Review Board —Member and Vice Chair 2014-2017 (upon dissolution of Board)
Marana Town Council: Have attended in person or viewed every Council meeting since 2010
Dove Mountain Civic Group—Member and Chair 2018-2020

UNBIASED, OBJECTIVE DECISION-MAKING EXPERIENCE:

- In Public Hearings of the Planning Commission, speakers may be contentious while voicing objections to proposed changes/new developments. However, members of the Commission are charged with making unbiased decisions that may not appeal to the public, but are good for Marana overall.
- While serving on my HOA Compliance Committee, we have dealt face-to-face with compliance conflicts that have at times resulted in a non-compliant resident being fined or required to outlay cash to rectify a non-compliance issue.
- As an insurance agent, over my 30+ years of service I helped settle thousands of claims and had to negotiate between the company and clients to help reach a fair settlement for all.
- It has been my experience in each avenue of my life that if a decision is good for the community overall, it will ultimately be good for my specific neighborhood as well. I will continue to try to find the best solution for each problem as it is presented.

Board and Commission Application

Town of Marana

Submitted On:
May 27, 2021 9:27am
America/Phoenix

Board or Commission	Planning Commission
Please upload your resume here.	https://seam.ly/B0M5hLxN David_Bowen_Resume.pdf
First Name	David
Last Name	Bowen
Email	[redacted]
Full Address	[redacted]
How many years have you lived at this address?	20
How many years have you lived in Marana?	20
Phone Number (Daytime)	[redacted]
Phone Number (cell or home)	[redacted]
Occupation	Financial Planner/Investment Manager
Employer	Self Employed
What is your vision for the Town?	My vision is to see the Town grow by adding well planned residential communities and businesses. I want to see Marana continue to be a model community within Pima County, and to foster an environment where our citizens enjoy healthy living, and vibrant work and recreational opportunities.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?	Water will continue being one of the biggest concerns going forward, and securing access to wet water and water credits is vital to continued growth. Development of the Marana Regional Airport is important, development of flood plain plans for the North, and continued emphasis on our roads, police, and recreational areas.
What do you see as the Town's best asset to bring visitors and new residents to the Town?	Attractive and affordable communities at different price points, the natural beauty of surrounding areas, and well maintained community services and infrastructure will all generate good comments. People talk, and doing the basics right will get our message out.
Please explain your professional background	I am a financial planner who has worked in that industry for 25 years. I began working for a national brokerage firm but left and founded a private wealth management company in 2004. Before that I worked for a charitable organization in West Africa for 8 years. I taught French, was a government and local liaison, and handled import/export affairs for the organization.
Describe your experience working with a Council-appointed board or commission	I have not worked on a Council appointed board, but I have worked with people from Planning Commission, the Utilities Board, the Board of Adjustments and others while a Council member.
Describe a time when you had to stand firm and make a tough or	In the case of an annexation of a piece of land off of Twin Peaks Rd, I voted both for the annexation and the zoning. Surrounding homeowners didn''t like it, but I felt it was the best

unpopular decision	decision for the Town
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.	Marana has several community areas, and as a Board member I consider it my duty to represent the whole town. I don''t enjoy taking contrary positions or making enemies, but I understand it sometimes goes with the territory.
Full Name	June Gibble
Full Address	[redacted]
Relationship	Friend
Phone Number	[redacted]
Full Name	Curtis Wbody
Full Address	[redacted]
Relationship	Friend
Phone Number	[redacted]
Phone Number	[redacted]
Name of Business	David Bowen, CFP®
Person with Interest	David Bowen
Type of Interest	100% ownership
Additional Information	
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	No
If Yes, please explain	
Are you, a relative, or any member of your household an employee of the Town of Marana?	No
If Yes, please explain	
List by name any compensated	NA

lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship.a?	
Signature Data	First Name: David Last Name: Bowen Email Address: [redacted]  Signed at: May 27, 2021 9:24am America/Phoenix
Full Date	5 27 2021

David Bowen

[redacted] | [redacted] | [redacted]

SUMMARY

Experienced organizer and researcher. Dedicated to my clients and my community. Willing to spend time studying issues affecting the Town of Marana, and able to effectively work with citizens and board members to seek common ground solutions to problems.

SKILLS

- Able to collaborate with others to find creative solutions to problems.
- Interested in and familiar with Marana land use, zoning, and codes.
- Sensitive to protecting the beauty of our open spaces.
- Acquainted with development and environmental community leaders through previous Town Council experience.
- Unique view of the financial impacts of the Town's development decisions by virtue of my financial planning experience.
- Able to discuss issues openly and calmly without becoming belligerent.

EXPERIENCE

Financial Planner, David Bowen, CFP®, September 1996-Current
Marana, AZ
Built the first dedicated financial planning firm in Marana in 1996 with a national brokerage.

- Took the business private in 2004 and have managed the practice independently since then.

Marana Town Councilman 2011-2020.

- Collaborated with Council members and community citizens to promote healthy growth in the town.
- Well acquainted with development issues, Marana zoning restrictions, land and development history.
- Familiar with the Town's culture, values, and direction as outlined in the Town's General Plan.

Marana resident since 2001.

EDUCATION AND TRAINING

Bachelor of Arts
Education, University Of Nebraska, Kearney, NE June 1980

Certified Financial Planner
Personal Financial Planning, American College Of Financial Services, King Of Prussia, PA January 2003

Board and Commission Application

Town of Marana

Submitted On:
April 28, 2021 1:37pm
America/Phoenix

Board or Commission	Planning Commission
Please upload your resume here.	https://seam.ly/B2nb3vnH Ron Hill Full (New).doc
First Name	Ronald
Last Name	Hill
Email	[redacted]
Full Address	[redacted]
How many years have you lived at this address?	14 years six months
How many years have you lived in Marana?	14 years six months
Phone Number (Daytime)	[redacted]
Phone Number (cell or home)	[redacted]
Occupation	Retired
Employer	N/A
What is your vision for the Town?	Marana is an up and coming community uniquely located to become a modern planned community. The efforts the town has made recently positions Marana to meet that vision.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?	I think the most significant issue Marana has in its future is water. With the drought Marana will need to grow responsibly to preserve the resources available. To facilitate smart growth Marana will need to attract clean businesses to locate here. Thereby providing a stable tax base for well planned growth.
What do you see as the Town's best asset to bring visitors and new residents to the Town?	The biggest asset is the location. Marana is located in a beautiful area with extensive amenities for residents and visitors. The mountains and trails and outdoor activities are unparalleled. The location of Marana along I 10 provides easy access for business and residents.
Please explain your professional background	I am a civil engineer. I spent the majority of my career in the transportation industry. I spent 25 years with the Nevada Department of Transportation in various positions. After retiring from the Department I spent eleven years with private industry managing engineering offices in Nevada and Utah.
Describe your experience working with a Council-appointed board or commission	During my tenure with the Nevada Department of Transportation I served on the State Emergency Response Commission (3 years as chairman). I served on the Clark County Regional Transportation Commission citizens committee for three years. In Marana I have served on the Marana Citizens Forum since 2015. I am currently on the Marana Planning Commission.
Describe a time when you had to stand firm and make a tough or unpopular decision	In my career with the Nevada Department of Transportation there were several times where I had to make a decision that was unpopular with citizens and Cities and Counties. Most of those decisions were related to selecting locations for roadway projects.

If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.	I have always prided myself in my professionalism. Difficult decisions require total objectivity, honesty and integrity. That has always been at the front of my thought process.
Full Name	John Hewitt
Full Address	[redacted]
Relationship	Friend
Phone Number	[redacted]
Full Name	Michael Ritz
Full Address	[redacted]
Relationship	Friend and fellow member of our Homeowner Executive Advisory Committee
Phone Number	[redacted]
Phone Number	[redacted]
Name of Business	None
Person with Interest	None
Type of Interest	None
Additional Information	
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	No
If Yes, please explain	
Are you, a relative, or any member of your household an employee of the Town of Marana?	No
If Yes, please explain	
List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct	None

economic interest such as a partnership, joint venture or similar business relationship.a?	
Signature Data	First Name: Ron Last Name: Hill Email Address: [redacted]  Signed at: April 28, 2021 1:36pm America/Phoenix
Full Date	4 28 2021

Ronald W. Hill, PE

Education: BS/1970/Civil Engineering/University of Nevada

Professional Registration: 1974/Professional Engineer-Civil/Nevada #4026
1999/Professional Engineer - Civil/Arizona #34084
2002/Professional Engineer-Utah #5214500-2202

Professional Affiliations:

- $ Member, AASHTO Standing Committee on Highway Traffic Safety, 1991-1995
- $ Member, AASHTO Standing Committee on Administration, 1993-1995
- $ Transportation Research Board 1993-1995
- $ Co-Chairman State of Nevada Emergency Response Commission, 1986 – 1995
- $ Member, Clark County Regional Transportation Commission - Citizens Advisory Committee - 1996-1997
- $ American Public Works Association
- $ American Society of Civil Engineers
- $ American Road and Transportation Builders Association
- $ Member, University of Nevada, Las Vegas Advisory Committee to the Department of Civil and Environmental Engineering 1995-2006
- $ Member, American Consulting Engineers Council Committee on Governmental Affairs
- $ Member, Dos Lagos Homeowners Executive Advisory Committee, 2009 – Present
- $ Member, Marana Citizens Forum, 2015 – Present
- $ Member, Pima County Regional Transportation Authority Citizens Advisory Committee, 2018 – Present
- $ Member, Marana Planning Commission, 2018 – Present (Vice Chairman- 2020)

Qualifications:

Mr. Hill has over 37 years experience in the transportation engineering field. Mr. Hill worked for the Nevada Department of Transportation (NDOT) for 25 years, holding key positions such as Chief Road Design Engineer, Assistant Director Operations, and Deputy Director. His responsibilities as Deputy Director included administering the $350 million budget and 1,500 employees. Upon his retirement from NDOT, he worked twelve years in private industry managing engineering offices in Carson City and Las Vegas, Nevada, and Salt Lake City, Utah.

Experience: NEVADA DEPARTMENT OF TRANSPORTATION

June 1970 – July 1972 – Rotational Engineer – Mr. Hill participated in the engineering training program, spending time in all of the department's major divisions.

July 1972 – November 1973 – Bridge Design Engineer – Mr. Hill served as an entry level bridge design engineer after completing the training program.

November 1973 –June 1978 – Hydraulic Engineer – Mr. Hill served as the NDOT hydraulic engineer responsible for all drainage design for NDOT projects. In addition, he served as an expert witness on NDOT drainage related court cases.

June 1978 – April 1979 – Senior Design Engineer – Mr. Hill served as a senior design engineer responsible for three design squads. The design squads prepared design of highway and freeway projects.

April 1979 – June 1980 – Principal Design Engineer – Mr. Hill was responsible for one of the two design sections preparing plans for NDOT freeway and highway projects. He had over 30 employees involved in the design of more that half of the annual highway program designs.

June 1980 – May 1983 – Chief Design Engineer – Mr. Hill was responsible for the design division of NDOT. This division prepared the design plans, specifications and estimates for the entire NDOT annual construction program. He had over 100 employees involved in design, traffic engineering, hydraulics and specifications writing. In this capacity, he was responsible for budgeting for the division as well as management of the program. He served as a member of the AASHTO committee on design.

May 1983 – July 1986 – Assistant Director Operations – Mr. Hill was responsible for the administration of the operations divisions of NDOT including the Construction Division, Maintenance Division, Contract Compliance Division, and the Materials and Testing Division. In all there were 300 employees under his supervision. In addition to the management responsibilities, he was responsible to represent the Department at Board of Directors meetings, City Council meetings, County Commission meetings and State Legislative hearings. He reviewed and approved the budgets for the divisions under him and defended the budget requests to the Director and legislature.

July 1986 – June 1995 – Deputy Director – Mr. Hill and the director of NDOT were responsible to administer the entire Department of Transportation. At that time there were 1500 employees, and the annual budget was $350 million. Mr. Hill was responsible for management of the divisions as well as serving as the Secretary to the NDOT Board of Directors. He and the Director guided the NDOT legislative program through the legislature. A major area of responsibility was the coordination of the NDOT program with the 17 counties and the various cities and regional authorities. While in this position he served one year as the Secretary of the WASHTO (Western Association of State Highway and Transportation Officials) organization. He also served on two AASHTO (American Association of State Highway and Transportation Officials) standing committees: the Standing Committee on Administration and the Standing Committee on Highway Traffic Safety. Between 1986 and his retirement in 1995, Mr. Hill served as the Co-Chairman of the State Emergency Response Commission.

Experience: PRIVATE INDUSTRY

August 1995 – October 2006 – Director/Area Manager – Since leaving NDOT, Mr. Hill was employed in private industry as an engineering office manager and area manager. In this capacity, he was responsible for hiring and recruiting the employees in one office and later on in three offices. He prepared the annual budget and coordinated with the corporate offices on all phases of management of the staff. He served as Principal-In-Charge on highway, bridge and freeway design, construction management and survey projects. In addition, he served as the project manager on several of the projects. Mr. Hill was responsible for the marketing efforts of the offices, assisting in preparing and reviewing the proposals prepared for the clients. He was active in the project presentations. As Principal-

In-Charge, he was the ultimate person responsible for client satisfaction. The clients were state highway agencies, cities, counties, and private developers. All but sixteen months of this time he was employed by Washington Group International (formerly Morrison Knudsen or MK Centennial).

October 2006 to July 2012 – Senior Engineer- Mr. Hill served as a casual employee with URS engineers. He assisted with the 30% and 60% plan review of the Tucson Modern Street Car.

July 2012 to present - Retired

January 2009 to Present – Member Dos Lagos Homeowners Executive Advisory Committee

Winter 2015 to Present – Member Marana Citizens Forum

2018 to Present- Member of the Pima County Regional Transportation Authority Citizens Advisory Committee.

2018 to 2020 – Member of the Town of Marana Planning Commission.

2020 to Present – Vice Chairman of the Town of Marana Planning Commission.

References: Available on request.

Board and Commission Application

Town of Marana

Submitted On:
May 25, 2021 2:20pm
America/Phoenix

Board or Commission	Planning Commission
Please upload your resume here.	https://seam.ly/kbsMDnz3 Joseph Parsons resume.pdf
First Name	Joseph
Last Name	Parsons
Email	[redacted]
Full Address	[redacted]
How many years have you lived at this address?	36
How many years have you lived in Marana?	36
Phone Number (Daytime)	[redacted]
Phone Number (cell or home)	[redacted]
Occupation	Project manager at Parsons Steel Builders. Owner at Parsons Hay Co
Employer	Parsons Steel Builders
What is your vision for the Town?	My vision for the town is to maintain the long standing agricultural tradition as the town continues to grow and brings in new residential, commercial and industrial opportunities for the citizens of Marana. I would like to see enough commercial and industry in Marana that residents that want to work in their hometown will be able to have good high paying jobs.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?	The biggest challenge I see the town facing in the future is to make sure we provide the infrastructure needed for the growth that is coming to Marana.
What do you see as the Town's best asset to bring visitors and new residents to the Town?	The best asset to bring new residents would be the tremendous amount of open space, highly respected school district, very close proximity to U of A, Pima Community College, Central Arizona Community College and a very welcoming feeling from Marana Town Council and Staff. I believe visitors enjoy seeing agriculture and the beautiful farm fields so close to metropolitan Tucson.
Please explain your professional background	I was born and raised in Marana. I grew up working at Marana Stockyards and the families ranches in Arizona. I attended CAC and received an Associates of Business Degree. I Professionally rodeoed for 15 years while I sat on the Turquoise Circuit Board and worked with various Committees around the United States as we promoted a Western Lifestyle. I currently own and operate Parsons Hay Company which is located in Marana and also work at my families steel construction business in Tucson as a project manager, safety coordinator and in workforce development to attract young people into the industry. We are currently in the process of moving our operations to Marana.

Describe your experience working with a Council-appointed board or commission	I have been a member of the PRCA since 2003 and have been a board member for the Turquoise Circuit since 2007 where we work with the National Organization to make decisions that affect all members and rodeo committees throughout the Western United States. I understand that committees and boards are a democratic process and you have to constantly be open to others opinions and views.
Describe a time when you had to stand firm and make a tough or unpopular decision	Last year during the pandemic the Turquoise Circuit Board of Directors (which governs rodeos in the southwestern United States) had to cancel our Turquoise Circuit Finals competition due to COVID which was a very unpopular decision with our membership. The decision was made due to CDC guidelines and our financial risks associated with lack of sponsorships. The membership was very upset and expressed it through phone calls and e mails however we knew it was the best decision so we stayed firm.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.	I am a resident involved in agriculture and industry so I can see all sides. Through all of my travels I have seen very successful towns as well as many places that have no regulations or restrictions at all. I believe a successful town needs to follow rules and regulations in order to be successful and to protect peoples lifestyles while also welcoming industry for jobs.
Full Name	Jon Post
Full Address	[redacted]
Relationship	Colleague/Friend
Phone Number	[redacted]
Full Name	Dickie Lee Miller
Full Address	[redacted]
Relationship	Friend
Phone Number	[redacted]
Phone Number	[redacted]
Name of Business	no conflict
Person with Interest	none
Type of Interest	none
Additional Information	
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24	No

months?	
If Yes, please explain	none
Are you, a relative, or any member of your household an employee of the Town of Marana?	No
If Yes, please explain	
List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship.a?	none
Signature Data	First Name: Joseph Last Name: Parsons Email Address: [redacted]  Signed at: May 25, 2021 11:58am America/Phoenix
Full Date	5 25 2021

JOSEPH PARSONS

[redacted]

I have had a wide range of experience ranging from Agriculture (Farming, Ranching, and Livestock Auction) to Industrial/Commercial (Steel Fabrication & Erection). Involved in land development and commercial rentals.

EXPERIENCE

2003 – CURRENT

PROFESSIONAL RODEO COWBOY, PROFESSIONAL RODEO COWBOYS ASSOCIATION

Traveled throughout the country for the past 15 years competing at a professional level. Saw multiple different cities and towns throughout the United States.

MARANA STOCKYARDS LIVESTOCK AUCTION

Grew up working at the Stockyards and helping with the family ranches in Arizona.

2018 – CURRENT

OWNER, PARSONS HAY COMPANY

Run daily operations for Parsons Hay Company which consists of Farming Operations, local retail sales of hay as well as coordinating wholesale out of state sales.

2018 – CURRENT

PROJECT MANAGER/WORKFORCE DEVELOPMENT, PARSONS STEEL ERECTORS

Project Manager and Workforce Development
Oversee all projects from start to finish. Directly working with and training employees and all other trades on each project. Directly involved with safety through the use of best management practices to develop a safety culture for our employees and owners that we perform work for.

EDUCATION

2003

GRADUATED, MARANA HIGH SCHOOL

Graduated from Marana Highschool with an average GPA of 3.8

2005

ASSOCIATES DEGREE, CENTRAL ARIZONA COMMUNITY COLLEGE

Received Associates Degree and averaged GPA of 3.9.

2021

OSHA 30 and MSHA Certified

2021
Arizona Registrar of Contractors Business License

ACHIEVEMENTS

- 2002 National Highschool Finals Champion Calf Roper
- 8x Turquoise Circuit Finals Champion Calf Roper
- Calf Roper Director -Arizona & New Mexico
- 2010 National Finals Rodeo Qualifier
- 10x Turquoise Circuit Finals Qualifier
- 8x Dodge National Finals Qualifier
- PRCA Board Member 15yrs- Turquoise Circuit (Representing all of Arizona & New Mexico)

Board and Commission Application

Town of Marana

Submitted On:
May 28, 2021 2:06pm
America/Phoenix

Board or Commission	Planning Commission
Please upload your resume here.	https://seam.ly/Yfkc2CYn Resume Chris DeYoung.pdf
First Name	Christopher
Last Name	DeYoung
Email	[redacted]
Full Address	[redacted]
How many years have you lived at this address?	4
How many years have you lived in Marana?	4
Phone Number (Daytime)	[redacted]
Phone Number (cell or home)	[redacted]
Occupation	Senior Estimator
Employer	JB Steel
What is your vision for the Town?	I vision the town as a business friendly town that has big interest in families. My town should have quick access to food, entertainment, health services and education. My town is respectful to everyone''s needs and quality of life.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?	1. Growing pains 2. Infrastructure needs due to growth 3. Maintenance and repairs to infrastructure
What do you see as the Town's best asset to bring visitors and new residents to the Town?	Young neighborhoods. Young families. Trails, parks and recreational activities. Schools.
Please explain your professional background	I have been in the steel construction industry now for 20+ years. I started in this industry a couple years after high school and worked my way through the ranks. With some additional schooling and college I have been able to work my way into management where I reside to this day. My goals are to continue my success in this industry and work into upper management and ownership.
Describe your experience working with a Council-appointed board or commission	The past few years I have been working with the Marana Citizens Forum. Within these meetings fellow citizens and I have been able to work together and give our imput on many different subjects including the General Plan and the Parks and Rec master plan.
Describe a time when you had to stand firm and make a tough or	These types of events happen quite often in my profession. The hardest decisions I have to make is when I have to tell a customer no. This is especially hard when the customer is a large

unpopular decision	customer of yours and you get a feeling that their work will go to your competitor when you do say no. With the times the way they are right now our company has become very busy at times. It''s at these very busy times that a good client will call and need something that we would not be able to do in the time that they need it. At that time is when I have to say no with the appropriate explanation letting them know why. I can only hope that they understand.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.	Marana is one town but it is broken up into multiple areas. Each area has it''s use and the best way to stay objective is to follow the General Plan that the town has put together and voted on.
Full Name	Dan Elmer
Full Address	[redacted]
Relationship	Supervisor
Phone Number	[redacted]
Full Name	Nelson Brown
Full Address	[redacted]
Relationship	Former Supervisor
Phone Number	[redacted]
Phone Number	[redacted]
Name of Business	n/a
Person with Interest	n/a
Type of Interest	n/a
Additional Information	No known conflicts of interest
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	No
If Yes, please explain	
Are you, a relative, or any member of your household an employee of the Town of Marana?	No

If Yes, please explain	
List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship.a?	n/a
Signature Data	First Name: Chris Last Name: DeYoung Email Address: [redacted]  Signed at: May 28, 2021 1:20pm America/Phoenix
Full Date	5 28 2021

Hello
Chris DeYoung



Skills

Worked in the steel industry for the past 20+ years. I have exceptional skills at reading design drawings along with project specifications. Great communication skills. Efficient with Microsoft word, excel, outlook and project along with Bluebeam, Tekla and other computer softwares. Problem solver. Quick learner. Leader.

Experience

July 2011 - PRESENT

JB Steel, Tucson, Arizona – *Senior Estimator*

- Identify which projects fit well with the company to pursue.
- Manage project estimators within the company.
- Manage the estimating schedule and track results.
- Stay current on material pricing by keeping relationships with vendors and suppliers.
- Stay informed about latest steel trends and general economic conditions
- Relationship building with current and potential clients.
- Develop final pricing for all projects being pursued.

January 2010 - July 2011

Staley Steel, Pilot Point, Texas – *Estimator*

- Prepared cost estimates by analyzing construction drawings and specifications.
- Identified labor, material, and time requirements by analyzing the construction documents.
- Obtain current pricing from vendors and suppliers.
- Computed cost by analyzing labor, material and time requirements.
- Resolved questions and discrepancies by communicating in writing and verbally with customers.

April 2007 - January 2010

Shelco Steel Works, South Holland, Illinois – *Chief Estimator*

- Prepared cost estimates by analyzing construction drawings and specifications.
- Identified labor, material, and time requirements by analyzing the construction documents.
- Obtain current pricing from vendors and suppliers.
- Computed cost by analyzing labor, material and time requirements.
- Resolved questions and discrepancies by communicating in writing and verbally with customers

Council-Regular Meeting **B2**

Meeting Date: 06/15/2021

To: Mayor and Council

From: David Udall, Associate Town Attorney

Date: June 15, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-097: Relating to Boards, Commissions, and Committees; approving the appointment of George Kennedy to the Marana Public Safety Personnel Retirement System (PSPRS) local board (David L. Udall)

Discussion:

Under state law, the Town of Marana is required to maintain a local board to administer the Public Safety Personnel Retirement System (PSPRS) for its PSPRS-eligible employees. The local board must include the mayor or his designee, two PSPRS-eligible employees elected by their peers, and two citizens appointed by the mayor with the approval of the Town Council. One of the citizen member positions is currently vacant. Town staff has solicited applications to fill this vacancy and has received applications from Christopher Brady, George Kennedy, and Steve La Veau.

Mayor Ed Honea is requesting Council approval of the appointment of George Kennedy. If approved, Mr. Kennedy will begin serving immediately upon appointment and will serve a four-year term, ending June 30, 2025.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

I move to adopt Resolution No. 2021-097, approving the appointment of George Kennedy to the Marana Public Safety Personnel Retirement System (PSPRS) local board for a term ending June 30, 2025.

Attachments

Resolution No. 2021-097
Christopher Brady Application
George Kennedy Application
Steve La Veau Application

MARANA RESOLUTION NO. 2021-097

RELATING TO BOARDS, COMMISSIONS, AND COMMITTEES; APPROVING THE APPOINTMENT OF GEORGE KENNEDY TO THE MARANA PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM (PSPRS) LOCAL BOARD

WHEREAS the Town of Marana has created the Marana Public Safety Personnel Retirement System (PSPRS) local board pursuant to A.R.S. § 38-847 to administer the system for the Town and to make the provisions of the system effective for the Town; and

WHEREAS A.R.S. § 38-847 provides that two members of the local PSPRS board shall be citizens appointed by the Mayor with the approval of the Town Council; and

WHEREAS Mayor Ed Honea desires to appoint George Kennedy to the Marana Public Safety Personnel Retirement System local board for a four-year term, ending June 30, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that George Kennedy is hereby appointed to the Marana Public Safety Personnel Retirement System (PSPRS) local board for a four-year term, ending June 30, 2025.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of June 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Board and Commission Application

Town of Marana

Submitted On:
April 29, 2021 1:57pm
America/Phoenix

Board or Commission	Public Safety Personnel Retirement System
Please upload your resume here.	https://seam.ly/ISM5FVaJ Brady Resume 2021.pdf
First Name	Christopher
Last Name	Brady
Email	[redacted]
Full Address	[redacted]
How many years have you lived at this address?	2
How many years have you lived in Marana?	2
Phone Number (Daytime)	[redacted]
Phone Number (cell or home)	[redacted]
Occupation	HR Director
Employer	Tenet Healthcare
What is your vision for the Town?	My vision for the Town of Marana is to be a community of choice for residents of all life stages, from young families to retirees. Marana will be the premier community in the southern Arizona region.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?	Exponential growth. Infrastructure keeping up with the demand. Environment. Policing, as it relates to the current environment.
What do you see as the Town's best asset to bring visitors and new residents to the Town?	Our beautiful mountains and opportunities for rest, recreation and leisure. We have it all right here!
Please explain your professional background	17+ years in Human Resources. 15.5 years in government human resources, 6 years of those in local government leadership positions. Education: MBA; Professional Certification: SHRM SCP
Describe your experience working with a Council-appointed board or commission	I''ve worked with elected officials while employed in local government, approximately 5.5 years. Over 9 years additional experience in state government.
Describe a time when you had to	In my line of work, I often must make tough or unpopular decisions. As it relates to public safety

stand firm and make a tough or unpopular decision	personnel, I''ve sat on bargaining committees where we have bargained contracts for police and fire safety professionals. With that work came the often unpopular stance of holding the line on salary and/or benefit requests.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.	As a community member, I will keep in mind that the betterment of the community as a whole is more important than my own individual circumstances.
Full Name	Kara Riley
Full Address	[redacted]
Relationship	I worked with Chief Riley at the Town of Oro Valley when I was HR Director there.
Phone Number	[redacted]
Full Name	Chris Cornelison
Full Address	[redacted]
Relationship	Former Manager
Phone Number	[redacted]
Phone Number	[redacted]
Name of Business	None
Person with Interest	None
Type of Interest	None
Additional Information	
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	No
If Yes, please explain	
Are you, a relative, or any member of your household an employee of the Town of Marana?	No
If Yes, please explain	

List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship.a?	None
Signature Data	First Name: Chris Last Name: Brady Email Address: [redacted]  Signed at: April 29, 2021 1:56pm America/Phoenix
Full Date	4 29 2021

CHRISTOPHER D. BRADY, MBA, SHRM-SCP

[redacted]

CAREER SUMMARY

- ♦ BA, Human Resource Management
- ♦ MBA, Human Resources Concentration
- ♦ SHRM-SCP Certified
- ♦ Progressive HR career encompassing all areas
- ♦ 17+ years professional HR experience
- ♦ 8+ years executive HR leadership experience

PROFESSIONAL EXPERIENCE

TENET HEALTHCARE **December 2019 - Present**
Hospital Human Resources Director

Human Resources Leader for a market consisting of 5 acute care hospitals in Tenet Healthcare's Carondelet Market (Tucson).

♦ Develop and execute HR strategies, programs and initiatives that directly align with hospital business plans and strategies, develop workforce strategies, including full-time/part-time/per diem mix, staffing models, and education strategies/partnerships to prepare for the future workforce, deliver leadership education and development, general leadership effectiveness, diversity and inclusion and labor and employee relations, acts as effective coach and mentor to HR staff and leaders/staff outside of HR.

♦ **Key Accomplishments**:

Led the organization's response for associate transitions due to reduction in volumes related to COVID; furloughs, FTE reductions and severance resulting in a cost savings of $2M.

Secured Pima County Workforce Development grant to transition and re-skill associates in new roles within the organization; this reduced the amount of severances required and provided up-skilled employees at no training cost to the organization ($20k savings in 1 year).

TOWN OF ORO VALLEY **September 2018 – December 2019**
Human Resources Director

HR Leader for the organization; member of Executive Leadership Team responsible for the oversight and execution of all human resources functions to ensure smooth and efficient operation of a best in class 1st ring suburb.

♦ Responsibilities touch all areas of professional human resources services, to include: leadership development, employee/labor relations, benefits administration, classification and compensation plan administration, develop & interpret human resources policies and procedures, training and development, recruitment/selection/retention, develop performance goals and measures for the human resources department that align with the organization's strategic plan.

♦ **Key Accomplishments**:

Successfully implemented the Town's first ever online open enrollment process.

Completed an in-house salary study and received Town Council approval to move forward with updating the salary plan for all non-uniformed employees.

Served on the Management Team as the key human resources advisor for police union contract negotiations.

Successfully defended two EEOC charges and multiple other employment claims (e.g., grievances/complaints, unemployment claims etc.)

Led staff engagement initiative to drive employee retention (e.g., employee ride-with-a-cop, annual recognition ceremony, and leadership rounding to departments and worksites).

Served as a Team Member in the Town Council 2-year Strategic Plan, ensuring Human Resources Department alignment with strategic goals.

CITY OF UPPER ARLINGTON **April 2013 – September 2018**
Human Resources Director (1/2017 – 9/2018)
Human Resources Manager (4/2013 – 1/2017)

Leads the HR Division and represents Human Resources on the Executive Leadership Team, providing leadership in all tactical, operational, and strategic human resources initiatives.

♦ Performance Management: Monitors the performance evaluation system, assists employees, supervisors, managers and department heads with the performance evaluation process; trains all participants on the soft and technical skills needed to fairly and properly evaluate the workforce.

♦ Compensation & Benefits: Leads the City's strategy and philosophy on compensation and benefits programs to ensure sound financial alignment with competing organizations; responds to inquiries regarding job classification, structure and benefits; performs job audits and recommends classification; makes recommendations regarding salary structure to ensure pay equity; conducts wage and benefit surveys to determine competitive labor market rates; makes recommendations regarding changes to wage compensation and salary structure.

♦ Staff Development: Identifies skills gaps in the workforce and develops strategic plans to address those gaps; identify, source, and deploy staff development opportunities for all levels of the organization; assist Department Heads with succession planning and identifying internal staff to develop to mitigate the risk of a skills loss as a result of retirements and other departures from the organization.

♦ Compliance: Remains consistently abreast of all developments within the realm of employment law (e.g., Equal Employment Opportunity, Workers Compensation/Public Employees' Risk Reduction Program, Affordable Care Act, Family Medical Leave Act, bargaining unit agreements, and all other related laws/agreements); provides updates and recommendations to the senior management team on developments in employment law and makes recommendations for policy and procedural changes to remain compliant.

♦ Human Resources Information Systems (HRIS): Lead technical contact for various software including Neogov (online application portal specific to government entities), Halogen (Performance Management Software), OnBase (online document storage system), SeamlessDocs (electronic document workflow); maintains a 99% paperless environment in the Human Resources Division (this environment was 100% paper in 2013).

♦ Safety/Workers Compensation/Risk Reduction: Administers Workers Compensation, Safety, and Drug Free Workplace Program for the City.

STATE OF OHIO **April 2004 – April 2013**
Labor Relations Officer 3 (8/2012 – 4/2013)
Labor Relations Officer 2 (10/2008 – 8/2012)
Human Capital Management Senior Analyst (8/2006 – 10/2008)
Personnel Officer (4/2005 – 8/2006)
Word Processing Specialist (4/2004 – 4/2005)

♦ Labor Relations Officer 3: Served as the Lead Labor Relations Officer for a division in a large state agency; managed the relationship between 3 unions (OCSEA, FOP, SEUI/1199) and the Ohio Department of Developmental Disabilities for over 600 employees; represented management's interests in contract negotiations and through the entire grievance process to include representing the State of Ohio at mediations and arbitrations.

♦ Labor Relations Officer 2: Provided human resources policy administration for a large state agency; wrote and administered the following policies for the agency: Attendance/Sick Leave, Drug-Free Workplace, FMLA, Donated Leave, and Physician Verification Policy for Sick Leave Abuse; trained field human resources staff on contract administration, the discipline process, grievance procedures, and other compliance related topics.

♦ Human Capital Management Senior Analyst: Provided administrative oversight for personnel action and position description processing for four developmental centers and central office.

♦ Personnel Officer: performed general HR duties.

♦ Word Processing Specialist: clerical duties.

EDUCATION

ANTIOCH UNIVERSITY MC-GREGOR
Yellow Springs, Ohio
Bachelor of Arts in Human Resource Management

FRANKLIN UNIVERSITY
Columbus, Ohio
Masters of Business Administration, Human Resources Concentration

PROFESSIONAL CERTIFICATION

SOCIETY FOR HUMAN RESOURCE MANAGEMENT
Senior Certified Professional (SHRM-SCP), May 2016

Board and Commission Application

Submitted On: 2017-06-02 16:31 America/Phoenix

Board or Commission	Public Safety Personnel Retirement System
Please upload your resume here.	https://seamlessdocs.s3.amazonaws.com/attachments%2FCO15031000017642316%2FCqC3QYmqQbKAtTzmLvQ8_GAK+Bio+-Long+Form+11_15_12.doc
Please upload any other documentation here.	https://seamlessdocs.s3.amazonaws.com/attachments%2FCO15031000017642316%2FBmtSECnlT7yT5SeJpg4g_gak_profile_17+%281%29.jpg
First Name	George
Last Name	Kennedy
Email	[redacted]
Full Address	[redacted]
How many years have you lived at this address?	12 years
How many years have you lived in Marana?	12
Phone Number (Daytime)	[redacted]
Phone Number (cell or home)	[redacted]
Occupation	Independent Business Owner
Employer	Self-Employed
What is your vision for the Town?	I foresee Marana as the most desired small town in the United States for families and businesses of the 21st century.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?	Improved and expanded infrastructure; improved and more competitive k-12 education; better roads; more outlets for youth entertainment;
What do you see as the Town's best asset to bring visitors and new residents to the Town?	One of most progressive small communities in southwest Arizona; outstanding public safety; a comprehensive economic development plan for the town that anticipates improved employment opportunities, transportation infrastructure that connects the southwest to ports in southern California; modernized regional airport; local control over public utilities.
Please explain your professional background	I am a retired Federal Executive and Senior Foreign Service officer (35 years) with the U.S. Department of State, the former U.S. Information Agency, and the U.S. Department of Commerce.
Describe your experience working with a Council-appointed board or commission	I am a member of the Marana Citizens Forum and the Vice President of the Marana Municipal Property Corporation Board of Directors.

Describe a time when you had to stand firm and make a tough or unpopular decision	On numerous occasions during my former federal career and when assisting in the launch of The Federal City College - the predecessor institution to the current University of the District of Columbia.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.	By remaining true to my commitment to the rules, regulations, policies, procedures, and legal mandates of the Town of Marana
Full Name	Tony Penn
Full Address	United Way of Tucson and Southern Arizona 330 Commerce Court Tucson
Relationship	Tony Penn is the CEO of the UWTSA and I am a member of his Board of Advisors
Phone Number	[redacted]
Full Name	John Paul Jones
Full Address	School of Social and Behavioral Sciences (SBS) University of Arizona Tucson AZ
Relationship	John Paul Jones is the Dean of SBS and I am a member of his Board of Advisors since 2006
Phone Number	[redacted]
Phone Number	[redacted]
Name of Business	none
Person with Interest	none
Type of Interest	none
Additional Information	
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	No
If Yes, please explain	
Are you, a relative, or any member of your household an employee of the Town of Marana?	No
If Yes, please explain	

List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship.a?	none
Signature Data	Name: First Name: George Last Name: Kennedy Email: [redacted] G. Alfred Kennedy
Full Date	6 3 2017

seamless docs

Board and Commission Application

Town of Marana

Submitted On:
May 2, 2021 2:16am
America/Phoenix

Board or Commission	Public Safety Personnel Retirement System
Please upload your resume here.	https://seam.ly/XkVqzEt5 Screenshot_20210502 013751_Chrome.jpg
First Name	Steve
Last Name	La Veau
Email	[redacted]
Full Address	[redacted]
How many years have you lived at this address?	1 1/2
How many years have you lived in Marana?	1 1/2 years
Phone Number (Daytime)	[redacted]
Phone Number (cell or home)	[redacted]
Occupation	Part time RV Driver
Employer	La Mesa RV
What is your vision for the Town?	Since moving into Marana, I have come to enjoy and love this town. I would like to see the Town of Marana continue to be a leader and a premier example of an town on the move.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?	I believe the economy has a lot to do with the growth of a city. I do believe the citizens of this community truly care about our Marana government and support it. I do believe Marana will attract many businesses who wish to establish themselves into a clean and positive thinking community.
What do you see as the Town's best asset to bring visitors and new residents to the Town?	The cleanliness of our town. The fast and continuous growth of homes into the community.
Please explain your professional background	I spent my early years working various jobs until I found good employment driving a delivery truck in San Antonio, TX. At a certain point I had a calling to establish a career in law enforcement. Spent 27 years achieving that goal with the Tucson Police Department. From street patrol, to undercover, to becoming a motorcycle officer and finishing my career as a transport officer. This gave me ability to see folks of all walks of life in both good and bad times. After retirement O now drive motorhomes for La Mesa RV both for in town and out of town deliveries.
Describe your experience working with a Council-appointed board or commission	I have no experience in that field.
Describe a time when you had to stand firm and make a tough or	Throughout my 27 year career as a Police Officer. Normally, when folks are contacted by police, it''s not a positive contact. Because of the nature of the beast, many times I made decisions

unpopular decision	that were not popular ones, but ones that had to be made.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.	The need to stay neutral and make decisions based on need and not emotions is what I had to do for my entire police career. I do have that ability.
Full Name	Jeffrey Douglas
Full Address	[redacted]
Relationship	Friend / former co worker Tucson Police
Phone Number	[redacted]
Full Name	Duane Enos
Full Address	[redacted]
Relationship	Friend / former co worker Tucson Police
Phone Number	[redacted]
Phone Number	[redacted]
Name of Business	N/A
Person with Interest	N/A
Type of Interest	N/A
Additional Information	N/A
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	No
If Yes, please explain	N/A
Are you, a relative, or any member of your household an employee of the Town of Marana?	No
If Yes, please explain	N/A
List by name any compensated lobbyist with whom you, or a	N/A

relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship.a?	
Signature Data	First Name: Steve Last Name: La Veau Email Address: [redacted]  Signed at: May 2, 2021 2:16am America/Phoenix
Full Date	5 2 2021

Steve M. La Veau Sr.

Let me prove what I can do...

[redacted]

After a 27 years career as a police officer with the City of Tucson, I am now retired looking for a new path in work. I am very dependable, responsible and have the ability to work and deal with folks from every walks of life. I am ready to show off my skills!

Authorized to work in the US for any employer

Work Experience

Recreational Vehicle Driver

LA MESA RV CENTER - Tucson, AZ

September 2018 to Present

Driver of RV's for the loading and unloading of RV shows around the City of Tucson. Certified forklift operator for moving trailers for positioning of the shows.

U-Box Transfer Driver

U-Haul - Tucson, AZ

June 2018 to April 2020

Responsibilities include the picking up and delivery of U-Boxes from various U-Haul store locations around southern Az. I am as well, a certified forklift operator and certified as a propane dispenser.

Police Officer

City of Tucson - Tucson, AZ

February 1991 to February 2018

27 year career working patrol, undercover, motor officer and prisoner transport.

Delivery Driver

Neuman Distributors Company - San Antonio, TX

1983 to 1990

Loading and delivering of gourmet foods products all around the state of Texas. Started as warehouse worker. Promoted to box truck delivery driver. Promoted to 53' tractor trailer operator for the Dallas / Ft. Worth, TX area. Little to no supervision was needed.

Education

High school in General

Sunnyside High School - Tucson, AZ

August 1976 to May 1979

Some college

Skills

- Clean driving record. Current valid medical card. Certified forklift operator both at U-Haul and La Mesa RV. Ability to work responsibly with little or no supervision. (8 years)
- Law Enforcement
- Delivery Driver Experience
- Box Truck
- Driving
- Load & Unload
- Pallet Jack
- Route Driving
- Security
- Flatbed
- Shuttle Driving
- Freight Experience

Certifications and Licenses

DOT Medical Card

driver's license

Council-Regular Meeting **A1**

Meeting Date: 06/15/2021

To: Mayor and Council

From: Steven Cheslak, Principal Planner

Date: June 15, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2021.010: Relating to Development; adopting comprehensive revisions to and reformatting and consolidating Marana Land Development Code Section 05.01 (Establishment of Zones), Section 05.02 (Regulations Within Zones A-E), Section 05.03 (Significant Land Use Change (Applies only to Zones A-E)), Section 05.05.08 (Manufactured Homes in Zone A, B, & C), Section 05.06 (Zone F – Specific Plans), Section 05.10 (New Zones Established), Section 08.06 (Residential Design), Section 08.07 (Commercial Design Standards), Title 17 (Environmental Resource Preservation, Native Plant Protection and Landscape Requirements), Title 19 (Standards for Grading and Related Site Work), and Title 20 (Protection of Cultural Resources) into Title 17 (Land Development) of the Marana Town Code; reformatting Title 24 (Overlay District Regulations) of the Marana Land Development Code into Title 17 (Land Development) of the Marana Town Code; adopting comprehensive revisions to Marana Town Code Chapters 17-1 (Title, Intent, Purpose and Definitions), 17-5 (Subdivisions) and 17-6 (General Development Regulations); and adopting other various revisions to Chapters 17-3 (Administration and Enforcement), 17-9 (Parking), 17-15 (Floodplain and Erosion Hazard Management Code), and 17-16 (Stormwater Management) of the Marana Town Code; and designating an effective date (Steven Cheslak)

Resolution No. 2021-098: Relating to Development; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2021.010 comprehensive revisions to and reformatting and consolidation of Marana Land Development Code Section 05.01 (Establishment of Zones), Section 05.02 (Regulations Within Zones A-E), Section 05.03 (Significant Land Use Change (Applies only to Zones A-E)), Section 05.05.08 (Manufactured Homes in Zone A, B, & C), Section 05.06 (Zone F – Specific Plans), Section 05.10

(New Zones Established), Section 08.06 (Residential Design), Section 08.07 (Commercial Design Standards), Title 17 (Environmental Resource Preservation, Native Plant Protection and Landscape Requirements), Title 19 (Standards for Grading and Related Site Work), and Title 20 (Protection of Cultural Resources) into Title 17 (Land Development) of the Marana Town Code; reformatting Title 24 (Overlay District Regulations) of the Marana Land Development Code into Title 17 (Land Development) of the Marana Town Code; adopting comprehensive revisions to Marana Town Code Chapters 17-1 (Title, Intent, Purpose and Definitions), 17-5 (Subdivisions) and 17-6 (General Development Regulations); and adopting other various revisions to Chapters 17-3 (Administration and Enforcement), 17-9 (Parking), 17-15 (Floodplain and Erosion Hazard Management Code), and 17-16 (Stormwater Management) of the Marana Town Code (Steven Cheslak)

Discussion:

Request

Staff is requesting approval of the final migration of the remaining titles of the Land Development Code (LDC) to Title 17 of the Marana Town Code. The final portions of the LDC that will move to the Town Code are: the remaining portion of Title 5 (Zoning), the remaining portion of Title 8 (General Development Regulations), Title 17 (Environmental Resource Preservation, Native Plant Protection and Landscape Requirements), Title 19 (Standards for Grading and Related Site Work), Title 20 (Protection of Cultural Resources), and Title 24 (Overlay District Regulations). In addition, existing Town Code Chapters 17-1 (Title, Intent, Purpose and Definitions), Chapter 17-4 (Zoning), Chapter 17-5 (Subdivisions), and Chapter 17-6 (General Development Regulations) have been comprehensively rewritten and will be replaced with new versions of the chapters. Finally, various revisions to other existing Chapters in Title 17 are proposed, including changes to Chapter 17-3 (Administration and Enforcement), Chapter 17-9 (Parking), Chapter 17-15 (Floodplain and Erosion Hazard Management Code), and Chapter 17-16 (Stormwater Management). A chart explaining and describing the proposed changes is included within the Council packet.

Overview

In 2014, the Town established Title 17 of the Town Code as the placeholder for the Land Development Code and adopted Chapter 17-17, the Development Impact Fee Ordinance, in accordance with state law. In 2015, the Town began migrating the Land Development Code to the Marana Town Code. Over the last couple of years, Town staff has been preparing for final migration of the Land Development Code to Title 17 (Land Development) of the Marana Town Code, revising the currently un-migrated and already-migrated chapters if and as needed. A summary of the history of the migration follows.

- Ordinance 2014.011 CHAPTER 17-17 DEVELOPMENT IMPACT FEE ORDINANCE
- Ordinance No. 2015.021
    - CHAPTER 17-1 TITLE, INTENT, PURPOSE, AND DEFINITIONS
    - CHAPTER 17-2 ADMINISTRATIVE BODIES AND OFFICERS
    - CHAPTER 17-3 ADMINISTRATION AND ENFORCEMENT

    - CHAPTER 17-5 SUBDIVISIONS
    - CHAPTER 17-6 GENERAL DEVELOPMENT REGULATIONS
    - CHAPTER 17-15 FLOODPLAIN AND EROSION HAZARD MANAGEMENT CODE
    - CHAPTER 17-16 STORMWATER MANAGEMENT
- Ordinance 2018.002 CHAPTER 17-18 WIRELESS COMMUNICATION FACILITIES
- Ordinance 2018.010 CHAPTER 17-4 ZONING (BU, DO, DN, and DT zones established and regulated; remaining zoning regulations remained in Title 5 of the Land Development Code)
- Ordinance 2019.004 CHAPTER 17-10 SIGNS
- Ordinance 2019.018 CHAPTER 17-9 PARKING

Under the proposed changes, all remaining titles or portions of titles of the Land Development Code will be migrated to Title 17 (Land Development) of the Marana Town Code, and all chapters in Title 17, except for Chapters 17-2 (Administrative Bodies and Officers), 17-10 (Signs), 17-17 (Development Impact Fee Ordinance) and 17-18 (Wireless Communication Facilities), will be affected by proposed revisions. The proposed revisions largely consist of utilizing a table format for zoning requirements, implementing process improvements and general clean-up, and ensuring compliance with state statutes and general legal parameters.

Update Highlights
A majority of the proposed revisions are centered around the reformatting of Title 5 (Zoning) of the Land Development Code. The new Town Code Chapter 17-4 (Zoning) will feature the use of a matrix system and tables, combining similar types of data for quick reference. New land use categories have also been added as well as corresponding definitions that bring the Code up to current state statutes related to various types of group homes and related uses.

The current list of land use districts will also be modified to reflect modern zoning ideas. Three new land use districts, R-3 with a 3,000 sf minimum lot size, R-4 with a 4,000 sf minimum lot size, and R-5 with a 5,000 sf minimum lot size, will be added for small-lot rezoning options. The unused zoning districts R-12 Residential, R-20 Residential, RC (Regional Commercial), CBC (Campus Business Center) will be eliminated. A new, Legacy Zone category will be created for current, unwanted or little used zoning districts and will combine zones: A, B, C, D, E (Alphabet zoning), R-3.5 Residential, MH (Manufactured Housing), RV (Recreation Vehicle), CO (Commercial Office), MU-1 (Mixed-use). It is proposed these zones will not be available for use in future rezonings and the Significant Land Use Change process for alphabet zones be eliminated.

Other changes include process improvements that have been identified in the recent Development Services Department permitting software update. The approval of preliminary plats will become administrative after it was determined there was little discretionary authority available to the Town, saving many weeks of time for the applicant. A new, simplified rezoning process is proposed to be offered in special cases where less background information is required and the new, proposed zone is more of a translation of the existing zoning, particularly for the alphabet zones.

Public Engagement
Presentations updating the Planning Commission and Town Council on the scope and nature of the Code revisions were given in February of this year with the expectation of a May 2021 Planning Commission public hearing and a June 2021 Town Council public hearing. The input received at the meetings was incorporated into the document and draft versions were posted on the Town website for public comment in the first week of March. A mass email announcement was sent to over 80 individuals and organizations, including the Marana Chamber of Commerce, Metropolitan Pima Alliance (MPA) and the Southern Arizona Home Builders Association (SAHBA). Staff has received seven comments from the website portal and presented and discussed the proposed revisions to the Code to groups and individuals with positive feedback received.

Staff Recommendation:

Staff recommends adoption of Ordinance No. 2021.010 and Resolution No. 2021-098, approving the proposed amendments to Marana Town Code that include the final migration of the remaining, revised titles of the Land Development Code and revisions to existing Chapters in the Town Code,

Planning Commission Recommendation
The Planning Commission heard the request for the proposed amendments on May 26, 2021. By a vote of 6-0, the Planning Commission voted to recommend approval of the proposed Town Code amendments to the Town Council.

Suggested Motion:

I move to adopt Ordinance 2021.010 and Resolution 2021-098, adopting the comprehensive revisions and reformatting of Sections 5 (part), 8 (part), 17, 19, & 20 of the Land Development Code into Title 17 of the Town Code; reformatting of Title 24 of the Land Development Code into Title 17 of the Town Code; comprehensive revisions to Town Code chapters 17-1, 17-4,17-5, and 17-6; and other revisions to Title 17 of the Town Code; and making them a public record.

Attachments

Ordinance 2021.010
Resolution 2021-098
Exhibit A to Resolution 2021-098 - LDC Revisions
Chart Explaining Revisions/Migration
Public Comments
Presentation

MARANA ORDINANCE NO. 2021.010

RELATING TO DEVELOPMENT; ADOPTING COMPREHENSIVE REVISIONS TO AND REFORMATTING AND CONSOLIDATING MARANA LAND DEVELOPMENT CODE SECTION 05.01 (ESTABLISHMENT OF ZONES), SECTION 05.02 (REGULATIONS WITHIN ZONES A-E), SECTION 05.03 (SIGNIFICANT LAND USE CHANGE (APPLIES ONLY TO ZONES A-E)), SECTION 05.05.08 (MANUFACTURED HOMES IN ZONE A, B, & C), SECTION 05.06 (ZONE F – SPECIFIC PLANS), SECTION 05.10 (NEW ZONES ESTABLISHED), SECTION 08.06 (RESIDENTIAL DESIGN), SECTION 08.07 (COMMERCIAL DESIGN STANDARDS), TITLE 17 (ENVIRONMENTAL RESOURCE PRESERVATION, NATIVE PLANT PROTECTION AND LANDSCAPE REQUIREMENTS), TITLE 19 (STANDARDS FOR GRADING AND RELATED SITE WORK), AND TITLE 20 (PROTECTION OF CULTURAL RESOURCES) INTO TITLE 17 (LAND DEVELOPMENT) OF THE MARANA TOWN CODE; REFORMATTING TITLE 24 (OVERLAY DISTRICT REGULATIONS) OF THE MARANA LAND DEVELOPMENT CODE INTO TITLE 17 (LAND DEVELOPMENT) OF THE MARANA TOWN CODE; ADOPTING COMPREHENSIVE REVISIONS TO MARANA TOWN CODE CHAPTERS 17-1 (TITLE, INTENT, PURPOSE AND DEFINITIONS), 17-5 (SUBDIVISIONS) AND 17-6 (GENERAL DEVELOPMENT REGULATIONS); AND ADOPTING OTHER VARIOUS REVISIONS TO CHAPTERS 17-3 (ADMINISTRATION AND ENFORCEMENT), 17-9 (PARKING), 17-15 (FLOODPLAIN AND EROSION HAZARD MANAGEMENT CODE), AND 17-16 (STORMWATER MANAGEMENT) OF THE MARANA TOWN CODE; AND DESIGNATING AN EFFECTIVE DATE

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, as follows:

SECTION 1. The comprehensive revisions to and reformatting and consolidation of Marana Land Development Code Section 05.01 (Establishment of Zones), Section 05.02 (Regulations Within Zones A-E), Section 05.03 (Significant Land Use Change (Applies only to Zones A-E)), Section 05.05.08 (Manufactured Homes in Zone A, B, & C), Section 05.06 (Zone F – Specific Plans), Section 05.10 (New Zones Established), Section 08.06 (Residential Design), Section 08.07 (Commercial Design Standards), Title 17 (Environmental Resource Preservation, Native Plant Protection and Landscape Requirements), Title 19 (Standards for Grading and Related Site Work), and Title 20 (Protection of Cultural Resources) into Title 17 (Land Development) of the Marana Town Code; the reformatting of Title 24 (Overlay District Regulations) of the Marana Land

Development Code into Title 17 (Land Development) of the Marana Town Code; the comprehensive revisions to Marana Town Code Chapters 17-1 (Title, Intent, Purpose and Definitions), 17-5 (Subdivisions) and 17-6 (General Development Regulations); and the other various revisions to Chapters 17-3 (Administration and Enforcement), 17-9 (Parking), 17-15 (Floodplain and Erosion Hazard Management Code), and 17-16 (Stormwater Management) of the Marana Town Code, one paper copy and one electronic copy of which are on file in the office of the Town Clerk, which were made a public record by and attached as Exhibit A to Resolution No. 2021-098 of the Town of Marana, Arizona, are hereby referred to, adopted and made a part of this ordinance as if fully set out here.

SECTION 2. The following penalty clauses are included in Marana Town Code Title 17 (Land Development) as adopted pursuant to this ordinance:

17-5-6 Violations and penalties

A. It shall be a class 1 misdemeanor to record or attempt to record with the county recorder a subdivision plat or minor land division map of any land within the town that has not been approved by the town.

B. It shall be a class 1 misdemeanor to attempt to achieve a minor land division or to achieve a minor land division or to attempt to establish a subdivision or to establish a subdivision of any land within the town without first having obtained the approval of the town as provided for by this chapter.

17-11-11 Compliance

A. Failure to comply with the requirements of the approved native plant program shall cause immediate suspension of all inspection activity. Inspection(s) shall not resume until a sum of money is paid to the town for the purpose of replacing and maintaining protected native plant materials as required in the approved native plant program.

B. The planning commission shall determine the sum of money to be paid to the town from the following schedule:

1. Protected native trees - $300 per caliper inch (measured one foot above ground level).
2. Protected native cacti - $200 per foot.
3. Maximum per plant - $10,000.
4. Determination of the sum of money to be paid to the town pursuant to this section shall be based upon the type, size, density, distribution, and condition of plant materials that existed on the property prior to the violation, or upon inspection of the remains of destroyed plant materials or other physical evidence as may be available.

C. The sum of money required by this subsection shall be used to replace removed or damaged plant materials whose retention was required by this ordinance and to maintain replacement plant materials for a period of three

years. Additionally, 15% of the total amount payable shall be kept by the town as payment for the enforcement of these regulations and administration of the agreement specified below.

D. Prior to issuance of any permits for development of the property on which the violation occurred, the property owner shall enter into an agreement with a landscape installation and maintenance service and the town to ensure replacement and three years maintenance of the replacement plant materials, to provide disbursement of the sum of money for the purposes of replacement and to pay administrative costs. The sum of money paid to the town in excess of the amounts specified in the agreement shall be refunded.

[No penalty clauses in paragraphs E and F]

17-13-11 Enforcement

A. Permit enforcement.

1. The enforcement of this chapter and conditions of the permit shall be in accordance with this section.

2. When town staff determines a non-compliance with the conditions of the permit, or work performed without a permit, the town shall issue a stop-work order and hold in abeyance, by written notice, the town review of other submittals related to the development project and the issuance of town permits for any aspect of the development project until remedial actions have received the written approval of the town staff.

B. Stop-work order

1. Whenever the town determines that grading does not comply with this chapter or the permit conditions, or that the soil or other conditions are not as stated on the permit, the town may order the work stopped by written notice served on any person engaged in doing or causing such work to be done, or written notice posted on the site.

2. Any such person shall immediately stop such work until authorized by the town to proceed with the work.

C. Failure to obtain permit

1. Unless exempted by this chapter, failure to obtain a permit prior to commencement of grading shall be a violation of this code, subject to a fee as set forth in the comprehensive fee schedule adopted by the town council and amended from time to time.

[No penalty clause in subparagraph 2]

17-16-3 Compliance monitoring

A. Inspections [no penalty clauses]

B. Enforcement and penalties

1. Operator and/or owner of record. The operator performing activities and/or owner of record of the property upon which a violation of this

chapter occurs shall be presumed to be a person having lawful control over the activity or premises unless it is demonstrated and documented that another person has knowingly and in good faith accepted responsibility for the activity at issue. If more than one person is identified as the owner, such persons shall be presumed to be jointly and severally in lawful possession and control of the activity or premises.

2. Notice to correct. The town may issue a written notice to correct to any person who has violated or is in violation of this chapter. Failure to comply with any act required in the notice to correct may result in a notice of violation and/or stop work order as described in subsections 3 and 5 of this section.

3. Notice of violation. The town may issue a written notice of violation to any person who has violated or is in violation of this chapter. Failure to comply with any act required in the notice of violation shall be a separate violation for each day beyond the thirtieth calendar day following the notice of violation. Nothing in this section shall limit the authority of the town to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation. In appropriate situations the town may notify the person orally either in person or by telephone prior to written notification.

4. Consent orders. The town may enter into consent orders, assurances of voluntary compliance, negotiated settlement agreements, or other similar documents establishing an agreement with any person responsible for noncompliance. Such documents will include specific action to be taken by the person to correct the noncompliance within a time period specified by the document, including an identification and description of the best management practices and measures to utilize in implementing the order. Such documents shall have the same force and effect as any other orders issued under this chapter and shall be judicially enforceable.

5. Stop work order. For projects under construction in the town, if the town finds that a person has violated, or continues to violate, any provision of this chapter or any related laws or regulations, or that the person's past violations are likely to recur, the town may issue a stop work order to the person directing them to cease and desist all such violations and direct the person to immediately comply with all requirements; and take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation. Issuance of a stop work order shall not be a bar against, or a prerequisite for, taking any other action against the person. A person's failure to comply with an order issued pursuant to this chapter shall constitute a violation of this chapter.

6. Civil penalties. A person who violates any requirement of this chapter or any applicable stormwater permit condition shall be civilly liable to the town for a sum not to exceed $2,500 per day for each violation.

7. Criminal penalties. A person who knowingly or intentionally violates any provision of this chapter, or any related laws or regulations shall, upon conviction, be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not to exceed $2,500 per day for each violation and/or by imprisonment for a period not to exceed six months.

8. Criminal prosecution. Some intentional violations may constitute criminal violations of federal, state, and town law, and that under such circumstances, the town may seek the assistance of the EPA, the state, or the town prosecutor to commence civil and/or criminal action against any person who violates any requirement of this chapter or any applicable AZPDES stormwater permit condition.

9. The town may withhold the issuance of permits including but not limited to building permits, native plant permits and grading permits, for the development or improvement on the parcel or any contiguous parcel of land under the ownership of a person or persons in violation of any requirement of this chapter or any applicable AZPDES stormwater permit condition.

10. Liability for costs. The town may assess liability for costs to any person in violation of this chapter for all actual costs incurred by the town in surveillance, sampling and testing, abatement, and remediation associated with a discharge. Additionally, the town may assess liability for costs to any person whose discharge resulted in a violation of the town's AZPDES stormwater permit.

SECTION 3. The various town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this ordinance.

SECTION 4. All ordinances, resolutions, or motions and parts of ordinances, resolutions, or motions of the Council in conflict with the provisions of this ordinance are hereby repealed, effective as of the effective date of this ordinance.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 6. This ordinance is effective on the 31st day after its adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 15th day of June, 2021.

_____
Mayor Ed Honea

ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

MARANA RESOLUTION NO. 2021-098

RELATING TO DEVELOPMENT; DECLARING AS A PUBLIC RECORD FILED WITH THE TOWN CLERK THE AMENDMENTS ADOPTED BY ORDINANCE NO. 2021.010, COMPREHENSIVE REVISIONS TO AND REFORMATTING AND CONSOLIDATION OF MARANA LAND DEVELOPMENT CODE SECTION 05.01 (ESTABLISHMENT OF ZONES), SECTION 05.02 (REGULATIONS WITHIN ZONES A-E), SECTION 05.03 (SIGNIFICANT LAND USE CHANGE (APPLIES ONLY TO ZONES A-E)), SECTION 05.05.08 (MANUFACTURED HOMES IN ZONE A, B, & C), SECTION 05.06 (ZONE F – SPECIFIC PLANS), SECTION 05.10 (NEW ZONES ESTABLISHED), SECTION 08.06 (RESIDENTIAL DESIGN), SECTION 08.07 (COMMERCIAL DESIGN STANDARDS), TITLE 17 (ENVIRONMENTAL RESOURCE PRESERVATION, NATIVE PLANT PROTECTION AND LANDSCAPE REQUIREMENTS), TITLE 19 (STANDARDS FOR GRADING AND RELATED SITE WORK), AND TITLE 20 (PROTECTION OF CULTURAL RESOURCES) INTO TITLE 17 (LAND DEVELOPMENT) OF THE MARANA TOWN CODE; REFORMATTING TITLE 24 (OVERLAY DISTRICT REGULATIONS) OF THE MARANA LAND DEVELOPMENT CODE INTO TITLE 17 (LAND DEVELOPMENT) OF THE MARANA TOWN CODE; ADOPTING COMPREHENSIVE REVISIONS TO MARANA TOWN CODE CHAPTERS 17-1 (TITLE, INTENT, PURPOSE AND DEFINITIONS), 17-5 (SUBDIVISIONS) AND 17-6 (GENERAL DEVELOPMENT REGULATIONS); AND ADOPTING OTHER VARIOUS REVISIONS TO CHAPTERS 17-3 (ADMINISTRATION AND ENFORCEMENT), 17-9 (PARKING), 17-15 (FLOODPLAIN AND EROSION HAZARD MANAGEMENT CODE), AND 17-16 (STORMWATER MANAGEMENT) OF THE MARANA TOWN CODE

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the comprehensive revisions to and reformatting and consolidation of Marana Land Development Code Section 05.01 (Establishment of Zones), Section 05.02 (Regulations Within Zones A-E), Section 05.03 (Significant Land Use Change (Applies only to Zones A-E)), Section 05.05.08 (Manufactured Homes in Zone A, B, & C), Section 05.06 (Zone F – Specific Plans), Section 05.10 (New Zones Established), Section 08.06 (Residential Design), Section 08.07 (Commercial Design Standards), Title 17 (Environmental Resource Preservation, Native Plant Protection and Landscape Requirements), Title 19 (Standards for Grading and Related Site Work), and Title 20 (Protection of Cultural Resources) into Title 17 (Land Development) of the Marana Town Code; the reformatting of Title 24 (Overlay District Regulations) of the Marana Land Development Code into Title 17 (Land Development) of the Marana Town Code; the comprehensive revisions to Marana Town Code Chapters 17-1 (Title, Intent, Purpose and Definitions),

17-5 (Subdivisions) and 17-6 (General Development Regulations); and the other various revisions to Chapters 17-3 (Administration and Enforcement), 17-9 (Parking), 17-15 (Floodplain and Erosion Hazard Management Code), and 17-16 (Stormwater Management) of the Marana Town Code, 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 15th day of June 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

SECTION 1. Marana Town Code Title 17 (Land Development) is hereby amended by deleting existing Chapter 17-1 (Title, Intent, Purpose and Definitions) in its entirety and replacing it with new Chapter 17-1 as follows:

CHAPTER 17-1. TITLE, INTENT, PURPOSE AND DEFINITIONS

Sections:

17-1-1 Title....1
17-1-2 Intent and purpose....1
17-1-3 Compliance....1
17-1-4 Transition from previous regulations....2
17-1-5 Interpretation....2
17-1-6 Definitions....2

17-1-1 Title

This title is known as the Marana land development code.

17-1-2 Intent and purpose

The intent and purpose of this title is to promote the health, safety, order, and general welfare of the present and future inhabitants of the town, and specifically to accomplish the following:

A. Encourage and facilitate orderly growth and development within the town.

B. Secure economy in municipal expenditures and facilitate adequate provision for transportation, water, sewerage, parks, schools, and other public requirements.

C. Lessen congestion in the streets, prevent the overcrowding of land, and provide adequate light and air.

D. Secure safety from fires, floods, traffic hazards, and other dangers.

E. Stabilize and improve property values.

F. Promote the development of a more attractive, wholesome, and serviceable town, including vibrant downtown, and pedestrian-oriented mixed-use standards for new development.

G. Create conditions favorable to economic, recreational, educational, cultural, and civic opportunities.

17-1-3 Compliance

No one is permitted to develop or use any land, building, or structure within the town in violation of this title.

17-1-4 Transition from previous regulations

A. An application for a permit or development approval that has been accepted by the town as complete prior to the effective date of this title will be reviewed based on the standards in effect when the application was accepted as complete.

B. An application for a permit or development approval that has not been accepted by the town as complete prior to the effective date of this title, or that is submitted after that effective date, must be processed in compliance with the requirements of this title.

C. Any permit or development that was approved before the effective date of this title will remain valid.

D. Any violation of the town zoning, subdivision, or land development code in effect prior to the effective date of this title will continue to be a violation unless the activity does not violate this title.

17-1-5 Interpretation

These provisions are the minimum requirements to promote the public health, safety, order, and general welfare of the inhabitants of the town. This title is not intended to interfere with or annul any easement, covenant, or other agreement between parties. However, where this title imposes a greater restriction than is required by any other provision, this title governs.

17-1-6 Definitions

A. The following definitions are used in this title, unless a different meaning is clearly indicated by the context or by a more specific definition:

1. Abutting: Properties having a common property line or boundary.
2. Access: The place, means, or way by which pedestrians and vehicles must have safe and usable ingress and egress to a property.
3. Accessory structure: A detached subordinate structure or building, the use of which is customarily incidental to the main building or to the principal use of land and which is located on the same parcel with the main building or principal use.
4. Accessory: A use customarily incidental and subordinate to the main building or principal use.
5. Acre: 43,560 square feet of land area.

6. Adjacent: Near or close to, but not necessarily touching or abutting or having a common dividing line, such as two properties separated by a street, alley, easement, or common area.

7. Adult day health care facility: Has the same meaning as defined in A.R.S. § 36-401.

8. Adult foster care home: Has the same meaning as defined in A.R.S. § 36-401.

A.R.S. § 36-401 includes the following definitions:

4. "Adult day health care facility" means a facility that provides adult day health services during a portion of a continuous twenty-four-hour period for compensation on a regular basis for five or more adults who are not related to the proprietor.

5. "Adult day health services" means a program that provides planned care supervision and activities, personal care, personal living skills training, meals and health monitoring in a group setting during a portion of a continuous twenty-four-hour period. Adult day health services may also include preventive, therapeutic and restorative health-related services that do not include behavioral health services.

6. "Adult foster care home" means a residential setting that provides room and board and adult foster care services for at least one and no more than four adults who are participants in the Arizona long-term care system pursuant to [A.R.S. § 36-2931 et seq.] or contracts for services with the United States department of veterans affairs and in which the sponsor or the manager resides with the residents and integrates the residents who are receiving adult foster care into that person's family.

7. "Adult foster care services" means supervision, assistance with eating, bathing, toileting, dressing, self-medication and other routines of daily living or services authorized by rules adopted pursuant to § 36-405 and § 36-2939, subsection C.

9. Amusement, indoor: Enclosed facilities for the purpose of sports, game playing or similar amusements, including but not limited to skating rink, bowling alley, billiards, ping pong, and mechanical, electronic, card, or board games.

10. Amusement, outdoor: An establishment that offers games, rides, or other similar activities in a fixed location, including but not limited to miniature golf, amusement park, water slide, amphitheater, stadium, track, and drive-in theater.

11. Apiary: Where bees are kept for their honey, generally consisting of a number of hives.

12. Articulated: Divided into joints or segments.

13. Assisted living center: Has the same meaning as defined in A.R.S. § 36-401.

14. Assisted living home: Has the same meaning as defined in A.R.S. § 36-401.

A.R.S. § 36-401 includes the following definitions:

8. "Assisted living center" means an assisted living facility that provides resident rooms or residential units to eleven or more residents.

9. "Assisted living facility" means a residential care institution, including an adult foster care home, that provides or contracts to provide supervisory care services, personal care services or directed care services on a continuous basis.

10. "Assisted living home" means an assisted living facility that provides resident rooms to ten or fewer residents.

15. Automobile fuel station: A retail establishment primarily engaged in selling automobile fuel, but not including auto repair shops, body and fender works, and similar repairing and painting uses.

16. Aviary: Large cage or building specifically designed for keeping birds.
17. Awning: An architectural projection or shelter projecting from, and supported by the exterior wall of, a building and composed of a covering of rigid or non-rigid materials and/or fabric on a supporting framework that may be either permanent or retractable.
18. Bar: Premises used primarily for the sale or dispensing of alcoholic beverages by the drink for on-site consumption and where food may be available for consumption as an accessory use. Includes retail micro-brewery or micro-distillery.
19. Barn: A large accessory building used exclusively for the storage of grain, hay, and other farm products or farm equipment, or the sheltering of livestock.
20. Batching plant: Manufacturing facilities for the sorting, grading, and storage of aggregates as construction materials; includes concrete and asphalt batching plants.
21. Bed and breakfast: An owner-occupied residence where four or fewer rooms are offered for short-term rental, and provides meals only to its transient lodgers.
22. Berm: An earthen mound designed to provide visual interest, screen undesirable views, decrease noise, and/or control or manage surface drainage.
23. Board of adjustment: The town board of adjustment.
24. Buffer: Open spaces, landscaped areas, fences, walls, berms, or any combination of them, used to physically separate or screen one use or property from another to visually shield or block noise, lights, buildings, other nuisances, or provide privacy.
25. Buildable area: The lot area where a building can be placed after yard setbacks and easements are deducted.
26. Builder: The builder is the purchaser of a development area, or portions of a development area who will build or provide for building within their areas of ownership.
27. Building: Any structure having a roof and walls built and maintained for the support, shelter, or enclosure of persons, animals, or things.
28. Building height: The vertical distance between the finished floor elevation and the highest point of the building, excluding chimneys, vents and antennae.

29. Building mass: The three-dimensional bulk of a building measured in height, width, and depth.
30. Building site: The ground area of a building or buildings together with all adjacent open spaces.
31. Business or commercial: The purchase, sale or other transaction involving the handling or disposition, other than that included in the term "industry" as defined in this section, of any article, substance or commodity for profit or gain.
32. Camp, farm labor: A building or complex of buildings located on an operating farm that is intended to house farm workers and/or their families on a seasonal basis.
33. Caretaker quarters: Accessory dwelling unit that is either built into or onto an existing primary building or is placed on the same parcel and adjacent to the primary building, and whose occupants are responsible for providing security for the property or complex (commercial or industrial uses) or for providing living or health care assistance to a resident of the primary dwelling unit (residential uses).
34. Carport: An attached or detached roofed structure providing space for the storage of one or more motor vehicles and enclosed on not more than three sides by walls.
35. Character: Attributes, qualities, and features that give function, definition, and uniqueness to a development project.
36. Chicken: A female chicken.
37. Child care facility: Has the same meaning as defined in A.R.S. § 36-881.

> *A.R.S. § 36-881 includes the following definitions:*
>
> *1. "Child" means any person through the age of fourteen years. Child also means a person who is under eighteen years of age if the child has a developmental disability as defined in § 36-551 or has at least one of the disabilities listed in § 15-761, paragraph 2 and requires special education as defined in § 15-761.*
>
> *2. "Child care" means the care, supervision and guidance of a child or children, unaccompanied by a parent, guardian or custodian, on a regular basis, for periods of less than twenty-four hours per day, in a place other than the child's or the children's own home or homes.*
>
> *3. "Child care facility" means any facility in which child care is regularly provided for compensation for five or more children not related to the proprietor.*

38. Child care home: A single-family residence where child care is regularly provided during a portion of a day for four or fewer children not related to the proprietor
39. Colony: A controlled honey bee brood including a single queen bee, drones, and workers.
40. Commercial center: A development containing one or more retail stores, restaurants, hotels, motels, and similar businesses within a single building or multiple buildings.

41. Commercial vehicle: Any motor vehicle, trailer, or semi-trailer designed or used to carry freight, passengers for a fee, or merchandise in the furtherance of any commercial enterprise and having a gross weight of more than 10,000 pounds. Includes heavy machinery equipment, dump trucks, tractor and trailer rigs, either as one unit or separately, vehicles having more than two axles on the road, and similar vehicle not ordinarily used for personal transport.
42. Common area: An area of common access or use designed to serve two or more separate dwelling units which may or may not be under separate ownership.
43. Community garden: A private or public facility for cultivation of fruits, flowers, vegetables, or ornamental plants by more than one person or family.
44. Community recreation: Community facilities for a specific subdivision and common to a homeowner's association, including sports courts, swimming pools, spas, recreation buildings, patio shelters and similar uses.
45. Compatible: Capable of existing together in harmony and without conflict or ill effects.
46. Composting facility: A facility to process raw organic by-products into biologically stable organic material.
47. Condominium: A form of real estate ownership as defined in A.R.S. § 33-1202.
48. Condominium project: A project that includes a condominium.
49. Contractor's yard: A facility or area for the storage of materials, equipment, and commercial vehicles utilized by building and construction contractors, craftsmen, and tradesmen.
50. Corral: A pen or enclosure for confining animals.
51. County: Pima County, Arizona, or Pinal County, Arizona, as applicable to the particular geographic area.
52. Cul-de-sac: A local street with only one outlet and having an appropriate terminal for the safe and convenient reversal of traffic movement.
53. Curbway: The landscaped area between the outside edge of a sidewalk and the inside edge of a curb.
54. Dairy farm: Area where dairy animals are kept for milking and from which a part or all of the milk is sold, offered for sale or supplied for human consumption, and includes all

buildings, yards and premises occupied or used in connection with the production of milk.

55. Density: The number of dwelling units that may be constructed per a unit of measure of land area. Usually expressed using the acre as the unit of measure.

56. Designated commercial area: A lot in zone A where the only building or buildings were originally designed and constructed to accommodate business, commercial, office, industrial, or warehousing uses and not residential uses.

57. Developer: Any person, group or entity proposing or constructing a development as defined by the land development code.

58. Development: The act of bringing about growth; to construct or alter a structure, to make a change in use or appearance of land, to divide land into parcels, or to create or terminate rights of access. When appropriate to the context, development refers to the act of development or to the result of development within the town.

59. Development plan: A dimensioned presentation of the proposed development of a parcel of land that depicts the location of buildings, easements, parking arrangements, public access, street pattern, and other similar features.

60. Distribution center: A specialized place in a building or a warehouse used in the order fulfillment process to receive, store temporarily, and redistribute goods to resellers or wholesalers, or directly to consumers.

61. Donation bin: A container used for the collection of items donated by the general public for reuse by others.

62. Driveway: A private method of vehicular access contained fully within a lot.

63. Drought tolerant vegetation: Low water use plants, which after established, survive within the Sonoran desert climate with little or no supplemental watering.

64. Duplex: A residential building containing two dwelling units.

65. Dwelling: A building or portion thereof, designed and used exclusively for residential occupancy, including single-family, duplex, and multi-family, but not including hotels, boarding or lodging houses.

    a. Multi-family dwelling: A residential building containing three or more dwelling units, each designed for occupancy by an individual or one family as a residence.

b. Single-family dwelling: A building designed for occupancy by one family as a residence.

c. Two-family dwelling: See duplex.

66. Easement: A nonpossessory interest in another's land entitling the holder to a specific limited right, use, or enjoyment; including public utilities, ingress and egress, access control, drainage, or other specific purposes.

67. Facade: Any side of a building that faces a street or other open space. The front facade is the front or principal face of a building.

68. Family: Any number of related persons living together within a single dwelling unit and living as a single housekeeping unit, except that "family" shall not include more than six persons unrelated by blood, marriage, or adoption.

69. Farmers market: A structure or place where agricultural produce is brought for the purpose of retail sale.

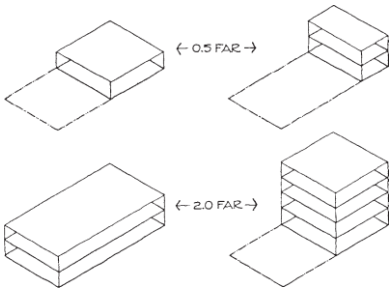
70. Farming: The growing of crops in the soil in the customary manner in the open. Does not include the raising of livestock.

71. Feedlot: Any fenced area used commercially for the purpose of fattening livestock for slaughter or sale.

72. Fence: An upright structure of non-cementitious material, serving to enclose, divide, protect, or screen.

73. Fitness center: An establishment that provides exercise facilities such as running, jogging, aerobics, weight lifting, court sports, and swimming, as well as locker rooms, showers, massage rooms, saunas and related accessory uses.

74. Floor area ratio: A ratio expressing the amount of square feet of floor area permitted for every square foot of land area within a site. The floor area ratio is usually expressed as a single number.



FLOOR AREA RATIO

75. Food processing facility: Manufacturing establishment producing or processing food and related products. Includes production or processing of any of the following:

a. Bakery, sugar and confectionery products (except facilities where the products are primarily sold on-site).

b. Dairy products.

c. Fats and oil products (excludes rendering plant).

d. Fruits and vegetables.

e. Grain mill products and by-products.

f. Meat, poultry, and seafood (excludes slaughterhouse).

76. Foster home: Has the same meaning as defined in A.R.S. § 8-501. Includes group foster home, regular foster home, and special foster home, all as defined in A.R.S. § 8-501.

> *A.R.S. § 8-501 includes the following definitions:*
>
> *6. "Foster home" means a home that is maintained by any individual or individuals having the care or control of minor children, other than those related to each other by blood or marriage, or related to such individuals, or who are legal wards of such individuals.*
>
> *8. "Group foster home" means a licensed regular or special foster home that is suitable for placement of more than five minor children but not more than ten minor children.*
>
> *13. "Regular foster home" means a licensed foster home that is suitable for placement of not more than five minor children.*
>
> *16. "Special foster home" means a licensed foster home that is capable of handling not more than five minor children who require special care for physical, mental or emotional reasons or who have been adjudicated delinquent. Special foster home includes any home handling foster children aged twelve through seventeen.*

77. Four-sided architecture: Multiple architectural details on all sides of a building.

78. Fowl: A bird used to produce meat or eggs, including, but not limited to, chickens, ducks, turkeys, and peacocks.

79. Frontage:

    a. Building frontage: The exterior side of a building that faces and is most nearly parallel to a public or private street; or the total length of that exterior side. In case of ambiguity, the planning manager shall determine the building frontage based on the visual width of the building as viewed from the street.

    b. Frontage buildout: The ratio of the building frontage to the street frontage.

    c. Street frontage: Where the property line abuts a road right-of-way other than an alley; or the length of that portion of the property line that abuts a road right-of-way other than an alley.

80. Garage: A fully enclosed accessory building or portion of the main building, designed or used for the shelter or storage of vehicles owned or operated by the occupants of the main building.

81. General plan: The town general plan.

82. Grade: The average of the finished ground level at the center of all of the exterior walls of a building. In case the front wall is parallel to and within five feet of a sidewalk, the grade must be measured at the sidewalk at the centerline of the front of the lot.

    a. Existing grade: The actual, current ground surface as of January 1997.

b. Finished grade: The final grade conforming to the approved grading plan.

c. Rough grade: The stage at which grading substantially conforms to the approved grading plan.

83. Grading: The initial clearing, brushing, or grubbing, and subsequent excavating or filling, of a site.

84. Greenhouse: A building or structure devoted to the protection or cultivation of plants and constructed chiefly of glass, glasslike or translucent material, cloth, or lath.

85. Gross floor area: The sum of the areas of all horizontal surfaces of a building, measured from outside surface to outside surface.

86. Guest quarters: Living quarters for guests, relatives, or servants in an accessory building or within the principal residence and not used for income-producing purposes.

87. Helistop: An area designed to be used for the landing or takeoff of one helicopter, the temporary parking of one helicopter, and other facilities as may be required by federal and state regulations, but not including operation facilities such as maintenance, storage, fueling, or terminal facilities.

88. Hive: A movable-frame receptacle used for keeping bees which may consist of one or more frames on a single box stand.

89. Home occupation: Any activity conducted by a resident for gain as an accessory use in the resident's dwelling unit.

90. Hospital: Any building used for overnight accommodation and medical care of human patients, but excluding clinics, long-term care facilities, and convalescent homes.

91. Hotel: A building containing six or more guest rooms, in which lodging is provided and offered to the public for compensation and which is open to transient guests, together with commercial accessory uses operated primarily for the convenience of the guests thereof.

92. Household pet: Any animal commonly accepted as a domesticated pet and typically housed within the primary residential structure.

93. Improvement: Any man-made immovable item which becomes part of, places upon, or is affixed to real estate. Improvements are typically required to be installed as a condition of approval or acceptance of a development. They may include, but are not limited to, roads, water facilities,

easements, traffic control devices, utility lines, and other similar facilities.

94. Indoor assembly: Enclosed facilities for the purpose of (but not limited to) banquet halls, auditoriums, clubs and lodges, conference centers, and theaters, including kitchen for the preparation of food to be consumed at the premises.

95. Industry: The manufacture, fabrication, processing, reduction or destruction of any article, substance or commodity, or any other treatment that changes its form, character, or appearance.

96. Ingress: Access or entry.

97. Invasive species: A non-native species whose introduction does or is likely to cause economic or environmental harm, or harm to human, animal, or plant health.

98. Junkyard: A place where scrap, waste, discarded or salvaged materials are bought, sold, exchanged, baled, packed, disassembled, handled, or stored in the open, including, but not limited to, automobile wrecking yards, used lumber yards, and places or yards for the storage of salvaged house wrecking and structural steel materials, and equipment. Excludes farming operations, or activities conducted entirely within a completely enclosed building and where salvaged materials are kept incidental to manufacturing or other industrial or agricultural operations conducted on the premises.

99. Kennel: Any enclosure, premises, building, structure, lot or area where dogs, cats, or other animals are kept, raised, sold, boarded, bred, shown, or groomed for compensation.

100. Laboratory: A building or group of buildings whose primary use is medical or scientific research, investigation, testing or experimentation.

101. Landscaping: The use and arrangement of living vegetation, such as trees, bushes, and groundcovers, together with inert materials such as wood, rocks, brick, and decomposed granite.

102. Land split: The division of improved or unimproved land whose area is two and one-half acres or less into two or three tracts or parcels of land for the purpose of sale or lease.

103. Land use: A description of how land is occupied or utilized.

104. Livestock auction yard: A parcel of land and accompanying buildings used for the sale by auction of livestock offered on consignment.

105. Livestock, large: Includes cattle, horses, oxen, donkeys, mules, llamas, and other similar animals.

106. Livestock, small: Includes sheep, goats, miniature horses and other similar animals.

107. Long-term care facility: A facility in a nonresidential setting that provides continuous inpatient beds, medical supervision, and medical care for a period exceeding 72 hours to eight or more residents who do not require hospital care or direct daily care from a physician.

108. Lot: A tract of land bounded on all sides by property lines, of sufficient size to meet minimum zoning requirements, of use, coverage, area, setbacks, and other areas as required by these regulations with legal access to a public street.

109. Lot area: The total land area, measured in a horizontal plane, included within the lot property lines.

    a. Lot, corner: A lot located at the intersection of two or more streets.

    b. Lot, interior: A lot other than a corner or key lot.

    c. Lot, key: Any lot where the side lot line abuts the rear lot line of other lots.

110. Lot coverage: The area of a site occupied by structures and other buildings.

111. Lot depth: The horizontal distance between the front and rear lot lines.

112. Lot improvement: Any building, structure, work of art, or other object or improvement of the land on which they are situated constituting a physical betterment of real property, or any part of such betterment.

113. Lot line: A line of record bounding a lot.

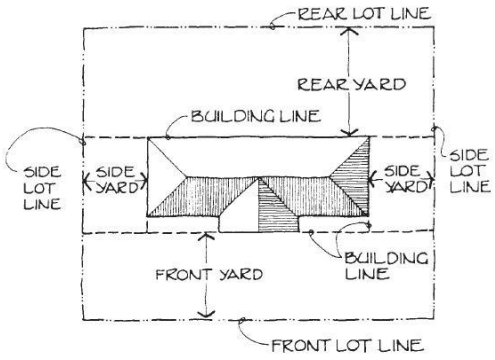
    a. Common lot line: Any side or rear property line that abuts another side or rear property line, not including side or rear property lines abutting a street or alley.

    b. Front lot line: The lot line separating a lot from the street and providing sole or primary access to the property.

    c. Rear lot line:

        i. The lot line which is opposite and most distant from the front lot line.

        ii. The rear lot line of an irregular lot is a line:



a) Entirely within the lot,

b) At least ten feet long, and

c) Parallel to and most distant from the front lot line.

d. Side lot line: Any lot line not a front lot line or a rear lot line.

i. A side lot line separating a lot from a street is a street side lot line.

ii. A side lot line separating a lot from another lot is an interior side lot line.

114. Lot width: The mean horizontal width of the lot measured at right angles to the lot depth.

115. Main building: A building where the principal permitted use of a lot or parcel is conducted.

116. Manufactured home:

a. A single-family dwelling structure transportable in one or more sections manufactured after June 15, 1976, to standards established by the U.S. department of housing and urban development. The structure is built on a permanent chassis and designed to be used as a dwelling, with or without a permanent foundation, when connected to the required utilities.

b. A single-family dwelling structure transportable in one or more sections manufactured before June 15, 1976, and still legally permissible for residential occupancy.

c. Does not include a "recreational vehicle."

117. Manufactured home park: A residential use in which more than two manufactured home spaces are located on a single site area. The spaces may be leased, rented or sold. If the individual spaces are sold, the remainder of the use must be in the common ownership of all unit owners.

118. Manufacturing:

a. Light manufacturing: The manufacturing, production or assembly of products predominately from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales, and distribution of such products, where all manufacturing activities are contained entirely within a building and do not endanger neighboring properties. Includes large-scale printing and publishing.

b. Heavy manufacturing: The manufacturing, production, assembly, or processing of products where noise, odor, vibration, illumination, or particulate matter may be offensive or obnoxious to adjacent land uses. Includes any establishment or facility using unscreened outdoor structures that cannot be integrated into the building design, such as conveyor belt systems, cooling towers, cranes, storage silos, or similar equipment. Includes uses with large scale outdoor storage or storage of on-site hazardous materials.

119. Maximum extent practicable: Under the circumstances, reasonable efforts have been undertaken to comply with the regulation or requirement, that the cost of additional compliance measures clearly outweigh the potential benefits to the public, and reasonable steps have been undertaken to minimize any potential harm or adverse impacts resulting from the noncompliance.

120. Medical clinic: A building containing an association or group of physicians, dentists, clinical psychologists, or similar professional health care practitioners, including allied professional assistants who are assembled for the purpose of carrying on their professions. The health care facility may include pharmacy, dental and medical laboratories, tissue labs, and/or X-ray facilities, but shall not include inpatient care or operating rooms for major surgery.

121. Medical marijuana dispensary: A nonprofit medical marijuana dispensary duly registered and certified pursuant to A.R.S. § 36-2804.

122. Micro-hospital: A medical facility providing services offered by a traditional full-service hospital but located in a smaller-scale facility of 15,000 to 50,000 square feet.

123. Mixed-use: Development physically and functionally integrating at least one primary residential use with at least one primary non-residential use.

124. Model home: A dwelling unit used initially for display purposes which typified the type of units that will be constructed in the subdivision.

125. Modular home: A dwelling unit which is either wholly or in substantial part manufactured at an offsite location to be assembled on site, and which complies with the building code adopted by the town.

126. Motel: A facility offering transient lodging accommodations of six or more rental units. A majority of all rental units have

direct access to the outside without the necessity of passing through the main lobby of the building. Guests are generally traveling by automobile and parking is located convenient to each unit.

127. Native vegetation: Plants indigenous to an area.

128. Natural features: Include but are not limited to floodplains and surface drainage channels, washes, stream corridors and other bodies of water, steep slopes, prominent ridges, bluffs, or valleys, and existing trees and vegetation.

129. Nearby land: For purposes of significant land use change notice and protest requirements applicable in zones A-E, land lying within (a) one-quarter of a mile of a proposed significant land use change on a lot containing 2.5 acres or less, (b) one-half mile of a proposed significant land use change on a lot containing more than 2.5 acres but less than 25 acres, or (c) one mile of a proposed significant land use change on a lot containing 25 acres or more.

130. Nonconforming: A parcel of land, or a building or structure, or portion thereof, or a use, which does not conform to the provisions of this land development code, and which was legally established prior to the effective date of the provision of this land development code to which it does not conform.

131. Nuisance: Annoying, unpleasant or obnoxious and out of character with the neighboring area.

132. Nursery: A place where young trees or other plants are raised for transplanting or for sale, but does not include commercial fertilizer yard or processing plant.

133. Office: A building or portion of a building where predominantly administrative, professional, or clerical services are performed.

134. Off-site: Any premises not on-site.

135. Off-street parking: Parking of motor vehicles in a location other than a street or public way.

136. On-site: Of or pertaining to a space within the boundaries of a subdivision lot or parcel.

137. Open space:

    a. General: Any area to be kept in open uses including recreational lands such as golf courses and parks, desert, floodways, floodplains, greenbelts, common areas, and other unbuilt, vegetated areas.

b. Natural undisturbed open space (NUOS): An area of land with natural vegetation that is unimproved and not occupied by structures or man-made impervious surfaces that is set aside, dedicated or reserved in perpetuity as a conservation area.

138. Open storage: The use of premises for keeping or storing goods, commodities, containers or equipment other than in a wholly enclosed building. Public parking, or the parking or storing of an operable vehicle in a parking space, is not open storage.

139. Orient: To bring in relation to, or adjust to, the surroundings, situation, or environment; or to set or arrange in a determinate position.

140. Pad site building: A commercial building that is physically separate from the principal or primary building.

141. Parcel: An area of land defined by a legal description and recorded with the county recorder.

142. Parking lot: Any area of a site or structure used as a parking area for more than four motor vehicles.

143. Parking space: A space for the parking of a motor vehicle, exclusive of driveways and ramps.

144. Permitted use: A land use allowed as a property right within a zoning category subject only to the requirements listed for that use.

145. Person: Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns.

146. Personal service: A business that provides personal services directly to customers at the site of the business, or which received goods from or returns goods to the customer which have been treated or processed at another location. Includes but is not limited to travel agency, dry-cleaning and laundry drop-off and pick-up station, tailor, hair stylist, cosmetician, toning or tanning salon, branch office of financial institution, photocopying service, postal substation, package delivery drop-off and pick-up station, shoe repair shop, haberdashery, interior design studio, domestic pet grooming and care service, and art, music, dance and martial arts school.

147. Phase: A portion of a development project scheduled for construction and occupancy as an entity apart from other phases of the development.

148. Place of worship: A building or group of buildings used primarily as a place of communion or worship. Includes convents, religious educational buildings and parish houses, but not parochial schools.

149. Planning commission: The town planning commission.

150. Plat: A map of a subdivision.

    a. Final plat: A map of all or part of a subdivision essentially conforming to an approved preliminary plat, and prepared in accordance with the provisions of the town subdivision regulations.

    b. Preliminary plat: A preliminary map, including supporting data, indicating a proposed subdivision design prepared in accordance with the provisions of the town subdivision regulations.

    c. Recorded plat: A final plat bearing all of the approvals required by state law and local regulations and recorded in the office of the recorder of the county where the land shown on the plat is located.

151. Power plant: A facility that converts one or more energy sources, including but not limited to water power, fossil fuels, nuclear power, or solar power, into electrical energy or steam. A power generation plant may also perform either or both of the following: (a) operation of a transmission system that conveys the energy or steam from the generation facility to a power distribution system; (b) operation of a distribution system that conveys energy or steam from the generation facility or the transmission system to final consumers.

152. Premises: A lot and the buildings and other structures located on it.

153. Principal building: The building or structure on a commercial development site with the greatest amount of gross floor area.

154. Primary material: Material covering 75% or more of the wall elevation or the individual material that constitutes the majority.

155. Principal use: The primary or predominant use of any lot or parcel.

156. Private school: A privately funded primary, secondary, post-secondary, or vocational educational facility.

157. Quasi-public land use: Use of the land by private, not-for-profit institutions or organizations for purposes which may,

in fact, be public uses, or which may be restricted to a particular group, but which generally involve the use of the land or the facility located thereon by a large number of people; including but not limited to churches, private schools, not-for-profit social organizations, hospitals, welfare organizations, or non-profit medical centers.

158. Ratite: Members of the group ratitae; large flightless birds, including emus and ostriches.

159. Recreational vehicle (RV): Any type of vehicle used primarily for recreational pleasure. Examples include but not limited to travel trailers, motor homes, boats, snowmobiles, etc. Recreational vehicles shall include any mobile structure designed for temporary occupancy, but shall exclude manufactured homes.

160. Redevelopment: Development on a tract of land with existing structures where all or most of the existing structures would be razed and a new structure or structures built.

161. Registered engineer: An engineer properly licensed and registered in the state of Arizona.

162. Registered land surveyor: A land surveyor properly licensed and registered in the state of Arizona.

163. Rendering plant: A facility where packing house waste, kitchen grease, and dead animals are processed into industrial fats and oils (such as tallow for soap) and various other products (such as fertilizer, food, or biodiesel).

164. Residences per acre: The permitted number of residences per gross acre (43,560 square feet of land area).

165. Resort. A building or group of buildings containing five or more guest rooms, other than a hotel, and including amenities and outdoor recreational activities intended for the primary use of its guests such as, but not limited to, horseback riding, golf course, swimming, sports courts, and dining facilities.

166. Restaurant: An establishment where food and beverages may be purchased and consumed.

167. Retail establishment: A building, property, or activity whose principal purpose is the sale of goods, products, or materials directly to the consumer. Includes but is not limited to clothing stores, appliance stores, bakeries, food stores, grocers, caterers, pharmacies, book stores, florists, furniture stores, hardware stores, pet stores, toy stores, indoor tool and equipment rental, and variety stores. Does not

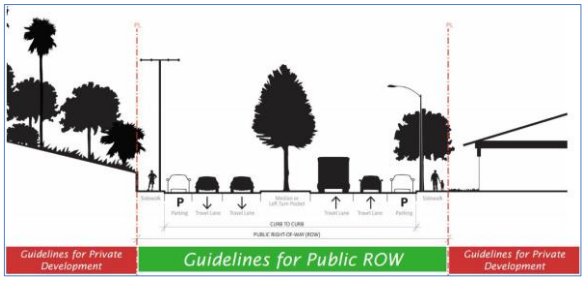
include restaurants, personal service, commercial amusements, or cleaning or processing establishments.

168. Riding arena: An area used for riding and training horses or other livestock.

169. Right-of-way:

    a. General: A strip of land occupied or intended to be occupied by a street, crosswalk, railroad, road, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, or for another special use.

    b. Public: Same as above, but owned by a government entity.



170. Rodent: Any member of the order rodentia, such as, but not limited to: mice, rabbits, and hares.

171. Rodeo grounds: An area used for riding, training, or showing horses or livestock, or for competition involving those animals.

172. Roof: The outside top covering of a building.

173. RV park: A parcel of land under single or common ownership where two or more spaces are leased, rented or sold for occupancy of a recreational vehicle. A fee may or may not be charged for the use of the individual space.

174. RV space: An area within the RV park for the placement of a recreational vehicle, in addition to any exclusive use area adjacent to the unit set aside for the occupants of the recreational vehicle, such as patio or parking space.

175. Screen: A barrier that functions to shield, protect or conceal.

176. Setback: The minimum distance a building must be set back from a property line of a parcel or a specified point.

177. Sexually oriented business: Any business regulated by town code chapter 9-6 (sexually oriented businesses).

178. Sign: See definition in chapter 17-10.

179. Single-family dwelling: A dwelling unit with kitchen and sleeping facilities, designed for occupancy by and occupied by one family. Includes "adult developmental home," "child developmental certified home," "child developmental home," "group home," and "intermediate care facility for individuals with intellectual disabilities," each as defined in A.R.S. § 36-551; includes "residential facility" as defined in A.R.S. § 36-581; and includes "child care group home" as defined in A.R.S. § 36-897.

    a. Attached single-family dwelling: A dwelling unit attached to one or more dwelling units by structural elements common to the attached units with each dwelling unit located on its own individual lot. The structural elements include common wall construction, roof, or other similar improvement. Elements like trusses, beams, and patio walls are not included.

    b. Detached single-family dwelling: A dwelling unit which is not attached to any other dwelling unit by any structural elements and located on its own separate lot.

A.R.S. § 36-551 includes the following definitions:

2. "Adult developmental home" means a residential setting in a family home in which the care, physical custody and supervision of the adult client are the responsibility, under a twenty-four-hour care model, of the licensee who, in that capacity, is not an employee of the division or of a service provider and the home provides the following services for a group of siblings or up to three adults with developmental disabilities:

(a) Room and board.
(b) Habilitation.
(c) Appropriate personal care.
(d) Appropriate supervision.

11. "Child developmental certified home" means a regular foster home as defined in § 8-501 that is licensed pursuant to § 8-509 and that is certified by the department pursuant to § 36-593.01.

12. "Child developmental home" means a residential setting in a family home in which the care and supervision of the child are the responsibility, under a twenty-four-hour care model, of the licensee who serves as the developmental home provider of the child in the home setting and who, in that capacity, is not an employee of the division or of a service provider and the home provides the following services for a group of siblings or up to three children with developmental disabilities:

(a) Room and board.
(b) Habilitation.
(c) Appropriate personal care.
(d) Appropriate supervision.

23. "Group home" means a community residential setting for not more than six persons with developmental disabilities that is operated by a service provider under contract with the department and that provides room and board and daily habilitation and other assessed medically necessary services and supports to meet the needs of each person. Group home does not include an adult developmental home, a child developmental home or an intermediate care facility for individuals with intellectual disabilities.

28. "Intermediate care facility for individuals with intellectual disabilities" means a facility that primarily provides health and rehabilitative services to persons with developmental disabilities that are above the service level of room and board or supervisory care services or personal care services as defined in § 36-401.

A.R.S. § 36-581 includes the following definitions:

1. "Developmental disability" means autism, cerebral palsy, epilepsy or cognitive disability.

2. "Residential facility" means a home in which persons with developmental disabilities live and that is licensed, operated, supported or supervised by the department.

A.R.S. § 36-897 includes the following definition:

1. "Child care group home" means a residential facility in which child care is regularly provided for compensation for periods of less than twenty-four hours per day for not less than five children but no more than ten children through the age of twelve years.

180. Site: The land area designated for a development project, exclusive of any abutting public right-of-way. The land area can be a portion of a lot, a single lot, or can consist of more than one lot.

181. Site plan: A drawn-to-scale plan of a site showing the location of existing and proposed uses, structures, lot lines, streets, open spaces, landscape features, and utilities.

182. Slaughterhouse: A facility for the slaughtering and processing of animals and the refining of animal byproducts.

183. Special event venue: A location primarily devoted to special events such as weddings, large parties, and banquets.

184. Specific plan: A precise plan for a specific piece of property, or properties, typically under single ownership, which contains all the elements as specified within these regulations, and which has been adopted by the council, and which may supersede these land use regulations as they might otherwise apply to the specified property.

185. Specimen plant: A plant that is grown in relatively open ground with little competition and therefore develops an unnaturally (in most cases) broad spread and dramatic form. Contrast with masses, drifts, thickets, or groves of plants, in which individual specimens intermingle with each other and may even be hard to distinguish from each other.

186. Sports court: Improved athletic space, typically constructed outdoors, where such games as basketball, volleyball, paddle tennis and other racquet sports and other games and activities can be played.

187. Stables: Structures where animals are kept.

    a. Private stables: Structures where animals are kept for private use.

    b. Public stables: Structures where animals are kept for sale or hire; breeding, boarding, and or training.

188. Standards: Mandatory regulations. Standards are indicated by use of the term "must."

189. Stockyard: A penned enclosure, or structure, where small or large livestock are maintained temporarily for the purpose of slaughtering, marketing or shipping.

190. Story: A space in a building between the surface of any floor and the surface of the floor next above, or if there is no floor above, then the space between such floor and the ceiling or roof above.

191. Street: Any existing or proposed street, avenue, boulevard, road, land, parkway, place, bridge, viaduct or easement for public vehicular access or a street shown in a plat approved

pursuant to town, county, state of Arizona or other governmental unit regulations, or a street on a plat which has been approved by a unit of government and duly filed and recorded in the office of the county recorder. A street includes all land within the street right-of-way whether improved or unimproved, and includes such improvements as pavement, shoulders, curbs, gutters, sidewalks, parking space, bridges and viaducts.

a. Arterial: A street that serves or is intended to serve as a major way by which traffic may be conveyed between the town and other communities as well as between major population or activity concentrations within the town. Arterials are designated in the transportation plan element of the town general plan, and are generally one-mile apart on section lines.

b. Collector: A street that is supplementary to an arterial and serves, or is intended to serve, to convey traffic between neighborhoods or similar areas within town. Collectors are typically at half-mile points within a section.

c. Half street: A right-of-way dedicated for a new street by a developer equal to only one-half of the total right-of-way width required.

d. Local street: A street used primarily to gain access to the property bordering it. Does not include arterials or collectors.

e. Major street: A street shown on the future circulation map.

The future circulation map is figure 2-4 of the Marana General Plan

f. Minor street: A street not shown on the future circulation map.

g. Primary arterial: A road intended to move traffic to and from such major attractions as villages, regional shopping centers, colleges and/or universities, major industrial areas and similar traffic generators within the town and/or as a route for traffic between communities or large areas.

h. Walkable mixed-use street: A local multi-modal thoroughfare with a range of speeds and capacities.

192. Street center line: The centerline or monument line of a street or road right-of-way as established by an official survey.

193. Street right-of-way width: The distance between property lines measured at right angles to the center line of the street.

194. Streetscreen: An evergreen hedge, opaque fence, wall, or similar feature built along a street frontage that screens a parking lot from the street, provides privacy to a side yard, or delineates the public right-of-way.

195. Structure: Anything constructed or erected which requires location on or in the ground or is attached to something having a location on the ground. Structures do not include ditches and their appurtenances, poles, lines, cables, or transmission or distribution facilities of public utilities, free-standing mailboxes, on grade slabs, walks, driveways, landscaping materials and fences.

196. Subdivider: Has the same meaning as in the definition of "subdivider" under Arizona law.

"Subdivider" is defined at A.R.S. § 33-1202 paragraph 55

197. Subdivision: A division of land that meets the definition of "subdivision" under Arizona law.

The municipal definition of "subdivision" may be found at A.R.S. § 9-463.02

198. Subdivision design: Street alignment, grades and widths, alignment and widths of easements and rights-of-way for drainage and sanitary sewers and the arrangement and orientation of lots as set forth in the town subdivision regulations or design manuals, or both.

199. Subdivision improvements: Infrastructure and improvements required to be constructed or installed as a condition of subdivision approval pursuant to town subdivision regulations or state law, including but not limited to grading, sewer and water utilities, streets, easements, and traffic control devices.

200. Swine: Any hoofed animal of the porcine species, such as a pig.

201. Temporary retail: A temporary retail activity, including but not limited to:

    a. Automobile, boat, or RV sales;

    b. Seasonal sale of products, such as Christmas trees, pumpkins, and fireworks;

    c. Street vendors. Does not include "mobile food vendors" as defined in section 9-13-2(C); and

202. Temporary use: Any use allowed for a specified period of time. A use not of a permanent nature.

203. Television, radio, or film studio: A facility for the production of films and/or the production and broadcast of television and radio programs including but not necessarily limited to offices, dressing rooms, studios, sound stages, file

rooms, and set stage, but not including transmitting facilities, unless a conditional use permit is obtained under chapter 17-18.

204. Townhouse: A single-family dwelling in a row of at least three, attached, in which each unit has its own separate front entrance, and no unit is located over another unit.

205. Transitional housing: A single-family dwelling where supervised, residential living is provided to not more than ten individuals who do not require institutional treatment and who have common needs for alternatives to incarceration or homelessness or who need treatment or rehabilitation for substance abuse, and where appropriate transitional living services are provided, including but not limited to substance abuse treatment or rehabilitation, or life skills assistance. Examples of transitional housing include halfway houses, homeless shelters, sober living homes as defined in A.R.S. § 36-2061, and adult behavioral health therapeutic homes as defined in A.R.S. § 36-401.

A.R.S. § 36-2061 includes the following definition:

"Sober living home" means any premises, place or building that provides alcohol-free or drug-free housing and that:
(a) Promotes independent living and life skills development.
(b) May provide activities that are directed primarily toward recovery from substance use disorders.
(c) Provides a supervised setting to a group of unrelated individuals who are recovering from substance use disorders.
(d) Does not provide any medical or clinical services or medication administration on-site, except for verification of abstinence.

A.R.S. § 36-401 includes the following definition:

3. "Adult behavioral health therapeutic home" means a residence for individuals who are at least eighteen years of age, have behavioral health issues and need behavioral health services that does all of the following for those individuals:
(a) Provides room and board.
(b) Assists in acquiring daily living skills.
(c) Coordinates transportation to scheduled appointments.
(d) Monitors behaviors.
(e) Assists in the self-administration of medication.
(f) Provides feedback to case managers related to behavior.

206. Transportation corridor: Land occupied by transportation facilities, including airports, railroads, roads, irrigation canals, or public utility line, or which is immediately adjacent to such facilities, and which has been designated for the purpose of accommodating such modes of transportation and related uses.

207. Truck stop: A vehicle fueling station along or near an interstate highway; may include a restaurant, sleeping and showering rooms, a store selling basic items, and similar uses.

208. Use: The purpose for which land or a building is arranged designed or intended, for which either land or building is or may be occupied or maintained.

209. Utilities: Services such as natural gas, electricity, water, telephone, and cable television.

210. Utility facility: Building, structure, or land used by a utility, railroad, or governmental agency for uses such as, but not necessarily limited to, water or sewage treatment plants or pumping stations, substations, telephone exchanges, and resource recovery facilities, but not including a power plant

and land, buildings, or structures used solely for storage and maintenance of equipment and materials.

211. Vacation rental: Has the same meaning as in the definition of "vacation rental" under Arizona law.

"Vacation rental" is defined at A.R.S. § 9-500.39

212. Variance: An exception to the provisions of these regulations.

213. Veterinary clinic: Any establishment maintained and operated by a licensed veterinarian for the diagnosis and treatment of diseases and injuries of animals and for short-term boarding incidental to treatment.

214. Wall: An upright opaque structure of stone, brick, block, or similar cementitious material, serving to enclose, divide, support, protect, or screen.

215. Warehouse: A building where goods are received and stored indoors for distribution or wholesale sale.

216. Water harvesting: The capture and storage of water, especially rainwater, for later agricultural, industrial, or domestic use.

217. Wireless communication facility: A facility used for the transmission and reception of radio or microwave signals or for commercial wireless communications.

218. Yard: Any open space other than a court on the same lot with a building or dwelling group which open space is unoccupied and unobstructed from the ground upward to the sky except for the projecting and/or accessory buildings permitted by these regulations.

B. The definitions set forth in this section supplement the definitions set forth in chapter 1-3 of this code.

C. Additional definitions that apply to specific chapters of this title may be found in the applicable chapter.

SECTION 2. Marana Town Code Title 17 (Land Development), Chapter 17-3 (Administration and Enforcement) is hereby amended by deleting existing section 17-3-1 (Amendment procedure) in its entirety and replacing it with new section 17-3-1 (Amendment and rezoning) as follows:

CHAPTER 17-3. ADMINISTRATION AND ENFORCEMENT

17-3-1 Amendment and rezoning

A. Application

1. Any person may request an amendment of the text of this land development code by filing a written application with the development services department.
2. An owner of real property within the town, or that owner's authorized representative, may apply for a rezoning of that property by filing a written application with the development services department.

B. Rezoning. The town has three broad rezoning categories:

1. Translational or non-site analysis rezoning: A simplified rezoning with flexible application requirements for a rezoning that does not require a site analysis as described in subparagraph 2 below; primarily used to rezone properties zoned in one of the legacy zones described in sections 17-4-16 through 17-4-26.
2. Site analysis rezoning: A rezoning used in all of the following circumstances:
    a. Property greater than one acre in size to be developed for nonresidential uses.
    b. Property greater than one acre in size to be developed at a residential density of two or more residences per acre.
    c. Property greater than five acres in size.
3. Specific plan: A specific plan, as defined in section 17-1-6(A), contains unique development and design standards specific to a rezoning site on a parcel of five acres or more, with either single- or multi-phased development. See section 17-4-15 for further requirements regarding specific plans.

C. Procedures

1. Before any application for a text amendment or rezoning is accepted by the development services department, the applicant shall submit an application for a pre-application meeting. The purpose of the pre-application meeting is to discuss, in general, the procedures and requirements for an amendment request pursuant to this section.

2. All applications shall follow the requirements defined in the town's applications, checklists, and process guides on file with the development services department. The planning manager may waive the requirement to provide any information required by an application, checklist, or process guide by making a written finding specifying the reasons the information is not needed for a thorough review of the proposed amendment or rezoning. The waiver shall be included in the materials submitted to the planning commission and the council.
3. The planning commission shall hold a public hearing on the application and shall recommend to the town council approval, approval with conditions, or denial of the rezoning or text change. Prior to the public hearing, public notice shall be given in the manner provided in A.R.S. § 9-462.04 (A).
4. After the public hearing before the planning commission, the planning manager shall schedule the application for hearing before the town council.
5. The town council shall hold a public hearing on the application and shall approve, approve with conditions, or deny the rezoning or text change. Prior to the public hearing, public notice shall be given in the manner provided in A.R.S. § 9-462.04 (A).
6. When a rezoning application is accompanied by an application for a conditional use permit applications may be processed and reviewed concurrently.
7. If the proposed rezoning is inconsistent with the land use designation in the general plan, an application for an amendment to the general plan shall be submitted by the applicant in accordance with the requirements of the general plan. Amendments to both the official zoning map and the general plan may be considered concurrently.

D. Approval criteria. The planning commission and town council shall consider the following questions, at a minimum, in reviewing an application for a rezoning:

1. Any change of character in the area due to installation of public facilities, other zone changes, new growth trends, deterioration, and development;
2. The degree to which the proposed zoning will benefit the community; whether there will be benefits derived by the community, or area, by granting the proposed rezoning;
3. Whether the proposed rezoning is compatible with the surrounding area or whether there will be adverse impacts on the capacity or safety of the portion of street network influenced by the rezoning, parking problems, or environmental impacts that the new use will generate such an excessive storm runoff,

water, air, or noise pollution, excessive nighttime lighting, or other nuisances;

4. Whether the proposal conforms with and is in furtherance of the implementation of the goals and policies of the general plan, other adopted plans, and the goals, objectives and policies of this land development code, and other town regulations and guidelines, including goals and policies relating to economic development;
5. The zoning districts and existing land uses of the surrounding properties;
6. That the existing and proposed transportation infrastructure is suitable and adequate to serve the traffic anticipated to be generated by the proposed development.
7. Whether the existing and proposed utility infrastructure, public facilities, and public services are suitable and adequate to serve the proposed rezoning area;
8. Whether the subject property is suitable for the uses to which it has been restricted under the existing zoning classification;
9. Whether the rezoning is compatible with the adjacent neighborhood, especially residential neighborhood stability and character;
10. If applicable, the length of time the subject property has remained vacant as zoned; and,
11. Whether there is an adequate supply of land available in the subject area and the surrounding community to accommodate the zoning and community needs.

SECTION 3. Marana Town Code Title 17 (Land Development) is hereby amended by deleting existing Chapter 17-4 (Zoning) in its entirety and replacing it with new Chapter 17-4 as follows:

CHAPTER 17-4. ZONING

Sections:

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17-4-2 Use matrix 2
17-4-3 Use conditions matrix 7
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17-4-5 Residential zoning districts R-180, R-144, R-80, R-36, R-16, R-10, R-8, R-7, R-6, R-5, R-4, and R-3 12
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17-4-1 Zone districts and zoning groups established

A. The zones and zoning groups listed in table 1 (zone districts and zoning groups summary) are established by this section.

B. Table 1 also shows the consolidation of certain residential zoning districts into zoning groups as of the effective date of this chapter. These zoning groups combine zones that allow the same uses in the use matrix table (table 2) and the conditions per use table (table 3). In some cases, a zoning group label is used for ease of reference in table headings and cross-references (for example, "ER" in place of "R-36").

C. Official zone map. The location and boundaries of each of the zones are shown on the official zone map of the town, and the map is a part of this code. Whenever amendments or changes are made in zone boundaries, the amendments or changes must be made by

ordinance and recorded on the official zone map. The official zone map data layer maintained by and located in the office of the technology services department is the final authority in determining current zoning status.

D. Zone districts and zoning groups summary table. The following table shows the town's zone districts and zoning groups.

Table 1. Zone districts and zoning groups summary	
Agricultural zone	
AG	Agricultural
Ranchette residential zoning group (RA)	
R-180	R-180 residential
R-144	R-144 residential
R-80	R-80 residential
Estate residential zoning group (ER)	
R-36	R-36 residential
Neighborhood residential zoning group (NR)	
R-16	R-16 residential
R-10	R-10 residential
R-8	R-8 residential
R-7	R-7 residential
R-6	R-6 residential
Garden residential zoning group (GR)	
R-5	R-5 residential
R-4	R-4 residential
R-3	R-3 residential
Multi-family residential zoning group (MR)	
MR-1	Multi-family residential (high density)
MR-2	Multi-family residential (medium density)
Commercial zones	
RR	Resort and recreation
NC	Neighborhood commercial
VC	Village commercial
Industrial zones	
LI	Light industrial
HI	Heavy industrial
Mixed-use zones	
DMO	Downtown Marana overlay
DT	Downtown
DN	Downtown neighborhood
BU	Blended-use
Specific plan zone	
SP	Specific plan

17-4-2 Use matrix

A. Table 2 (use matrix) identifies the permissiveness of uses in all residential zoning groups and zoning districts other than the mixed-

use districts and the SP zone. (Uses for the mixed-use districts are set forth in the mixed-use zoning district use matrix found at table 8.)

B. The notations in table 2 have the following meanings:

1. "P" means the use is permitted subject to design standards.
2. "A" means the use is permitted as an accessory use located on the same lot with a permitted use.
3. "C" means the use is allowed upon approval of a conditional use permit (see section 17-3-2).
4. "U" means the use is allowed upon meeting the conditions set forth in table 3 below.
5. "T" means the use is allowed upon approval of a temporary use permit (see section 17-3-3).
6. "X" means the use is prohibited.

C. Uses not mentioned.

1. General presumption. Uses not listed shall be presumed to be prohibited, unless the planning manager determines that the use is materially similar to a listed use.
2. Planning manager determination. If a use is not listed in table 2 and is not otherwise prohibited by law, the planning manager shall determine whether the use is materially similar to a use listed in table 2, using as a guide the type of business, industry, or governmental activity as classified and defined by the two-digit sector number of the most recently published north American industry classification system (NAICS) as established by the United States census bureau.
3. Materially similar uses. If the planning manager finds that the use is materially similar, the regulations governing that use shall apply to the use not listed and the planning manager's decision shall be filed in the office of the town clerk.
4. Not materially similar uses. If the planning manager determines that a materially similar use does not exist, the planning manager may consider submitting an amendment to this section to establish a specific listing for the use in question by legislative action of the town council upon recommendation by the planning commission.

Table 2. Use matrix

Uses	AG	RA	ER	NR	GR	MR	RR	NC	VC	LI	HI
Residential											
Single-family detached	P	P	P	P	P	C	C	U	U	X	X
Duplex	X	X	C	C	P	P	C	P	P	X	X
Townhouse	X	X	X	X	P	P	P	P	P	X	X

Table 2. Use matrix

Uses	AG	RA	ER	NR	GR	MR	RR	NC	VC	LI	HI
Multi-family	X	X	X	X	X	P	P	U	P	P	P
Manufactured home	P	U	U	X	X	X	X	X	X	X	X
Modular home	P	P	U	U	U	X	X	X	X	X	X
Accessory structure	A	A	U	U	A	A	A	A	A	A	A
Assisted living home	P	P	P	C	C	C	C	C	C	X	X
Adult foster care home	P	P	P	C	C	C	C	C	C	X	X
Caretaker quarters	A	A	A	X	X	A	A	A	A	A	A
Carport	A	A	A	X	X	A	A	A	A	A	A
Child care home	U	U	U	U	U	U	U	X	X	X	X
Community recreation	P	P	P	P	P	P	P	P	P	X	X
Fences or walls	A	A	A	A	A	A	A	A	A	A	A
Foster home	P	P	P	P	P	C	C	C	C	X	X
Garage	A	A	A	A	A	A	A	A	A	A	A
Guest quarters	A	A	A	U	U	U	X	X	X	X	X
Home occupation	U	U	U	U	U	U	U	U	U	X	X
Model home	A	A	A	A	A	A	A	A	A	X	X
Real estate sales trailer	T	T	T	T	T	T	T	T	T	T	T
Single-family dwelling in temporary structure	T	T	T	T	T	T	T	T	T	T	T
Sports court	A	A	A	A	A	A	A	A	A	A	A
Swimming pool or spa	A	A	A	A	A	A	A	A	A	A	A
Transitional housing	C	C	C	C	C	C	C	C	C	X	X
Agricultural											
Apiary	U	U	U	X	X	X	X	X	X	X	X
Aviary	U	U	U	X	X	X	X	X	X	U	U
Chickens	U	U	U	U	X	X	X	X	X	X	X
Community garden	P	P	P	P	P	P	P	P	P	P	P
Composting facility	A	X	X	X	X	X	A	X	X	X	C
Corral or barn	P	A	A	X	X	X	A	X	C	X	X
Dairy farm	C	X	X	X	X	X	X	X	X	X	X
Farming	P	A	X	X	X	X	X	X	X	X	X
Feedlot	C	X	X	X	X	X	X	X	X	X	X
Roosters and other fowl, ratites, or rodents	U	U	X	X	X	X	X	X	X	X	X
Greenhouse	P	A	A	A	A	A	A	P	P	P	P
Household pets	P	P	P	P	P	P	P	P	P	P	P
Livestock auction yard	C	X	X	X	X	X	X	X	X	X	X
Livestock	U	U	X	X	X	X	U	X	X	X	X
Medical marijuana dispensary offsite cultivation	X	X	X	X	X	X	X	X	X	X	X
Nursery	P	C	X	X	X	X	X	P	P	P	P
Riding arena	P	U	U	X	X	X	A	X	X	X	X
Rodeo grounds	C	C	C	X	X	X	A	X	X	X	X
Stable, private	U	U	U	X	X	X	U	X	X	X	X
Stable, public	P	C	X	X	X	X	C	C	C	C	C
Swine	U	C	X	X	X	X	X	X	X	X	X
Lodging											
Bed and breakfast	P	P	P	C	C	X	P	P	P	X	X

Table 2. Use matrix

Uses	AG	RA	ER	NR	GR	MR	RR	NC	VC	LI	HI
Campground	C	X	X	X	X	X	P	X	X	X	X
Hotel	X	X	X	X	X	X	P	C	P	P	P
Resort	C	C	X	X	X	X	P	C	P	C	X
RV park	C	X	X	X	X	X	P	C	P	X	X
Vacation rental	P	P	P	P	P	P	P	P	P	X	X
Entertainment											
Amusement, indoor	X	X	X	X	X	X	A	U	P	P	P
Amusement, outdoor	C	X	X	X	X	X	A	C	P	P	P
Golf course	P	P	P	P	P	P	A	X	X	X	X
Sexually oriented business	X	X	X	X	X	X	X	X	U	U	U
Shooting range, indoor	C	X	X	X	X	X	C	C	C	C	C
Shooting range, outdoor	C	X	X	X	X	X	X	X	X	X	X
Special event venue	C	X	X	X	X	X	A	X	C	P	P
Zoo; petting zoo	C	X	X	X	X	X	C	X	X	X	X
Service											
Adult day health care facility	X	X	X	X	X	X	A	P	P	X	X
Assisted living center	X	X	X	X	X	X	P	P	P	X	X
Automobile paint or body shop	X	X	X	X	X	X	X	X	X	P	P
Automobile service facility	C	X	X	X	X	X	X	C	P	P	P
Automobile fuel station	X	X	X	X	X	X	A	P	P	P	P
Bar	X	X	X	X	X	A	A	P	P	P	P
Car wash	X	X	X	X	X	X	X	C	P	P	P
Child care facility	C	C	C	C	X	X	A	P	P	C	C
Commercial vehicle service facility	A	X	X	X	X	X	X	X	X	P	P
Donation bin	X	X	X	X	X	X	X	T	T	T	T
Financial institution	X	X	X	X	X	X	X	P	P	P	P
Fitness center	X	X	X	X	X	X	A	U	P	P	P
Helistop	X	X	X	X	X	X	C	X	A	P	P
Laundry or dry cleaner	X	X	X	X	X	X	X	U	U	P	P
Kennel	C	X	X	X	X	X	X	X	U	U	U
Medical clinics	X	X	X	X	X	X	A	P	P	P	P
Parking lot	A	A	A	A	A	A	A	P	P	P	P
Personal service	X	X	X	X	X	X	A	P	P	P	P
Public horse track	C	X	X	X	X	X	X	X	X	X	X
Restaurant	C	X	X	X	X	A	A	P	P	P	P
Mobile food vendor	X	U	U	U	U	U	U	U	U	U	U
Truck stop	U	X	X	X	X	X	X	X	U	U	U
Veterinary clinic	C	X	X	X	X	X	X	P	P	P	P
Office											
Office	A	X	X	X	X	A	A	P	P	P	P
Television, radio, or film studio	X	X	X	X	X	X	C	U	U	P	P
Retail											
Agricultural, industrial, or commercial vehicle sales or lease	C	X	X	X	X	X	X	X	X	P	P
Auto/vehicle sales	X	X	X	X	X	X	X	X	P	P	P

Table 2. Use matrix

Uses	AG	RA	ER	NR	GR	MR	RR	NC	VC	LI	HI
Farmers market	P	X	X	X	X	X	P	P	P	P	P
Medical marijuana dispensary/marijuana establishment (dual licensee)	X	X	X	X	X	X	X	X	C	C	C
Package liquor store	X	X	X	X	X	X	X	P	P	P	P
Retail establishment, under 30,000 sq. ft., no open storage	X	X	X	X	X	A	A	P	P	P	P
Retail establishment, 30,000 sq. ft. and larger, no open storage	X	X	X	X	X	X	X	X	P	P	P
Retail establishment with open storage	X	X	X	X	X	X	X	X	C	P	P
Temporary retail	T	X	X	X	X	T	T	T	T	T	T
Open space											
Public park or playground	P	P	P	P	P	P	P	P	P	P	P
Institutional											
Cemetery or mausoleum without crematory	P	C	X	X	X	X	X	C	P	P	P
Cemetery or mausoleum with crematory	C	X	X	X	X	X	X	X	C	C	P
Hospital	X	X	X	X	X	X	X	C	C	C	C
Indoor assembly	C	X	X	X	X	X	A	U	P	P	P
Long-term care facility	X	X	X	X	X	X	C	P	P	P	P
Place of worship	P	P	P	P	P	P	P	P	P	P	P
Private school	C	C	C	C	C	C	A	P	P	P	P
Utilities											
Power plant	C	C	X	X	X	X	X	X	X	C	C
Utility facility	C	C	C	C	C	C	C	P	P	P	P
Wireless communication facility	U	U	U	U	U	U	U	U	U	U	U
Industrial											
Batching plant	C	X	X	X	X	X	X	X	X	X	C
Construction equipment sales, service, storage or distribution	X	X	X	X	X	X	X	X	X	C	P
Contractor's yard	X	X	X	X	X	X	X	X	X	P	P
Distribution center	X	X	X	X	X	X	X	X	C	P	P
Dog and cat food processing	X	X	X	X	X	X	X	X	X	X	X
Explosive materials manufacturing or storage	X	X	X	X	X	X	X	X	X	X	C
Fertilizer plant	X	X	X	X	X	X	X	X	X	X	X
Food processing facility	C	X	X	X	X	X	X	C	C	C	P
Foundry	X	X	X	X	X	X	X	X	X	X	C
Heavy manufacturing	X	X	X	X	X	X	X	X	X	C	C
Junkyard	X	X	X	X	X	X	X	X	X	X	C
Laboratory	X	X	X	X	X	X	X	A	C	P	P
Light manufacturing	X	X	X	X	X	X	X	X	X	P	P
Mineral extraction or borrow pit	C	X	X	X	X	X	X	X	X	X	C
Rendering plant	X	X	X	X	X	X	X	X	X	X	X
Rubber reclaiming or processing	X	X	X	X	X	X	X	X	X	X	X
Self storage, indoor	X	X	X	X	X	X	X	C	P	P	P
Self storage, outdoor	X	X	X	X	X	X	X	X	X	P	P
Slaughterhouse	X	X	X	X	X	X	X	X	X	X	X

Table 2. Use matrix

Uses	AG	RA	ER	NR	GR	MR	RR	NC	VC	LI	HI
Tar or asphalt processing (excluding batching plant)	X	X	X	X	X	X	X	X	X	X	X
Warehouse	X	X	X	X	X	X	X	X	X	P	P

17-4-3 Use conditions matrix

The following table lists the conditions that apply to uses marked with a "U" in Table 2 (Use matrix). Where a zoning group is listed in the "zone(s)" column, the conditions apply to all zoning districts in that zoning group.

Table 3. Conditions per use

USE	ZONE(S)	CONDITION(S)
Residential		
Single-family detached	NC, VC	Must comply with the development standards for R-3 zone as set forth in section 17-4-5(B)(7) Table 4 (Development standards per residential zone)
Multi-family	NC	Must comply with the development standards for MR-2 zone as set forth in section 17-4-6(D) Table 5 (Development standards per MR zone)
Manufactured home	RA ER	Shall be fully skirted unless placed at ground level
Modular home	ER NR GR	Architectural similarity and compatibility for the purpose of blending into the existing neighborhood
Accessory structure	ER	Shall consist of a maximum of 2,500 total square feet per parcel
	NR	Shall consist of a maximum of 1,500 total square feet per parcel
Child care home	AG RA ER NR GR MR RR	Must be conducted in a single-family dwelling by a full time occupant of the dwelling During operating hours, the entire property may be devoted to the use An opaque five-foot fence or wall shall screen outdoor activity and equipment areas from any adjacent residential use
	AG RA ER NR GR	Shall not employ more than one nonresident of the premises All parking shall be on site and shall not include commercial parking features such as wheel stops, parking lanes or striping Shall maintain the required residential off-street parking Any new structure or proposed changes to an existing single-family dwelling used as a child care home must be consistent with the residential character of the single-family dwelling as it appeared before operation of the child care home
Guest quarters	GR MR	Must be located within the principal residence
	NR	Must be located within the principal residence on lots smaller than 16,000 square feet
Home occupation	AG RA ER NR GR MR RR NC VC	Must be conducted by a full time occupant of the dwelling Shall not exceed 25% of the gross floor area of a dwelling Shall not employ more than one nonresident of the premises

Table 3. Conditions per use

USE	ZONE(S)	CONDITION(S)
		Exterior public display of stock-in-trade, external evidence of the home occupation, and outdoor storage of equipment or material associated with the home occupation are prohibited All parking shall be on site and shall not include commercial parking features such as wheel stops, parking lanes or striping Shall maintain the required residential off-street parking Shall not create more parking demand or vehicular or pedestrian traffic than a typical residential use No more than one vehicle shall be used in conjunction with the home occupation Shall not cause any sustained, unpleasant, or unusual noises or vibrations; noxious fumes or odors; or other nuisances in the immediate neighborhood Shall serve no more than five clients per day Shall serve no more than two clients at a time Any new structure or proposed changes to an existing structure used in conjunction with the home occupation must be consistent with the residential character of the dwelling Prohibited home occupations include auto repair and service; veterinarian service, kennels, and pet grooming; commercial food preparation; mortuary or embalming service; tattoo parlor; welding service; and any commercial use not customarily incidental to a residential use Does not include specific uses regulated by other provisions of this title
Agricultural		
General	All	Lot area and fenced area for one type of animal shall not also be counted for any other type of animal Minimum fenced area is included in minimum lot area
Apiary	AG RA ER	Colonies shall be maintained in movable-frame hives Hives shall be erected using a hive stand which separates the hive's bottom boards from directly contacting the ground Colonies shall be maintained to reasonably prevent undue swarming or aggressive behavior Four colonies shall be permitted for every 10,000 square feet of parcel area Shall be set back a minimum of 100 feet from any adjacent residential property line and a minimum of 60 feet from all other property lines
Aviary	AG RA ER LI HI	No more than 40 birds permitted on any property within a residential district or adjacent to a residential district Must be set back a minimum of 60 feet from any property line and 20 feet from any residential structure or aviary Length or width shall not exceed 50 linear feet except in the AG zone

Table 3. Conditions per use

USE	ZONE(S)	CONDITION(S)
		Shall not exceed the maximum building height of the applicable zoning district Shall not exceed 2,000 square feet
Chickens; roosters; other fowl	AG RA	No more than 40 animals per acre Structures shall be set back a minimum of 60 feet from any property whose zoning does not allow roosters or other fowl, and a minimum of 30 feet from any property line
Chickens	ER NR	One chicken permitted for every 1,000 square feet of lot area Chickens and associated structures prohibited in the area extending the full width of the lot between the main building and the front street lot line Structures six feet or less in height and 16 square feet or less in area are not required to be set back from the side or rear property line, but must be behind the main building Structures more than six feet in height or larger than 16 square feet in area are subject to accessory building setback requirements All structures must be at least 20 feet from any offsite dwelling unit A setback is not required from property lines abutting alleys, rights-of-way, access easements, or nonresidential uses, or with the consent of the adjacent property owner The maximum permitted height of a structure is 12 feet
Livestock, large or small	AG RA RR	Animals shall be confined within a stock-tight fence or corral Animal structures shall be set back a minimum of 60 feet from all property lines Corrals shall be set back a minimum of 30 feet from the front property line No barn, shed, corral, fence, or other structure for the housing or confinement of one or more large livestock or more than three small livestock, shall be erected, constructed, or moved to within 100 feet of a human residence, except the on-site residence of the owner of the animals
Livestock, large	AG RA RR	One animal shall be permitted for every 10,000 square feet of lot area A minimum of 400 square feet of fenced area shall be provided for each animal
Livestock, small	AG RA RR	One animal shall be permitted for every 5,000 square feet of lot area A minimum of 200 square feet of fenced area shall be provided for each animal
Ratites	AG RA	One permitted for every 10,000 square feet of lot area Animals shall be confined within minimum six-foot-high stock-tight fenced corrals Structures shall be set back a minimum of 60 feet from any property line

Table 3. Conditions per use

USE	ZONE(S)	CONDITION(S)
		Corrals shall be set back a minimum of 30 feet from any property line
Riding arena	RA	Allowed only with a conditional use permit, except that a private and unlighted riding arena is allowed as an accessory use if it is set back a minimum of 100 feet from any adjacent residential property line and a minimum of 60 feet from all other property lines
	ER	A private and unlighted riding arena is allowed as an accessory use if it is set back a minimum of 100 feet from any adjacent residential property line and a minimum of 60 feet from all other property lines A private and lighted riding arena is allowed only with a conditional use permit
Rodents	AG RA	A maximum of 40 animals permitted per acre Structures shall be set back a minimum of 60 feet from any property line
Stable, private	AG	Unlighted only
	RA ER RR	Allowed only as an accessory use Unlighted only
Swine	AG	Minimum lot size shall be one acre One swine per acre shall be permitted for a parcel smaller than five acres The minimum setback for a swine related structure and or pen on a lot less than five acres shall be 100 feet from any property line On a parcel five acres or greater, all swine related structures and or pens shall be located on the half of the property opposite of the highest classified street adjacent to the subject property The minimum required setback for any pen or structure on a lot containing five or more swine shall be 300 feet from any property line No barn, shed, corral, fence, or other structure for the housing or confinement of one or more swine shall be erected, constructed, or moved to within 100 feet of a human residence, except the on-site residence of the owner of the animals
Entertainment		
Amusement, indoor	NC	Shall not exceed 30,000 sq. ft.
Sexually oriented business	VC LI HI	Shall meet all of the setbacks and other requirements set forth in A.R.S. § 13-1422 as it may be amended from time to time
Service		
Fitness center	NC	Shall not exceed 10,000 sq. ft.
Laundry or dry cleaner	NC	Shall not exceed 10,000 sq. ft.
Laundry or dry	VC	Shall not exceed 30,000 sq. ft.

Table 3. Conditions per use

USE	ZONE(S)	CONDITION(S)
cleaner		
Kennel	VC LI	Boarding allowed only in fully enclosed building Not permitted within 1,000 feet of any existing residence
Kennel	HI	Not permitted within 1,000 feet of any existing residence
Mobile food vendor	RR NC VC LI HI	Shall comply with the requirements of chapter 9-13
	RA NR ER GR MR	Shall comply with the requirements of chapter 9-13 A mobile food vendor selling only ice cream may operate on public rights-of-way in residential zoning districts May operate on private property in a residential zoning district with a separate agreement with the property owner; maximum of six hours within a 24 hour period
Truck stop	AG VC LI HI	Only permitted with a conditional use permit (see section 17-3-2) near an interstate highway interchange
Office		
Television, radio, or film studio	NC VC	Shall not exceed 10,000 sq. ft. except upon issuance of a conditional use permit (see section 17-3-2)
Institutional		
Indoor assembly	NC	Shall not exceed 30,000 sq. ft.
Utilities		
Wireless communication facility	All	See chapter 17-18

17-4-4 Agricultural (AG)

A. Properties in the agricultural (AG) zoning district are regulated based on their primary use as set forth in the use matrix set forth in section 17-4-2.

B. The purpose of the AG zone is to accommodate agricultural, rural, and open space uses and related activities. This zone will minimize adverse impacts on rural and agricultural lands from development of incompatible land uses and urban encroachment.

C. Development standards:

Lot area (minimum)	5 acres
Setbacks (minimum)	Front – 40 ft.
	Side – 40 ft.
	Rear – 60 ft.
Building height (maximum)	30 ft.
	Accessory building, not for agricultural use – 30 ft.
	Accessory buildings, for agricultural use – 50 ft.
Lot coverage (maximum)	40% of the total lot area

17-4-5 Residential zoning districts R-180, R-144, R-80, R-36, R-16, R-10, R-8, R-7, R-6, R-5, R-4, and R-3

A. The R-180, R-144, R-80, R-36, R-16, R-10, R-8, R-7, R-6, R-5, R-4, and R-3 residential zones consist primarily of single-family homes, with one dwelling and accessory buildings on an individual lot.

B. The following development standards apply in the R-180, R-144, R-80, R-36, R-16, R-10, R-8, R-7, R-6, R-5, R-4, and R-3 zones:

1. Minimum lot sizes for each zone are determined by the number following the dash multiplied by one thousand square feet. For example, the minimum lot size of the R-180 zoning district is 180,000 square feet.

2. Properties are regulated based on their primary use as set forth in the use matrix set forth in section 17-4-2.

3. Only one primary use is permitted.

4. No accessory buildings may be located within the minimum front setback.

5. Lot widths and depths.

   a. Each lot must have a width-to-depth ratio of between 3.0 and 0.33. Therefore, the average depth of the lot must be at least one-third its average width, and the average width of the lot must be at least one-third its average depth.

   b. When the ratio set forth in the preceding paragraph provides a lot width or depth less than the minimum lot widths and depths set forth in table 4 (development standards per residential zone), the minimum lot widths and depths set forth in table 4 apply.

6. Utilities. All utilities must be undergrounded.

7. Table 4 (development standards per residential zone) establishes the site development standards of the residential zones (with the column headings deleting the "R-" portions of the zone designations, and where "B" signifies that the item is governed by minimum building code requirements only):

Table 4. Development standards per residential zone

Development standard	Zone R-___											
	180	144	80	36	16	10	8	7	6	5	4	3
Minimum lot width (feet)⌂	175	175	120	100	80	70	65	55	50	45	40	35
Minimum lot depth (feet)	275	200	200	100	100	95	90	85	80	77	74	70
Minimum lot boundary setbacks (feet)—												
Main building‡—												
Front	40	40	30	30	20	16	16	16	16	10	10	10
Front-loading garage	40	40	30	30	25	20	20	20	20	20	20	20
Side abutting a street	30	30	30	20	15	10	10	10	10	10	10	10
Side	30	30	30	15	10	5	5Δ	5Δ	5Δ	B	B	B

Table 4. Development standards per residential zone

Development standard	Zone R-___											
	180	144	80	36	16	10	8	7	6	5	4	3
Rear	50	50	40	30	20	15	15	15	15	10	10	10
Rear and side—covered patio structure open on at least three sides	20	20	20	10	5	5	5[Δ]	5[Δ]	5[Δ]	5[Δ]	5[Δ]	5[Δ]
Accessory building	30	30	30	20	10	5	5[Δ]	5[Δ]	5[Δ]	B	B	B
Minimum building separation (in feet) between—												
Principal buildings	20	20	20	20	15	10	10	10	10	B	B	B
Principal and accessory building	10	10	10	10	10	5	5	5	5	B	B	B
Accessory buildings	10	10	10	10	10	5	5	5	5	B	B	B
Maximum building height (feet) —												
Main building	30	30	30	30	30	30	30	30	30	30	30	30
Accessory building[†]	30*	30*	30*	25	25	25	25	25	25	25	25	25
Maximum lot coverage (percent of total lot area)[√]	40	40	40	40	50	50	50	50	50	75	75	75

[Δ] Corner lots shall be at least five feet wider than the minimum lot width of the zone to permit conformance with the required street side yard requirements and sight visibility triangles.

[‡] In subdivisions containing one or more lots 16,000 square feet or smaller, the residential design guidelines allow smaller setbacks in certain situations.

[Δ] Side setbacks of individual lots in these zones may be reduced so long as the total separation between buildings on adjacent lots is not less than ten feet.

[†]Accessory building height shall be the lesser of the actual height of the main building or the accessory building height shown here. This does not apply to accessory buildings used for agricultural purposes in the R-180, R-144, and R-80 zones.

*Accessory buildings used for agricultural purposes shall be limited to 50 feet in height.

[√]In subdivisions containing one or more lots 16,000 square feet or smaller, the residential design guidelines allow greater lot coverage in certain situations.

17-4-6 Multi-family residential (MR) zoning group

A. Description. The MR zoning group consists of the MR-1 and MR-2 zones.

B. Density. Undevelopable areas such as washes and slopes over 15% shall be excluded when calculating density in the MR zoning group net developable area.

C. Design standards. All pertinent requirements of chapter 17-8 (multi-family, commercial, and industrial design standards) apply in the MR zoning group.

D. The following development standards apply in the MR zones:

Table 5. Development standards per MR zone

Development standard	MR-1	MR-2
Density	20 units per acre minimum	20 units per acre maximum
Site setbacks (minimum)	Front – 20 ft.	Front – 20 ft.
	Side – 20 ft.	Side – 20 ft.
	Rear – 20 ft.	Rear – 20 ft.
Building height (maximum)	50 ft.	35 ft.
Lot coverage (maximum)	75% of the total lot area	70% of the total lot area
Recreational or active common area (minimum)	Apartment or condominium: 100 square feet per unit Town home or patio home: 140 square feet per unit (See section 17-5-3(B)(12))	Apartment or condominium: 100 square feet per unit Town home or patio home: 140 square feet per unit (See section 17-5-3(B)(12))
Private patio, balcony, or combination (minimum)	N/A	75 sq. ft. per unit

17-4-7 Commercial zoning districts

A. General. The commercial zoning districts are the RR, NC, and VC zones.

1. Properties are regulated based on their primary use as set forth in the use matrix set forth in section 17-4-2.

2. A single parcel may have multiple permitted uses.

B. Purpose.

1. Resort and recreation zone (RR). The resort and recreation zone provides for the development and operation of temporary lodging, recreation opportunities and associated specialized guest facilities while protecting adjacent land uses from inappropriate and adverse impacts.

2. Neighborhood commercial (NC) zone. The neighborhood commercial (NC) zone accommodates businesses serving neighborhood residential needs including retail sales and professional services and ensures compatibility with adjacent residential uses.

3. Village commercial (VC) zone. The village commercial (VC) zone is a community level commercial zone intended to provide for business serving the town and surrounding communities providing the sale of goods and services and a variety of commercial and professional activities as well as higher-density residential opportunities.

C. Landscaping: See section 17-11-7 (landscape requirements) and the landscaping provisions of chapter 17-8 (multi-family, commercial, and industrial design standards).

D. Design standards. See chapter 17-8 (multi-family, commercial, and industrial design standards).

E. The following development standards apply in the commercial zones:

Table 6. Development standards per commercial zone

Development standard	RR	NC	VC
Site area	10 acres min.	1 acre min., 20-acre max.	10 acres min.
Floor area ratio (maximum)	0.25	0.5	0.5
Density	4.36 units per acre	10 dwelling units per acre	20 dwelling units per acre
Site setbacks (minimum)[⌂]	Arterial or collector – 40 ft. Other roads – 25 ft. Side – 25 ft. Rear – 25 ft.	Front – 20 ft. Street side—20 ft. Side – 20 ft. Rear – 20 ft. Abutting residential zone property line – 25 ft.	Front 30 ft. (commercial) 20 ft. (residential) Street side 30 ft. (commercial) 20 ft. (residential) Side – 20 ft. Rear – 20 ft.
Building height (maximum)	50 ft. Accessory buildings – 40 ft. 50% height increase may be approved with a conditional use permit (see section 17-3-2, conditional use permits) Height must match adjacent parcel permitted height within 75 ft. of site property line	30 ft. Accessory buildings - 25 ft.	50 ft. (commercial) 40 ft. (residential) Accessory buildings – 30 ft.
Lot coverage (maximum)	40% of the total lot area	40% of the total area (commercial) 50% of the total area (residential)	55% of the total area
Landscape area requirements (minimum; site)	25 ft. front, street side, and abutting residential zones Street frontages require trees planted at no more than 40 ft. on center with 25% in a 24-inch box or greater Landscaping must cover at least 15% of the site Landscaping and trees must cover at least 15% of, and be evenly distributed throughout, parking areas	N/A	N/A

[⌂] When commercial or industrial development is adjacent to AG, RA, ER, NR, and GR zones or groups, side and rear setbacks must equal or exceed the height of the primary building on the site. See 17-8-2(B)(6).

17-4-8 Industrial zoning districts

A. The industrial zoning districts are the LI and HI zones. Properties in industrial zoning districts are regulated based on their primary use as set forth in the use matrix set forth in section 17-4-2.

B. Purpose.

1. Light industrial (LI). The light industrial (LI) zone provides for manufacturing, processing, research, science, engineering, wholesale trade, services, general commercial, institutional and retail sales.

2. Heavy industrial (HI). The heavy industrial (HI) zone provides for manufacturing, processing, research, science, engineering, and wholesale trade.

C. Design standards. See chapter 17-8 (multi-family, commercial, and industrial design standards).

D. Storage: Outdoor storage must be screened on all sides by opaque fencing and solid gates. In the LI zone, outdoor storage areas are only permitted as an accessory use and the total area may not exceed 20% of the floor area of the parcel's buildings.

E. The following development standards apply in the industrial zones:

Table 7. Development standards per industrial zone

Development standard	LI	HI
Site area (minimum)	One acre (no minimum lot size)	One acre (no minimum lot size)
Floor area ratio (maximum)	0.75	1.00
Site setbacks (minimum)[⌂]	Residential street – 50 ft.	Residential street – 50 ft.
	Non-residential street – 20 ft.	Non-residential street – 20 ft.
	Where abutting a residentially-zoned parcel—30 ft. or the height of the building, whichever is greater, and the entire setback shall be landscaped	Abutting a residentially-zoned parcel—30 ft. or the height of the building, whichever is greater
	All other situations – 15 ft.	All other situations—15 ft.
Building height (maximum)	50 ft.	55 ft.
Lot coverage	No maximum	No maximum

[⌂] When commercial or industrial development is adjacent to AG, RA, ER, NR, and GR zones or groups, side and rear setbacks must equal or exceed the height of the primary building on the site. See 17-8-2(B)(6).

17-4-9 Mixed-use zoning districts

A. General. The mixed-use zoning districts are the BU, DO, DT, and DN zones. Properties in mixed-use zoning districts are regulated primarily on the physical form, intensity, character, and size of buildings

and uses. Use restrictions in the mixed-use zoning districts are found in the use matrix set forth in table 8 below.

B. Purpose. The mixed-use zoning districts promote walkable, compact, downtown and neighborhood development. The zones will vary the intensity of land use, variety of land uses, scale and size of buildings, and other factors according to the context.

1. The BU zone is implemented through a blended-use plan, approved with the rezoning to BU, comprised of a combination of the three intensities described below and regulated by section 17-4-11.

   a. Low intensity: Consists of single-family residential areas, with some mix of uses, home occupations, and accessory buildings.

   b. Medium intensity: Consists of a mix of uses but is primarily blended density residential. It contains a wide range of building types—houses, courtyard housing, townhouses, duplexes, triplexes, small apartment buildings, and live-work units.

   c. High intensity: Consists of higher density mixed-use buildings that accommodate retail, offices, institutions, and apartments or condominiums.

2. The DT and DN zones are implemented through a downtown implementation plan, submitted by one or more owners of land located in the DO district. Until submission and approval of a downtown implementation plan, the underlying zoning entitlements remain in place. Upon town approval of a downtown implementation plan, the underlying zoning entitlements are replaced with the zoning entitlements set forth in the DT and DN zones.

C. Use. Mixed-use districts are subject to the requirements of table 8 below, where the notations have the following meanings:

1. "P" means the use is permitted subject to design standards.

2. "A" means the use is permitted as an accessory use located on the same lot with a permitted use.

3. "C" means the use is allowed upon approval of a conditional use permit (see section 17-3-2).

4. "U" means the use is allowed upon meeting the conditions set forth in table 9 below.

5. "T" means the use is allowed upon approval of a temporary use permit (see section 17-3-3).

6. "X" means the use is prohibited.

D. Uses not mentioned.

1. General presumption. Uses not listed in Table 8 and not otherwise prohibited by law shall be presumed to be permitted subject to the conditions and restrictions that apply to the most similar use, as determined by the planning manager. A use shall be prohibited only if the planning manager determines that the use is not similar to any listed use.

2. Planning manager determination. In making the determination required by paragraph 17-4-9 D. 1 above, the planning manager shall use as a guide the most recently published north American industry classification system as established by the United States census bureau.

3. Notice of determination. The planning manager's determination under paragraph 17-4-9 D. 1 above shall be filed in the office of the town clerk, with copies provided to the council and manager.

4. Ratification or modification. The planning manager's determination may be ratified or modified by legislative action of the town council upon recommendation by the planning commission.

5. No similar uses. If the planning manager determines that a similar use does not exist, the planning manager may submit an amendment to this section to establish a specific listing for the use in question by legislative action of the town council upon recommendation by the planning commission.

Table 8. Mixed-use zoning district use matrix

	Blended use zone (BU) intensity			Downtown overlay (DO)	
Use	**Low**	**Medium**	**High**	**DN**	**DT**
Residential					
Single-family detached	P	P	X	P	X
Two-family	P	P	X	P	X
Three-family	X	P	P	P	P
Townhouse	X	P	P	P	P
Multi-family	X	U	P	U	P
Live-work	X	P	P	P	P
Accessory dwelling	P	P	P	P	P
Detached accessory structure	A	A	A	A	A
Group home	C	C	C	C	C
Home occupation	A	A	A	A	A
Model home	A	A	A	A	A
Modular home	C	X	X	X	X
Sales office	T	T	P	T	P
Sports court, unlighted	A	A	A	A	X
Civic space					
Park	P	P	U	P	U
Green	P	P	U	P	U
Square	P	P	P	P	P
Plaza	X	P	P	P	P
Multipurpose field	P	P	X	P	X
Playground	P	P	P	P	P
Community garden	P	P	P	P	P
Agricultural					
Corral, barn, or other animal-keeping structure	A	X	X	X	X
Greenhouse	P	U	U	U	U
Kennel	A	X	X	X	X
Stables	A	X	X	X	X
Lodging					
Bed and breakfast	U	U	X	U	P
Hotel	X	X	P	U	P
Resort	X	X	P	U	X
Entertainment					
Adult entertainment	X	X	X	X	X
Bowling center	X	X	P	X	P
Theater, excluding drive-in	X	X	P	X	P

Table 8. Mixed-use zoning district use matrix					
	Blended use zone (BU) intensity			Downtown overlay (DO)	
Use	**Low**	**Medium**	**High**	**DN**	**DT**
Automotive					
Automobile service facility	X	X	C	X	X
Automobile fuel station	X	X	C	X	X
Auto sales	X	X	X	X	X
Car wash	X	X	C	X	X
Drive-thru facility	X	X	C	X	X
Office					
Live-work	U	U	P	U	P
Office	U	U	P	U	P
Service					
Business service	X	U	U	U	U
Commercial laundry	X	X	U	U	X
Child care home provider	P	P	P	P	X
Day care center	C	C	C	C	C
Donation bin	X	X	X	X	X
Financial institution	X	X	U	U	U
Hospital	X	X	P	X	X
Medical clinic	X	U	U	U	C
Medical marijuana dispensary	X	X	C	X	C
Mini-storage	X	X	X	X	X
Personal service	X	P	P	P	P
Veterinary clinic	X	X	U	C	C
Retail					
Bar, pub, tavern, micro-brewery	X	U	U	U	U
Live-work	X	P	P	P	P
Package liquor store	X	X	U	X	U
Restaurant	X	U	U	U	U
Retail facility	X	U	U	U	U
Institutional					
Cemetery or mausoleum	U	U	X	U	X
Club or meeting hall	X	U	U	X	X
Funeral home	X	U	U	U	U
Museum	X	U	U	U	U
Place of worship	U	U	U	U	U
Education					
Elementary or middle school	U	U	U	U	X
High school	X	U	U	U	X
Utilities					
Communications facility	C	C	C	C	C

Table 8. Mixed-use zoning district use matrix					
	Blended use zone (BU) intensity			Downtown overlay (DO)	
Use	Low	Medium	High	DN	DT
Utility facility	C	C	C	C	C

6. Multiple uses. Multiple uses within a single site or building are permitted in all mixed-use districts and areas.

7. Conditional uses. Conditional uses listed in table 8 above are limited for size or intensity per table 9 below.

Table 9. Conditions per area			
	BU low intensity	BU medium intensity; DN	BU high intensity; DT
Civic space	None	None	Parks and greens permitted along the perimeter
Agricultural	Not applicable	On-site parking may not exceed 20 spaces	On-site parking may not exceed 30 spaces
Residential	Not applicable	Six dwelling units maximum	No maximum
Lodging	Six rooms maximum	12 rooms maximum	No maximum
Office	600 sq. ft. maximum	6,000 sq. ft. per floor maximum	No maximum
Service & retail	Not applicable	10,000 sq. ft. maximum; no open storage	30,000 sq. ft. maximum; no open storage
Institutional	On-site parking may not exceed 20 spaces	On-site parking may not exceed 30 spaces	On-site parking may not exceed 50 spaces
Education	Not applicable	Childcare facilities may have no more than four parking spaces; elementary schools may not exceed five acres unless playground has 24-hour access	

E. Civic space. The purpose of civic space is to ensure civic amenities are appropriate in type and location. Civic space is required per the standards below.

1. At least 5% of the net developable area of all blended-use plans and of downtown implementation plans five acres or larger must be dedicated to civic space.

2. Civic spaces are identified and located in the blended-use plan or downtown implementation plan, and are permitted by location per table 8 above.
3. Each blended-use plan or downtown implementation plan 40 acres or more in area must have at least one green, square, or plaza (see 2, 3, or 4 of table 10). The main civic space must be located within 800 feet of the geographic center of the plan and may be adjusted up to 25% in length from the center by the planning manager for topographical conditions, or existing street alignment.
4. A square or plaza (3 and 4 of table 10) must have a minimum of 50% of its perimeter bounded by streets.
5. Civic spaces are designed per table 10.

Table 10. Civic space types

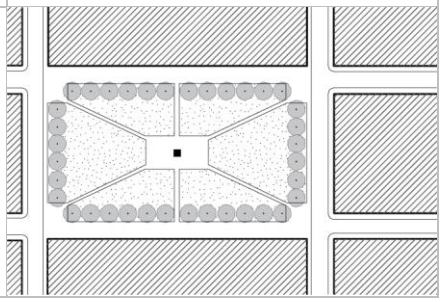
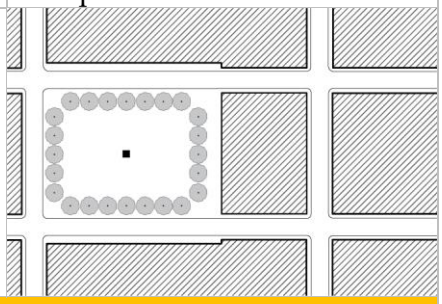
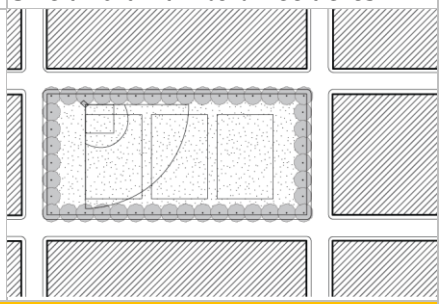
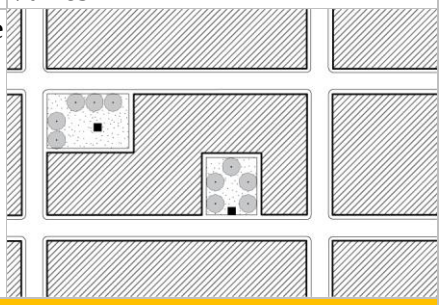
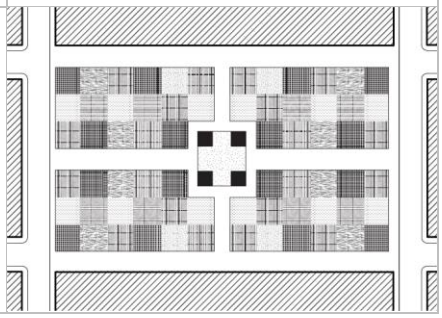
1. Park	
Area	Three acres, minimum
Standard: A space independent of surrounding buildings. Landscape must consist of paths and trails, fields, and open shelters, all naturalistically disposed.	
2. Green	
Area	One to five acres
Standard: An open space spatially bounded by landscaping rather than buildings. Character consists of landscaping and trees, naturalistically disposed.	
3. Square	
Area	One-half to five acres
Standard: An open space spatially bounded by buildings. Landscape consists of paths, landscaping and trees, formally disposed. Squares are located at the intersection of major streets.	

Table 10. Civic space types	
4. Plaza	
Area	One-quarter to four acres
Standard: A plaza is formed by building fronts. Landscape consists primarily of pavement. Shade is required for 30% of the space. Plazas must be located at the intersection of major streets.	
5. Neighborhood multipurpose field	
Area	One and a half to three acres
Standard: There must be a 20-ft. clear zone at the perimeter landscaped with canopy trees. If adjacent to a street, the street trees may provide the required shade. The multipurpose field may also serve as a stormwater basin.	
6. Playground	
Area	Varies
Standard: A playground must be fenced and may include an open shelter or shade structure. Playgrounds are located within residential areas and may be placed within a block or as part of another civic space.	
7. Community garden	
Area	Varies
Standard: Community gardens consist of land used for the cultivation of fruits, vegetables, plants, flowers, or herbs by multiple users.	

F. Development standards.

1. Site standards.

a. Setbacks. Buildings must be set back from parcel boundaries according to table 16, table 17, table 18, table 19, and table 20 below.

b. Lot coverage. Lot coverage by buildings is limited to the maximum percentage specified in to table 16, table 17, table 18, table 19, and table 20 below.

c. Yards. Yard types must be assigned according to table 11 below.

d. Landscaping. Landscaping is subject to the requirements of table 11, table 16, table 17, table 18, table 19, and table 20 below. Where the minimum number of required trees cannot be reasonably planted in a yard, they may be accommodated with additional streetscape improvements.

e. Buffers are not required within blended-use plans or downtown implementation plans, except as specifically required by table 16, table 17, table 18, table 19, and table 20 below. Street frontage buffers are not required in blended-use plans or downtown implementation plans.

Table 11. Yard types

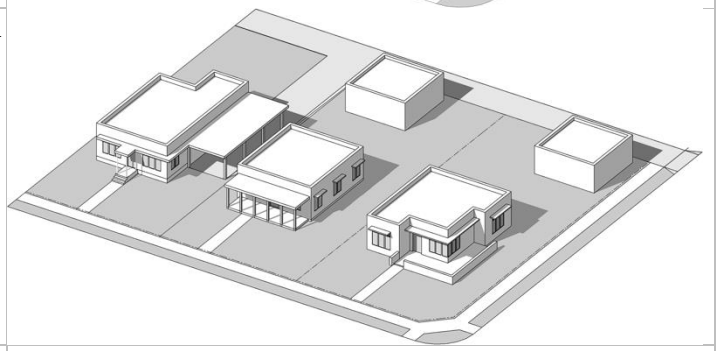
1. Common	
Illustration (BU low intensity)	
Illustration (BU medium intensity; DN)	
Planting	See table 16, table 17, table 18, table 19, and table 20; trees should shade the sidewalk
Surface	70% minimum must be landscaped; paving is limited to sidewalks and driveways
Walkways	One per street frontage; must access building entries
Fencing	Not permitted

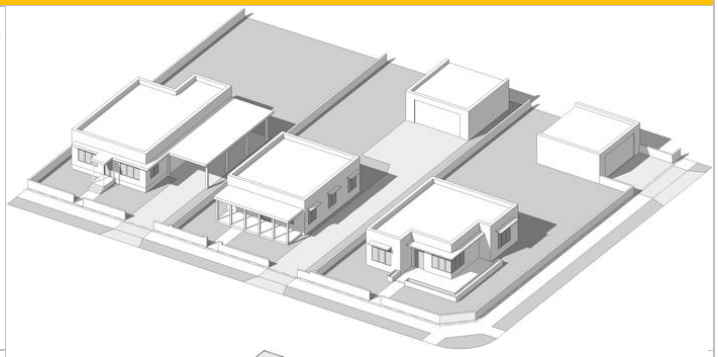
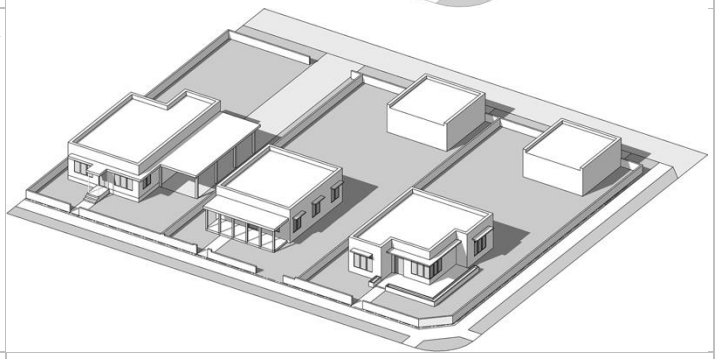
Table 11. Yard types	
2. Fenced	
Illustration (BU low intensity)	
Illustration (BU medium intensity; DN)	
Planting	See table 16, table 17, table 18, table 19, and table 20; trees should shade the sidewalk
Surface	50% minimum must be landscaped; paving is limited to sidewalks and driveways
Walkways	One per street frontage; must access building entries
Fencing	Required at or along all property lines; three feet minimum and four feet maximum in height
3. Shallow	
Illustration	
Planting	See table 16, table 17, table 18, table 19 and table 20
Surface	Landscaped in BU medium and DN; paved in BU high and DT (vegetation is permitted in raised containers)
Walkways	One per building entry
Fencing	Permitted at building setback line or at outdoor seating areas; three feet maximum in height

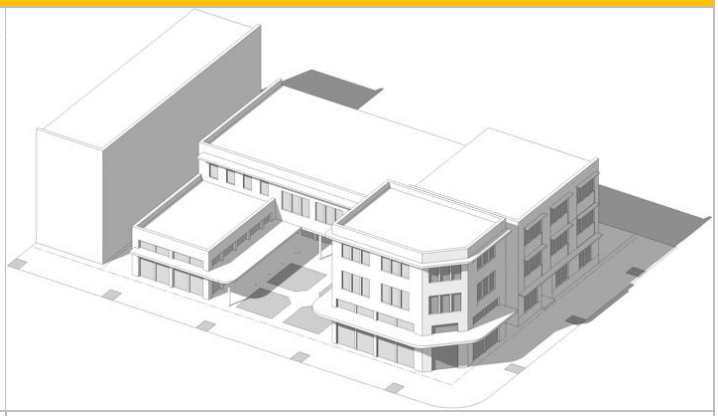
Table 11. Yard types	
4. Urban	
Illustration	
Planting	Not applicable
Surface	Must be paved; vegetation is permitted in raised containers
Walkways	Not applicable
Fencing	Permitted outdoor seating areas only; three feet maximum in height
5. Pedestrian forecourt	
Illustration	
Planting	Not applicable
Surface	Must be paved; vegetation is permitted in courtyard or containers
Fencing	Permitted outdoor seating areas only; three feet maximum in height
Area	1,800 sq. ft. maximum
Activation	Must be bordered by habitable spaces on three sides, or on two sides at corner sites

Table 11. Yard types	
6. Vehicular forecourt	
Illustration	
Planting	Not required
Surface	Driveway must be paved; the remainder of the yard may be paved or landscaped
Fencing	Permitted outdoor seating areas only; three feet maximum in height
Area	3,000 sq. ft. maximum
Activation	Must be bordered by habitable spaces on three sides, or on two sides at corner sites

f. Parking location. Parking on the site must comply with the following:

i. Parking is required to be behind the building.

ii. Parking must be accessed from an alley or rear lane in the BU medium and high intensity areas and in the DN and DT zones.

iii. Open parking areas must be screened from the street by a building or streetscreen.

iv. A streetscreen must have openings no wider than the driveway or sidewalk, plus a setback of 18 inches at driveway intersections.

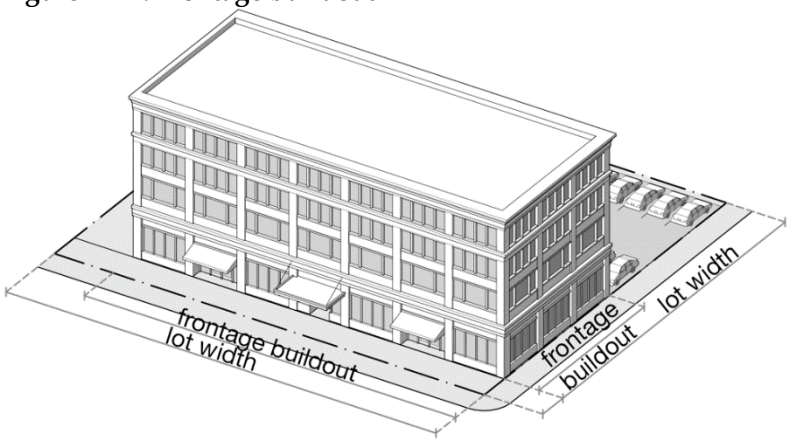
v. A streetscreen shall be no less than 42 inches and no more than six feet in height.

g. Parking requirements. No minimum parking requirements apply in the mixed-use zones. Maximum parking requirements apply to certain uses (see table 9).

2. Building standards.

a. Minimum frontage buildout. Building facades must be built along the prescribed length of each street frontage as regulated by table 16, table 17, table 18, table 19, and table 20 and as illustrated in figure 17-a.

Figure 17-A. Frontage buildout



b. Height. Building heights are measured in stories with the following restrictions:

i. Stories are measured from finished floor to finished ceiling.

ii. Stories may not exceed 14 feet in height, except that a commercial use on the first floor has a minimum height of 12 feet and a maximum height of 25 feet.

iii. Height limits do not apply to attics or raised basements, masts, belfries, clock towers, chimney flues, water tanks, or elevator bulkheads.

iv. Edge conditions. Height is limited to adjacent parcel zoning height within 50 feet of the lot line in all mixed-use zones.

c. Equipment screening. All outdoor electrical, plumbing, and mechanical equipment must be located behind the front facade, or concealed from street view with a screen or wall.

d. Accessory dwelling. The habitable area of an accessory dwelling may not exceed 800 sq. ft. or 30% of a principal dwelling, whichever is greater. Garages are not considered habitable area.

e. Facades

i. The facade must conform to table 12 and is permitted as specified by table 16, table 17, table 18, table 19, and table 20.

ii. Building entries must be provided as follows:

a) The main entrance to the principal building must be located on the primary facade.

b) One entry must be provided for every 80 feet of facade leading to habitable space.

1) Buildings on corner lots are exempt from entry frequency requirements if the facade is under 50 feet in length.

iii. Glazing.

a) At least 15% of each story of each facade must be glazed with clear glass.

b) At least 50% of the first story of buildings facing Marana Main Street must be glazed with clear glass.

c) Additional glazing requirement apply to shopfronts per table 12.

iv. Buildings may include multiple facade types along their length, each type no less than 30 feet in width.

v. A shopfront is required for all ground floor commercial uses in the BU high intensity area and in the DT zone except for lodging and office.

Table 12. Facade types

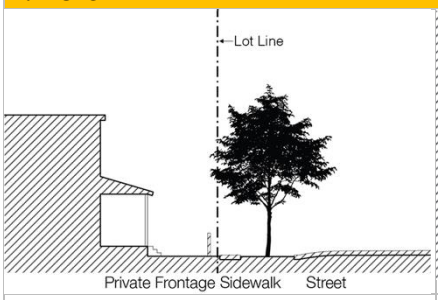
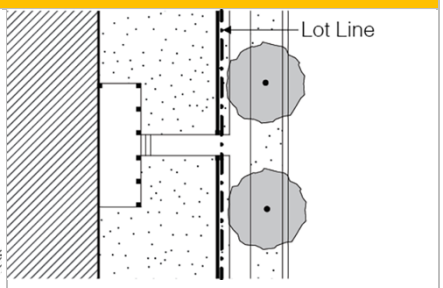
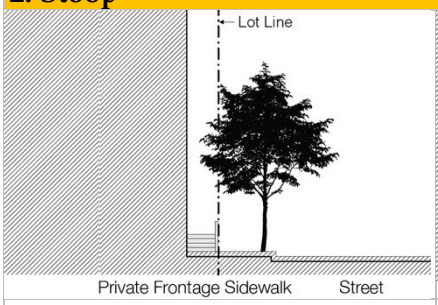
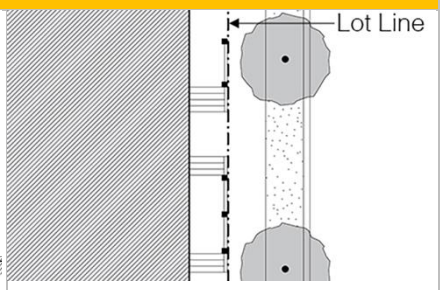
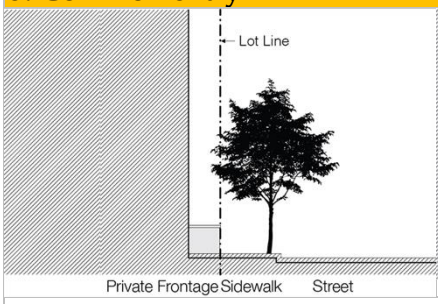
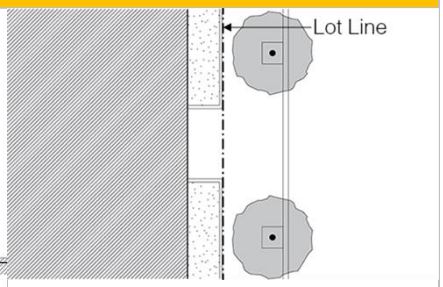
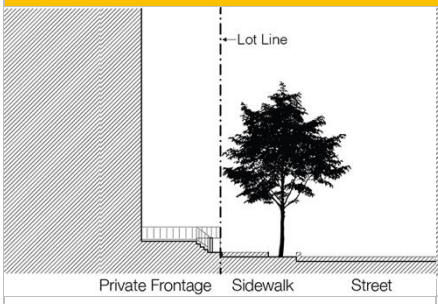
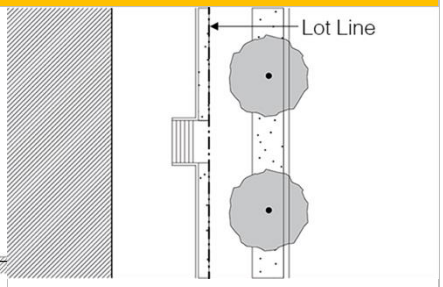
1. Porch	
	
Requirement	Minimum depth of six feet
2. Stoop	
	
Requirement	Minimum of one foot above highest adjacent sidewalk grade
3. Common entry	
	
Awnings and canopies should encroach into the right-of-way	
4. Terrace	
	
Requirement	Minimum eight inches above highest adjacent sidewalk grade

Table 12. Facade types	
5. Shopfront	
	
Requirement	At least 50% of each ground floor facade must be glazed with clear glass
6. Gallery	
	
Requirements	• At least 50% of each ground floor facade must be glazed with clear glass • Must be at least eight feet deep with at least ten feet of vertical clearance

17-4-10 Mixed-use streets

The requirements of this section, rather than the town's subdivision street standards manual, apply within the BU, DN, and DT zones.

A. Centerlines of offset thoroughfares entering onto a collector or arterial must be at least 300 feet apart.

B. Streets must connect to other streets, forming a network. The planning manager is authorized to permit a deviation to this requirement, thereby allowing a dead-end street terminating in a cul-de-sac, consistent with the following requirements:

1. The planning manager, in consultation with the town engineer, makes one or more of the following determinations:

   a. The physical terrain will make connection to other streets cost-prohibitive or unsafe.

   b. Existing development physically blocks connection to other streets.

   c. Access restrictions or standard traffic engineering considerations make connection impossible or unsafe.

2. Connectivity for bicycles and pedestrians should be created and maintained whenever possible, even when there is no vehicular connectivity.

3. No cul-de-sac may exceed the greater of 300 feet to the center of the bulb or one-half block in length.

C. Block standards.

1. Blocks consist of lots surrounded by streets.

a. Lengths of block faces may not exceed the maximum length of a block face, measured along lot lines, per table 13, except the planning manager may increase the maximum length by up to 10% to accommodate specific site conditions.

Table 13. Maximum block face length

Zone or Intensity	Length in feet
BU low intensity	500
BU medium intensity	400
BU high intensity	300
DT	300
DN	400

b. Where two or more zones or intensities occur on the same block face, the block face length may not exceed the shortest required length.

2. The planning manager may exempt blocks adjacent to undeveloped land, areas unsuitable for development, or pre-existing incomplete blocks from a limitation on block length.

3. Block faces exceeding 500 feet must be subdivided with a sidewalk extending through the block that is 12 feet wide, minimum.

4. Rear alleys are required for medium and high intensity areas in the BU zone and in DT and DN zones. Rear alleys are not mandatory where the rear lot lines are at the edge of the site to be subdivided or where the block has been previously subdivided.

D. Intersection sight visibility distances are determined based on the subdivision street standards, except that sight visibility zones are not required for mixed-use zone intersections controlled by a traffic signal or stop sign.

E. Streets in mixed-use zones must be designed as follows:

1. Streets classified as arterials shall use the avenue street cross section (table 14, cross section 1)

2. Streets classified as collectors shall use the avenue or street cross section (table 14, cross section 1, 2, 3, or 4).

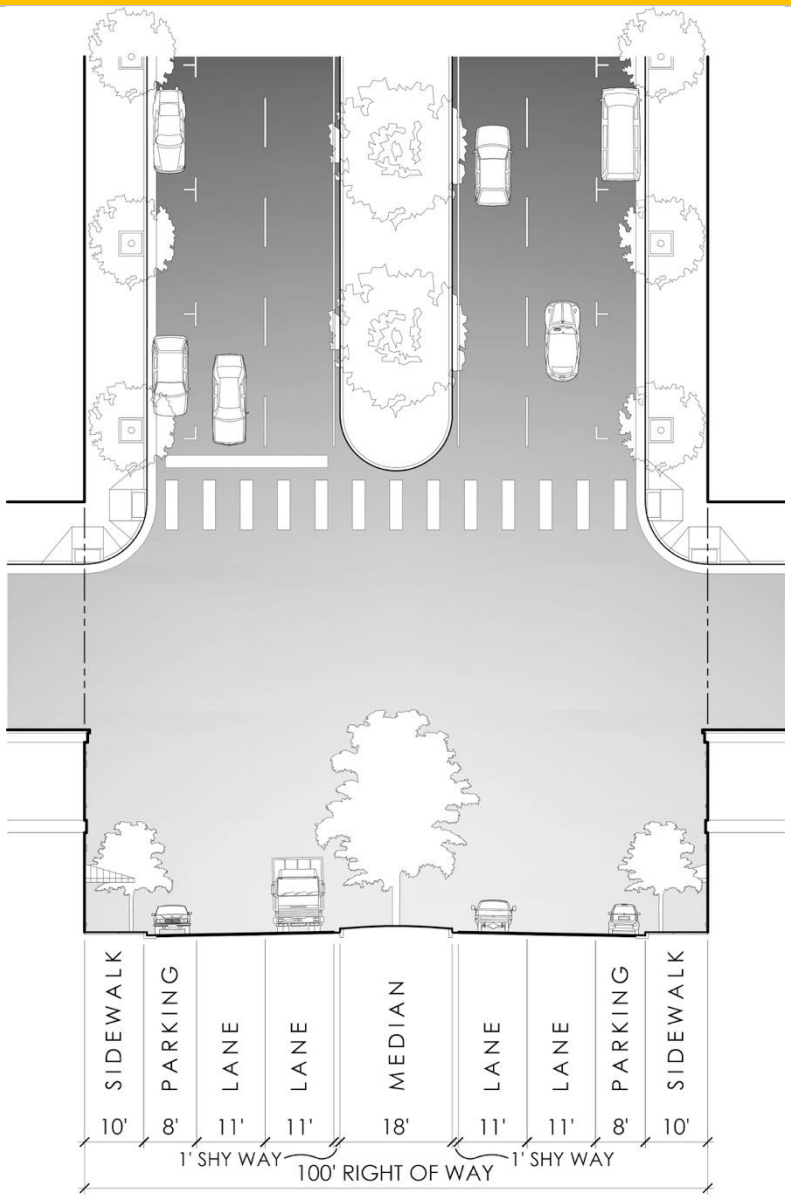
3. Streets classified as local roadways shall use the street cross section (table 14, cross section 2, 3, or 4).

4. As an alternative to the above, streets in the BU high intensity area and in the DT zone may use the commercial street—mixed parking or parking plaza street cross sections (table 14, cross section 7 or 8).

5. The alley cross section (table 14, cross section 5) may be used for secondary, service, or parking access.

Table 14. Mixed-use street cross sections

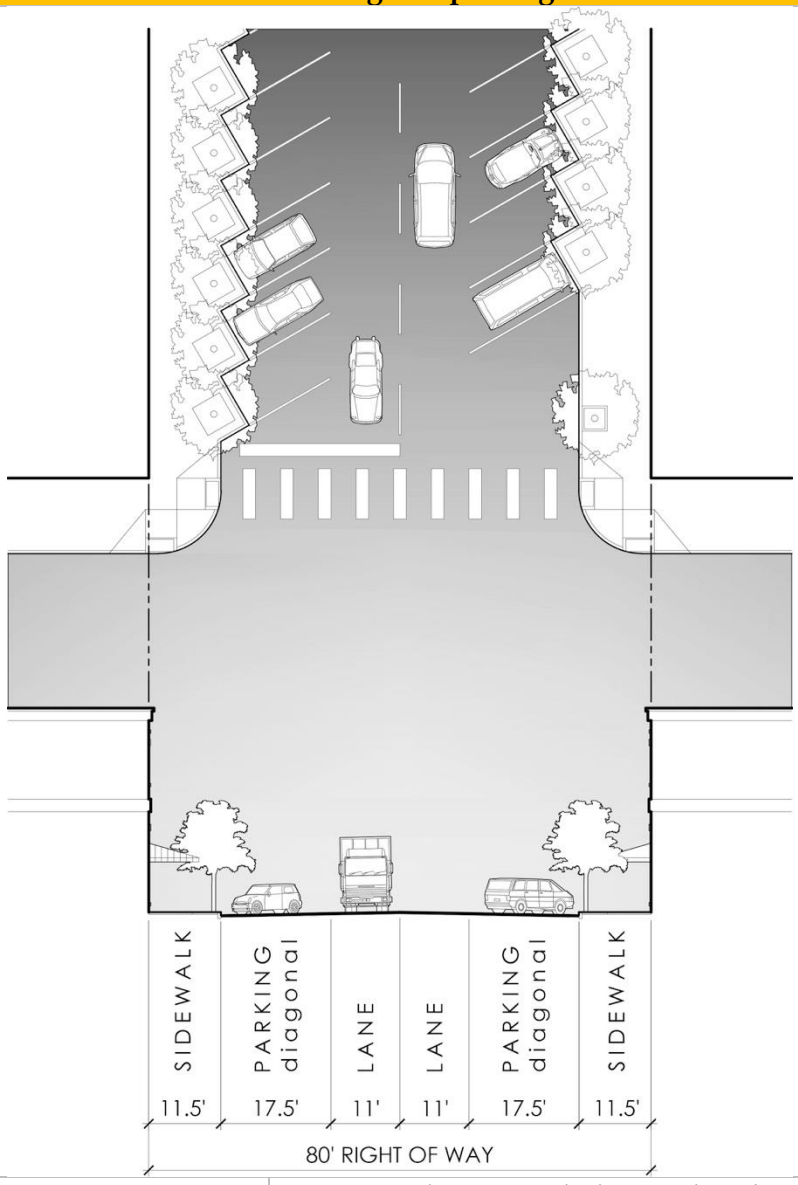
1. Avenue



Street type	Avenue
Right-of-way width	100 feet
Pavement width	62 feet total (31 feet each)
Movement	Free movement, inner lanes
Travel lanes	Four
Parking lanes	Parallel both sides, eight feet
Curb radius, effective	Ten feet
Walkway type	Sidewalk, ten feet
Planter type	Four-foot by seven-foot tree well
Curb type	Vertical, with gutter
Street trees	Maximum 30 feet on center

Table 14. Mixed-use street cross sections

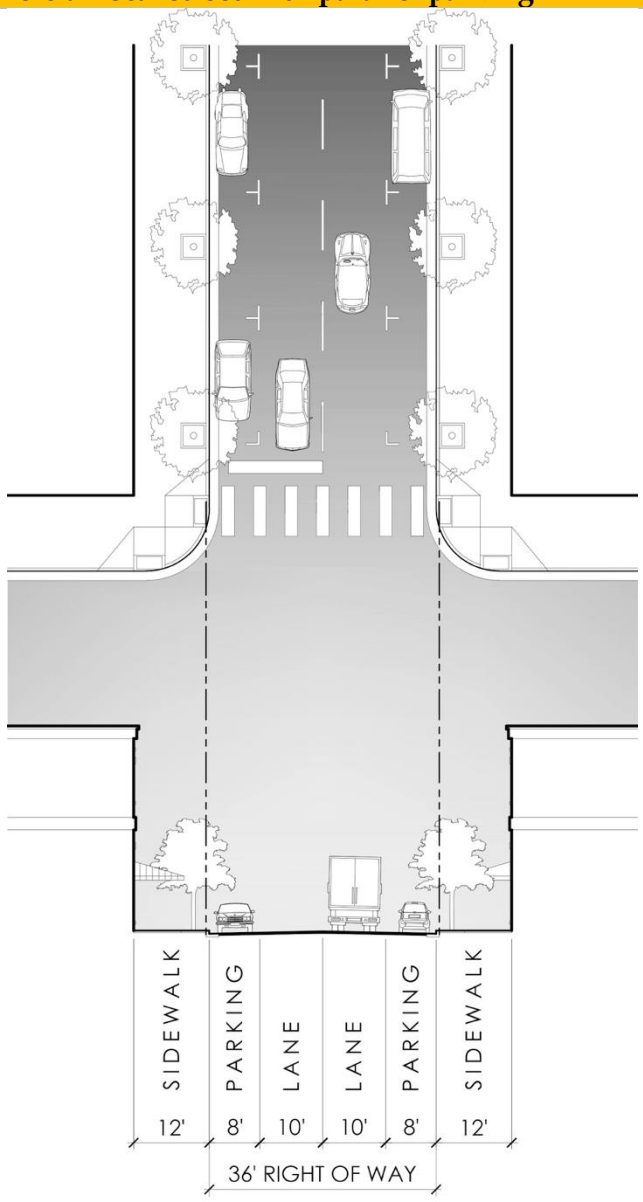
2. Commercial street with diagonal parking



Street type	Commercial street with diagonal parking
Right-of-way width	80 feet
Pavement width	57 feet
Movement	Free movement
Travel lanes	Two
Parking lanes	Diagonal both sides, 17.5 feet
Curb radius, effective	Ten feet
Walkway type	Sidewalk, 11.5 feet
Planter type	Four foot by seven foot tree well
Curb type	Curb with gutter and/or ribbon gutter
Street trees	Maximum 30 feet on center

Table 14. Mixed-use street cross sections

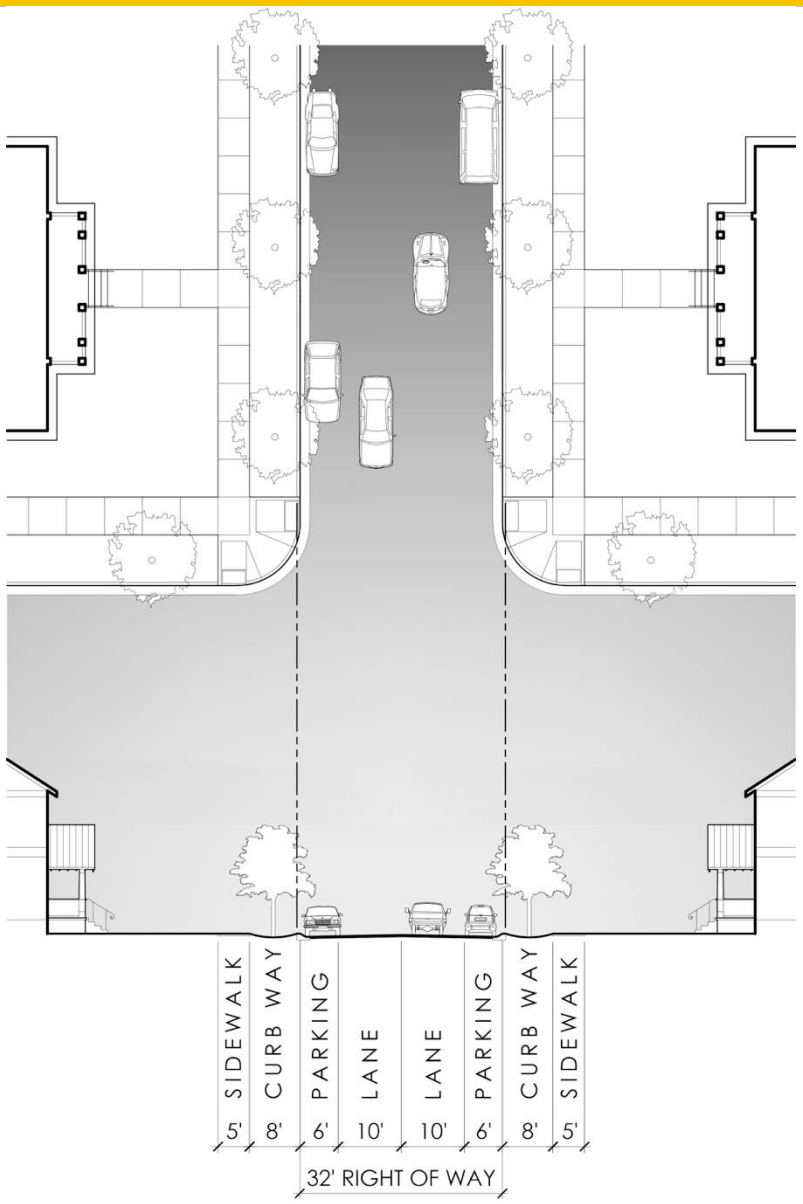
3. Commercial local street with parallel parking



Street type	Commercial local street with parallel parking
Right-of-way width	36 feet; utility and access easement in the sidewalks
Pavement width	36 feet
Movement	Free
Travel lanes	Two
Parking lanes	Parallel both sides, eight feet
Curb radius, effective	Ten feet
Walkway type	Sidewalk, 12 feet
Planter type	Four-foot by seven-foot tree well
Curb type	Vertical, with gutter
Street trees	Maximum 30 feet on center

Table 14. Mixed-use street cross sections

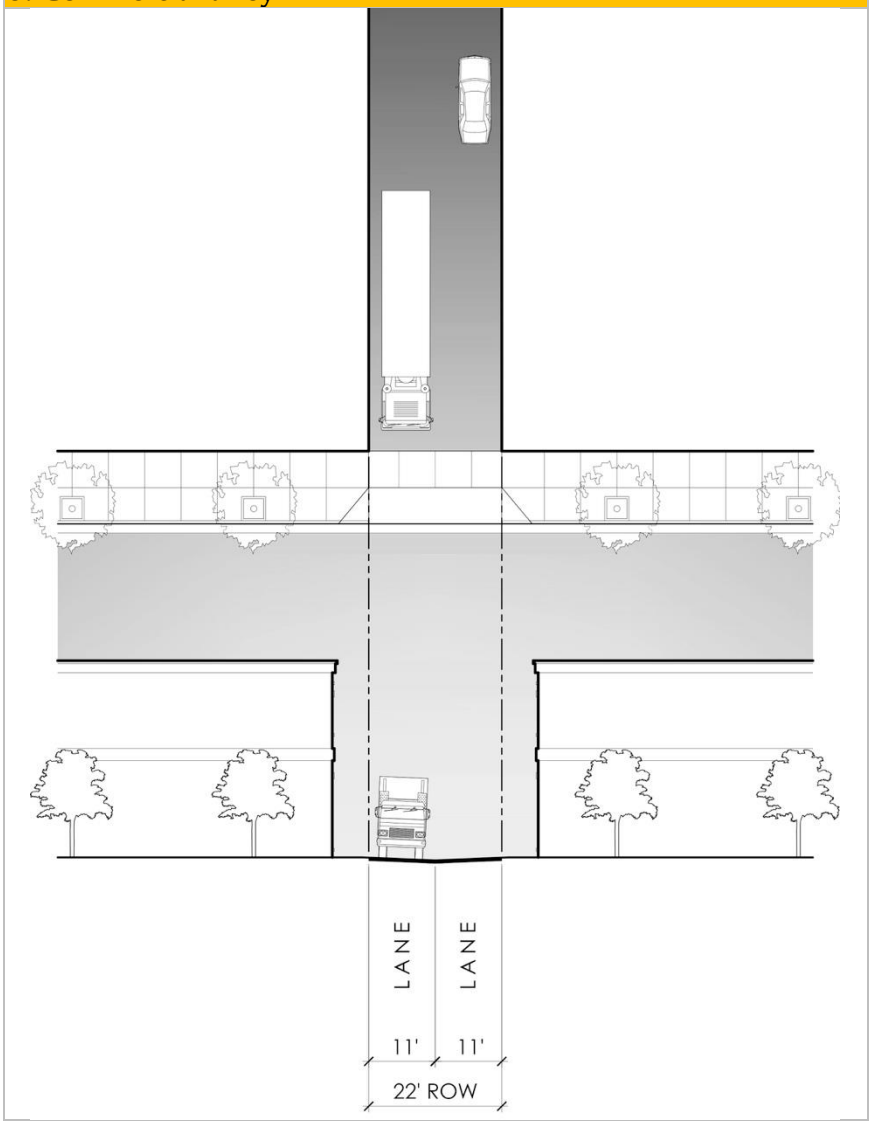
4. Street



Street type	Street
Right-of-way width	32 feet; utility and access easement in curb ways
Pavement width	32 feet
Movement	Slow
Travel lanes	Two
Parking lanes	Parallel both sides, six feet. Omit mid-block for 40 foot long staging area.
Curb radius, effective	Ten feet
Walkway type	Sidewalk, five feet
Planter type	Curbway, eight feet landscaped
Curb type	Mountable, with gutter
Street trees	Maximum 40 feet on center

Table 14. Mixed-use street cross sections

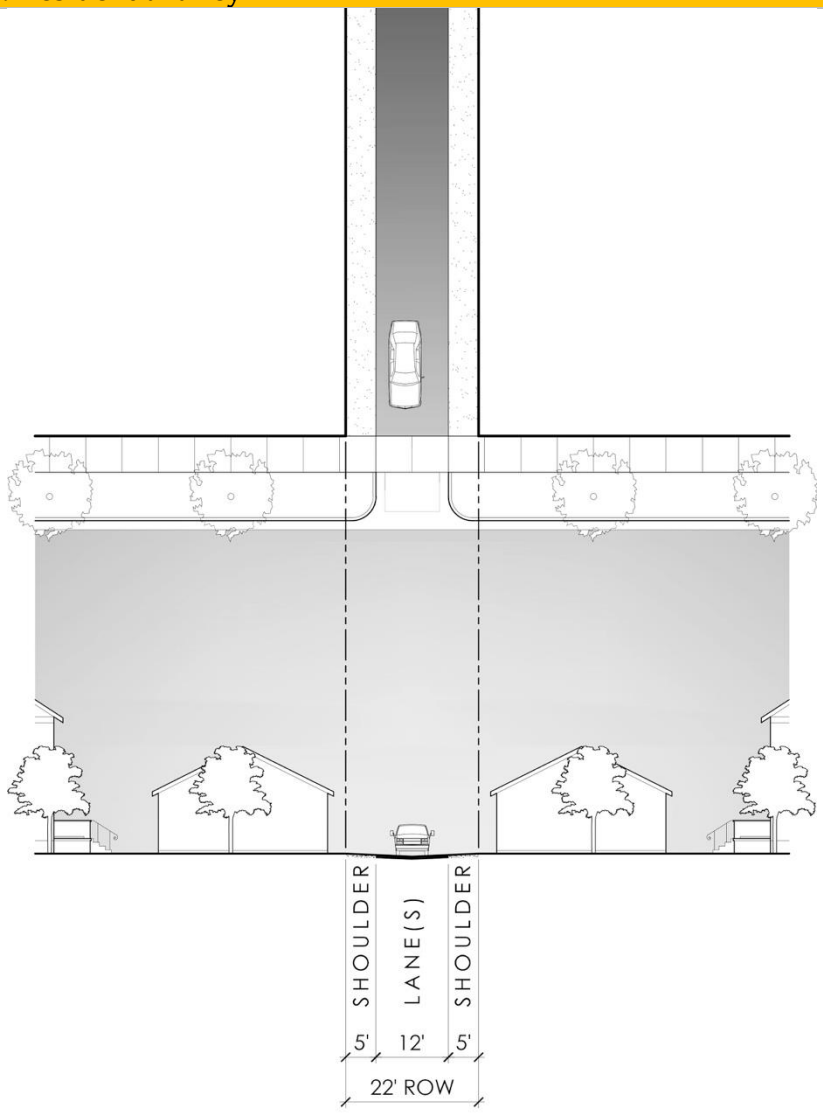
5. Commercial alley



Street type	Commercial alley
Right-of-way width	22 feet
Pavement width	11 feet
Movement	Slow
Travel lanes	Two
Parking lanes	None
Curb radius	Four feet chamfer
Walkway type	Not applicable
Planter type	Not applicable
Curb type	Not applicable
Landscape	Not applicable

Table 14. Mixed-use street cross sections

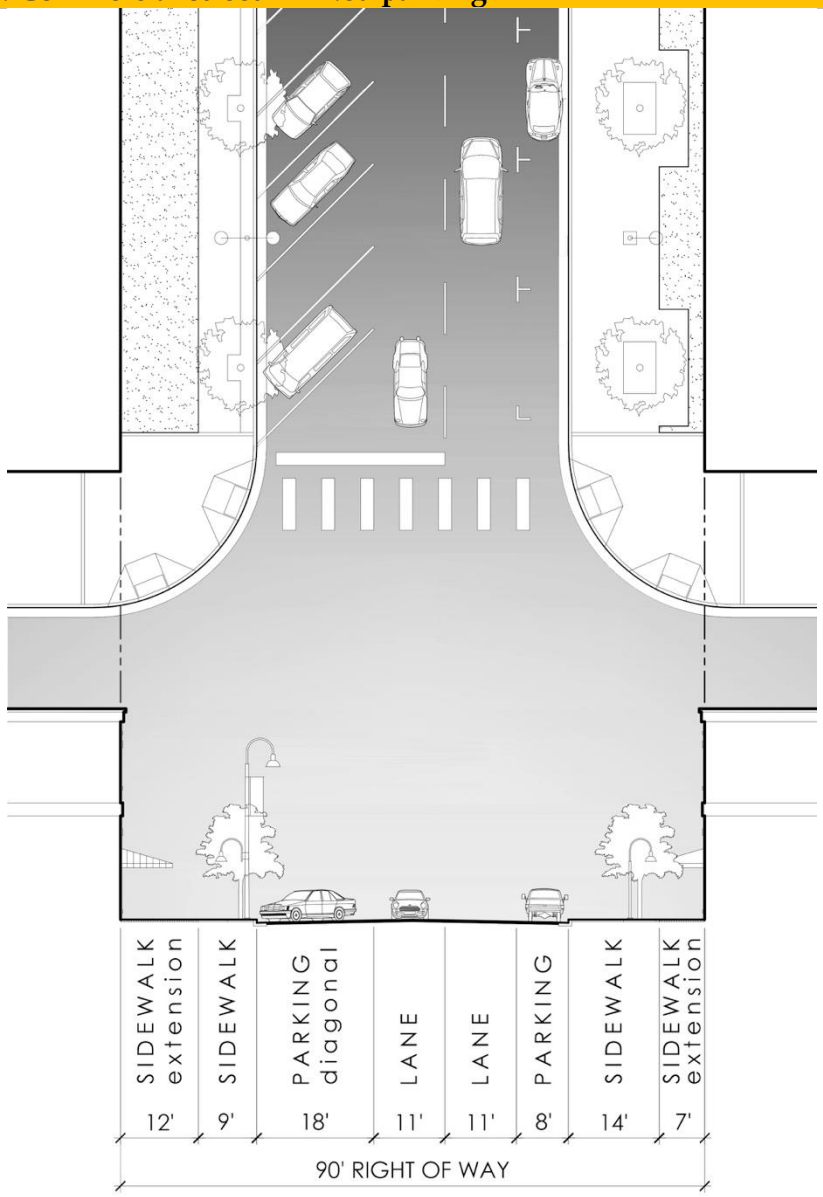
6. Residential alley



Street type	Residential alley
Right-of-way width	22 feet
Pavement width	12 feet
Movement	Yield
Travel lanes	One
Parking lanes	None
Curb radius	Four feet
Walkway type	Not applicable
Planter type	Not applicable
Curb type	Not applicable
Landscape	Not applicable

Table 14. Mixed-use street cross sections

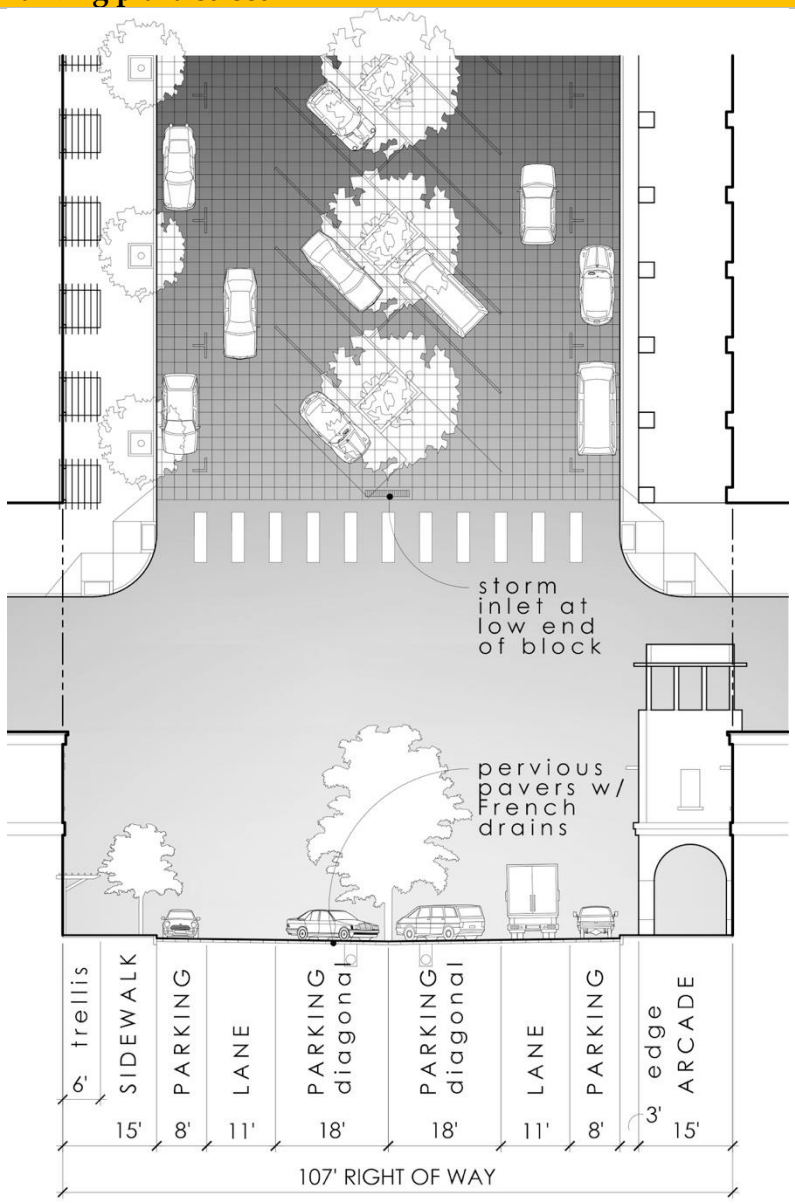
7. Commercial street—mixed parking



Street type	Commercial street—mixed parking
Right-of-way width	90 feet
Pavement width	48 feet
Movement	Free
Travel lanes	Two
Parking lanes	Diagonal, 18 feet; parallel, 8 feet
Curb radius, effective	Ten feet; 25 feet at existing intersections
Walkway type	Sidewalk, 21 feet
Planter type	Tree well, varies
Curb type	Vertical, with gutter
Street trees	Maximum 40 feet on center

Table 14. Mixed-use street cross sections

8. Parking plaza street



Street type	Parking plaza street
Right-of-way width	107 feet
Pavement width	74 feet pervious pavers
Movement	Free
Travel lanes	Two
Parking lanes	Diagonal, 18 feet center; parallel, eight feet sides
Curb radius, effective	Ten feet; 25 feet at existing intersections
Walkway type	Sidewalk, 15 feet
Planter type	4 ft. x 4 ft. tree well, 6 ft. x 9 ft. center wells
Curb type	Vertical
Street trees	Maximum 40 feet on center

17-4-11 Blended-use (BU)

The blended-use zoning district may be applied by process of rezoning to any parcel 40 acres or greater. The approval of rezoning to BU adopts the blended-use plan submitted by the applicant in conformance with this section and section 0 (⌂ when commercial or industrial development is adjacent to ag, ra, er, nr, and gr zones or groups, side and rear setbacks must equal or exceed the height of the primary building on the site. see 17-8-2(b)(6).

mixed-use zoning districts).

A. Blended-use neighborhood types.

1. Aldea. This blended-use neighborhood type consists of no less than 40 acres and no more than 80 acres.
2. Pueblo. This blended-use neighborhood type has no less than 80 acres, and no more than 200 acres.

B. Multiple neighborhoods must be developed under a single application on properties larger than 200 acres.

C. Intensities. Aldeas and pueblos are comprised of land assigned to intensities rather than uses. The minimum and maximum percentage of the blended-use plan's total land area to be assigned to each intensity is given in table 15 below.

Table 15. Neighborhood areas

	Low intensity	Medium intensity	High intensity
Aldea	0 – 45%	25 – 75%	0 – 35%
Pueblo	0 – 30%	40 – 70%	0 – 30%

D. Development standards per intensity area.

Table 16. Low intensity

Lot width	60 feet minimum, 120 feet maximum
Frontage buildout	Not applicable
Lot coverage	50% maximum
Setbacks	Front, primary – 20 feet minimum
	Front, secondary – 15 feet minimum
	Side – ten feet minimum
	Rear – 12 feet minimum, five feet minimum for accessory buildings
	Parking or enclosed storage – 20 feet behind front facade
Building height	Two stories maximum
Yard	Common Fenced
Facades	Porch Stoop

Table 16. Low intensity	
Encroachments	Porch or patio – 40% of setback maximum, but no more than 8 feet
	Balcony or bay window – 20% of setback maximum, but no more than four feet
Landscaping	Two trees required for every 60 feet of lot width

Table 17. Medium intensity	
Lot width	24 feet minimum, 96 feet maximum
Frontage buildout	60% minimum at setback
Lot coverage	70% maximum
Setbacks[⌂]	Front, primary – six feet minimum, 18 feet maximum
	Front, secondary – six feet minimum, 18 feet maximum
	Side – none
	Rear – three feet minimum
	Parking or enclosed storage – 20 feet behind front facade, with access from alley or rear lane (see paragraph 17-4-9 F. 1. f above)
Buildings height	Three stories maximum
Yard	Fenced Shallow
Facades	Porch Stoop Terrace Common entry
Encroachments	Porch, patio or stoop – 60% of actual setback, but no more than eight feet
	Balcony or bay window – 20% of actual setback, but no more than four feet
Landscaping	Minimum ten-foot landscaped buffer abutting non-mixed-use residential zones Minimum of one tree for every 40 feet of lot width (in addition to street trees)
Parking lots	Must have a minimum of 15% landscaped area, evenly distributed throughout the parking lot and adjacent to buildings Landscaped islands must provide one tree for every six parking stalls

[⌂]When commercial or industrial development is adjacent to AG, RA, ER, NR, and GR zones or groups, side and rear setbacks must equal or exceed the height of the primary building on the site. See 17-8-2(B)(6).

Table 18. High intensity	
Lot width	18 feet minimum, 180 feet maximum
Frontage buildout	80% minimum at setback
Lot coverage	80% maximum
Setbacks[⌂]	Front, primary – no minimum, 12 feet maximum
	Front, secondary – no minimum, 12 feet maximum
	Side – no minimum, 24 feet maximum
	Rear – three feet minimum
	Parking or enclosed storage – 20 feet behind front facade, with access from alley or rear lane (see paragraph 17-4-9 F. 1. f above)
Buildings height	Four stories maximum
Yard	Shallow Urban Pedestrian forecourt Vehicular forecourt
Facades	Stoop Common entry Terrace Shopfront Gallery
Encroachments	Awnings and galleries may encroach the sidewalk to within two feet of the curb
	Balcony or bay window – 100% of setback maximum
Landscaping	Minimum 20-foot landscaped buffer abutting non-mixed-use residential zones
Parking lots	Must have a minimum of 10% landscaped area, evenly distributed throughout the parking lot and adjacent to buildings Landscaped islands must provide one tree for every ten parking stalls

[⌂]When commercial or industrial development is adjacent to AG, RA, ER, NR, and GR zones or groups, side and rear setbacks must equal or exceed the height of the primary building on the site. See 17-8-2(B)(6).

17-4-12 Downtown Marana overlay (DO)

A. Purpose. The DO is an overlay designation identifying geographic areas where owners of land may opt to replace their underlying zoning entitlements with the DN and DT zone designations.

B. Application. To obtain DN and DT zoning in the DO district, one or more property owners must submit a downtown implementation plan, showing (at a minimum) the requested locations of DN and DT zone designations on their property.

C. Administrative approval. The planning manager is authorized and directed to approve a downtown implementation plan that conforms to the requirements of sections 0 (⌂ when commercial or industrial development is adjacent to ag, ra, er, nr, and gr zones or groups, side and rear setbacks must equal or exceed the height of the primary building on the site. see 17-8-2(b)(6).

D. mixed-use zoning districts), 0 (⌂When commercial or industrial development is adjacent to AG, RA, ER, NR, and GR zones or groups, side and rear setbacks must equal or exceed the height of the primary building on the site. See 17-8-2(B)(6).

E. Downtown Marana overlay (DO)), 17-4-13 (Downtown neighborhood (DN)), and 17-4-14 (Downtown (DT)), and meets the following minimum requirements:

1. The DT designation includes all land within 100 feet of the Marana Main Street right-of-way line.
2. The DN designation includes all land within 100 feet of the property line of all properties containing existing single-family residences, excluding any such property for which the property owner consents in writing.
3. The DN designation must be used for land that meets both of the previous two paragraphs.

F. Council approval. Any downtown implementation plan not approved pursuant to paragraph C of this section may be submitted as an application for rezoning, which shall be reviewed through the normal rezoning process.

17-4-13 Downtown neighborhood (DN)

A. Purpose. The DN zone implements the Marana general plan by providing a transition from the DT to surrounding areas. This zone consists of a mix of uses but is primarily medium density residential. It may contain a wide range of building types: houses, courtyard housing, townhouses, duplexes, triplexes, apartment buildings, and live-work units.

B. Development standards.

Table 19. Downtown neighborhood (DN)

Lot width	24 feet minimum, 96 feet maximum
Frontage buildout	60% minimum at setback
Lot coverage	70% maximum
Setbacks	Front—six feet minimum, 18 feet maximum
	Side – no minimum
	Rear – three feet minimum
	Parking or enclosed storage – 20 feet behind front facade
Buildings height	Three stories maximum

Table 19. Downtown neighborhood (DN)	
Yard	Fenced Shallow
Facades	Porch Stoop Terrace Common entry Shopfront
Encroachments	Porch, patio or stoop – 60% of actual setback, but no more than eight feet
	Balcony or bay window – 20% of actual, but no more than four feet
Landscaping	Minimum ten-foot landscaped buffer abutting non-mixed-use residential zones One tree required for every 40 feet of lot width (in addition to street trees)
Parking lots	Must have a minimum of 15% landscaped area, evenly distributed throughout the parking lot and adjacent to buildings Landscaped islands must provide one tree for every six parking stalls

17-4-14 Downtown (DT)

A. Purpose. The DT zone implements the Marana general plan by providing a mixed-use center for town. This zone consists of higher density mixed-use buildings that accommodate retail, offices, institutions, and apartments. It has a network of walkable streets that create blocks along Marana Main Street with wide sidewalks, street trees, awnings or galleries for shade, and buildings set close to the sidewalks.

B. Development standards.

Table 20. Downtown (DT)	
Lot width	18 feet minimum, 180 feet maximum
Frontage buildout	80% minimum at setback
Lot coverage	80% maximum
Setbacks	Front—no minimum, 12 feet maximum
	Side – no minimum, 24 feet maximum
	Rear – three feet minimum
Buildings height	Four stories maximum
Yard	Shallow Urban Pedestrian forecourt Vehicular forecourt

Table 20. Downtown (DT)	
Facades	Common entry Terrace Shopfront Gallery
Encroachments	Awnings and galleries may encroach the sidewalk to within two feet of the curb
	Balcony or bay window – 100% of setback maximum
Landscaping	Minimum 20-foot landscaped buffer abutting non-mixed-use residential zones
Parking lots	Must have a minimum of 10% landscaped area, evenly distributed throughout the parking lot and adjacent to buildings Landscaped islands must provide one tree for every ten parking stalls

17-4-15 Specific plan (SP)

A. General. Properties in each specific plan (SP) zoning district are regulated based on site-specific regulations prepared by or on behalf of the master property owner of the particular specific plan area. Each specific plan is adopted through the rezoning process set forth in section 17-3-1.

B. Applicability. The owner or owners of one or more contiguous parcels of land totaling five acres or larger in size may apply for a specific plan.

C. Contents of specific plan. All specific plans shall include the requirements defined in the town's applications, checklists, and process guides on file with the development services department. At a minimum, a specific plan shall include the following elements:

1. Narrative or overview of the project which identifies the primary objectives.
2. Development capability inventory analysis.
3. Proposed land use plan.
4. Implementation and administrative regulations.
5. Development and design regulations.
6. The compatibility of the specific plan with adjoining land uses.
7. Detailed regulations and programs for the systematic implementation of the specific plan.
8. Specific development standards for the map elements.
9. Hydrology analysis.

10. Standards for the phasing, construction and maintenance of major and collector streets proposed for the plan area or needed for servicing the project.
11. Standards for the phasing, construction and maintenance of sewage disposal, effluent use, storm water drainage, solid waste disposal and public utilities
12. Standards for the conservation, development or utilization of natural resources, including surface water, soils, vegetation and wildlife
13. General landscape program.
14. For single-phase plans, a draft schedule for the preservation of site features established by the plan and the construction, dedication and provision of public services.
15. For multi-phased plans, a draft phasing schedule for the preservation of site features established by the plan, the development of the various master blocks of the specific plan, and the construction, dedication and provision of public services.
16. How and to what extent the specific plan is to supplement or supersede the adopted land development code.

D. Specific plan amendments. Amendments to specific plans are categorized as either administrative amendments or substantial amendments. Administrative amendments are approved by the planning manager after written application is made. Substantial amendments are approved through the rezoning process set forth in section 17-3-1.

1. The planning manager shall determine whether a proposed specific plan amendment is administrative or substantial.
2. Categories of administrative amendments include, but are not limited to:
    a. The addition of new information to the specific plan maps or text that does not change the effect of any regulations or guidelines.
    b. Changes to infrastructure, such as drainage and utilities, which do not change the overall intent of the specific plan or increase the development capacity in the specific plan area.
    c. Changes in the land use designation boundary, division of plan areas or combinations of areas.
    d. Minor modifications or adjustments to intrusions, encroachments, easements, rights-of-way, or open spaces, so long as the modifications do not conflict with the overall intent of the specific plan.

e. The addition of a use that is materially similar to a listed use, as determined by the planning manager pursuant to the process set forth in section 17-4-2(C).

3. A substantial amendment is an amendment that would result in a substantial change to the specific plan's regulations or the overall intent of the specific plan, and that is not an amendment listed in subparagraph 2 above or a materially similar amendment.

17-4-16 Legacy zones

The zoning districts set forth in sections 17-4-17 through 17-4-26 below are legacy zones. The legacy zones consist of zoning districts that currently exist within the town limits, but that are intended to be phased out over time. Each of these zoning designations is intended to be deleted when no land in the town has that zoning designation. The town will not rezone land to any of these legacy zone districts.

17-4-17 Zone A – small lot zone

A. Permitted uses. Within zone A, residential, commercial, industrial, and quasi-public land uses shall be permitted so long as each such land use is conducted on a lot no larger than 2.5 acres. Rezoning is not required to establish a use permitted in the neighborhood commercial (NC) zone, within an existing building or suite in a designated commercial area if the use can be accommodated within the existing building or suite without requiring a new retail commercial building permit. This is not, however, to be construed to permit any land use that may be specifically prohibited within the town by this or any other ordinance of the town or by state or federal law.

B. Density requirements. There shall be no maximum density of land use per se, except that density of land use on any parcel of land within zone A shall be determined in part by prior density of land use and by setback requirements defined in this and other titles of this code or as may be determined by other applicable federal, state and local regulations.

C. Setbacks.

1. The required front yard (setback) shall be a minimum of 20 feet.

2. The required side yard (setback) shall be a minimum of five feet, with a street side yard (setback) having a minimum of ten feet.

3. The required rear yard (setback) shall be a minimum of 20 feet.

D. Building heights. Buildings and structures erected in this zone shall have a height not greater than 30 feet.

E. Manufactured home. A manufactured home may be placed on any lot within zone A provided the following conditions are met:

1. There is an existing manufactured home on the lots adjacent to the lots in which the new manufactured home is to be placed. Adjacent, for the purposes of this section, means on either side, and means directly across the street, if one exists, and to the rear across an alley, if one exists.
2. Where the provisions of subparagraph 1 above do not exist, then a manufactured home may be placed on a lot with the issuance of a conditional use permit pursuant to the procedure set forth in section 17-3-2 (conditional use permits).

17-4-18 Zone B – medium lot zone

A. Permitted uses. Within zone B, any residential, commercial, industrial, or quasi-public land use is permitted so long as each separate land use is conducted on a lot larger than 2.5 acres but no larger than 25 acres. This is not to be construed, however, to permit any land use that may be expressly prohibited within the town by other ordinances of the town, by other provisions of this code, or by state or federal law.

B. Density requirements. There shall be no maximum density of land use per se in this zone, except as may be dictated by prior density of land use and by setback requirements defined elsewhere in this code.

C. Setbacks. The setback requirements for zone B shall be the same as for zone A.

D. Manufactured home. A manufactured home may be placed on any lot within zone B provided the following conditions are met:

1. There is an existing manufactured home on the lots adjacent to the lots in which the new manufactured home is to be placed. Adjacent, for the purposes of this section, means on either side, and means directly across the street, if one exists, and to the rear across an alley, if one exists.
2. Where the provisions of subparagraph 1 above do not exist, then a manufactured home may be placed on a lot with the issuance of a conditional use permit pursuant to the procedure set forth in section 17-3-2 (conditional use permits).

17-4-19 Zone C – large lot zone

A. Permitted uses. Within zone C, any residential, commercial, industrial, or quasi-public land use shall be permitted, so long as each separate activity is conducted on a lot no smaller than 25 acres. This is not to be construed, however, to permit any land use that may be expressly prohibited within the town by other sections of this code other ordinances of the town, or state or federal law.

B. Density requirements. The maximum density allowed shall be one dwelling unit or one commercial, industrial, or quasi-public establishment per 25 acres.

C. Setbacks. No building or structure, except a fence or wall that is not part of a building and not over six feet in height shall be constructed closer than ten feet to any side property line or closer than 40 feet plus one foot for each foot of building height in excess of ten feet above ground level to any front or rear property line. Where a lot is situated on the corner of two dedicated streets, each of the property lines along the right-of-way line of a dedicated street shall be considered to be a front property line, and each other property line shall be considered to be a side property line in determining allowable setbacks.

D. Manufactured home. A manufactured home may be placed on any lot within zone C provided the following conditions are met:

1. There is an existing manufactured home on the lots adjacent to the lots in which the new manufactured home is to be placed. Adjacent, for the purposes of this section, means on either side, and means directly across the street, if one exists, and to the rear across an alley, if one exists.

2. Where the provisions of subparagraph 1 above do not exist, then a manufactured home may be placed on a lot with the issuance of a conditional use permit pursuant to the procedure set forth in section 17-3-2 (conditional use permits).

17-4-20 Zone D - designated flood plain zone

The permitted uses, density requirements, and setbacks are the same as zone B, but the property owner's attention is drawn to the fact that this is an area at high risk of flooding and flood hazards. All uses require a floodplain use permit.

17-4-21 Zone E – transportation corridor zone

A. Permitted uses. Within zone E, no residential land use shall be permitted except one single-family residence. Any commercial, industrial, or quasi-public land use shall be permitted which is consistent in its location with the land use element of the town's general plan. This is not to be construed, however, to permit any land use that may be expressly prohibited within the town by other sections of this code, by other ordinances of the town, or by state or federal law.

B. Density requirements. There shall be no maximum or minimum density requirements in zone E, except as may be required by the setback requirements of this code or by other applicable federal, state and local regulations.

C. Setbacks. The setback requirements for zone E shall be the same as for zone A.

17-4-22 Recreation vehicle (RV)

A. Purpose. The purpose of the recreational vehicle (RV) zone is to provide for the development of parks which rent spaces or which

provide subdivided lots for sale, catering to the special needs of recreational vehicle environments and lifestyles within the town.

B. Location. All recreational vehicle developments shall comply with the town’s general plan. In addition, recreational vehicle developments shall abut a major arterial paved all-weather street meeting town standards.

C. Permitted uses. The following uses are permitted within the recreational vehicle (RV) zone:

1. Recreational vehicle parks with one recreational vehicle per rental space.

2. Recreational vehicle subdivisions with one recreational vehicle per lot.

D. Accessory uses.

1. Accessory uses appurtenant to recreational vehicle parks include community recreation buildings, facilities, and areas, laundry facilities, manager's office and apartment, child care facilities, and similar accessory uses for the exclusive benefit of the park or subdivision residents.

2. Accessory uses appurtenant to individual recreational vehicles include carports, ramada, cabana, covered patio, storage room and similar uses. Accessory buildings shall not be used for regular occupancy or for sleeping.

3. Other customary accessory uses and buildings as may be determined by the planning manager which are incidental to the principal use and do not include any activity commonly conducted as a business. However, the occasional sale of a recreational vehicle, motor vehicle, or trailer on a lot on which the seller resides shall not be considered a business.

E. Conditional Uses. The following may be permitted subject to the issuance of a conditional use permit pursuant to the procedure set forth in section 17-3-2 (conditional use permits):

1. A boat, auto, or trailer storage area, provided they are in a completely enclosed area surrounded by not less than a six-foot fence or wall, completely screened from view from all sides.

2. Recreational uses intended primarily for the occupants of the park or subdivision, including golf courses and related facilities.

3. Model sales area, provided not more than five spaces are devoted to this use, and not to exceed 12 months, unless an extension is granted by the planning commission. The planning commission may allow an additional sales area where the park or subdivision occupies more than 100 acres.

4. Convenience market.

5. Restaurant, provided the recreational vehicle park or subdivision contain not less than 500 recreational vehicle spaces or lots.
6. Vehicle wash.
7. Mini-storage area, not to exceed one storage unit per 20 recreational vehicle spaces or lots.
8. One recreational vehicle may be installed per lot on a commercial or industrial parcel or lot, provided a minimum set back of at least 20 feet from all other structures is provided. This provision is principally intended to allow for a caretaker on a commercial or industrial complex. When provided, the unit shall be entirely screened, and meet all development standards, as applicable, listed below. The planning commission shall approve the final site plan.
9. Any use not appearing in this section which may be permitted by the planning manager, and which shall be primarily for the residents of the park or subdivision.
10. Upon annexation and translation of county zoning, any use or uses and densities that were permitted on the annexed property under the county zoning at the time of annexation (see section 17-3-2 (conditional use permits), paragraph P).

F. Temporary uses. Temporary construction buildings and yards during the actual construction and development of the recreational vehicle park or subdivision, and sales offices, not to exceed 18 months, unless active construction is ongoing, in which case the planning manager may grant additional six month increments upon finding that active construction is still on-going and necessary.

G. Prohibited uses (reserved).

H. Site development standards.

1. Minimum project size: five acres
2. Minimum project setback: 20 feet from all street frontages measured from the right-of-way line. This setback shall be fully landscaped and screened, and may include a perimeter masonry decorative wall and which shall contain a minimum of 15 gallon trees per 40 lineal feet of street frontage, with 65% vegetative cover in shrubs and groundcover on the exterior of the wall. The landscape and screening plan shall be approved by the planning manager. Refer to section 17-11-7 for further requirements.
3. Parks or subdivisions:
    a. Minimum lot size per rental unit: 1,750 sq. ft., with a minimum average lot size of 2,000 sq. ft.
    b. Maximum density: 15 units per net acre, excluding streets and drives.

c. Minimum common recreation area per unit: 150 sq. ft.

d. Minimum width per space: 35 feet

e. Minimum depth per space: 50 feet

f. Minimum distance between units (exterior of all structures, drives and accessory structures): seven feet

g. Minimum front yard: seven feet

h. Minimum rear yard: five feet

i. Setbacks declared a minimum. No encroachment or variance shall be allowed within five feet of the front, side or rear lot or space line required setbacks unless the building, structure, or other appurtenance meets the currently-applicable international building code requirements for a minimum two-hour fire wall rating. Setbacks established above are determined the minimum necessary for the public health, safety and general welfare.

j. Detached storage buildings not exceeding 120 square feet in area are permitted on each recreational vehicle space. All storage buildings shall be located in the rear of the recreational vehicle space. Detached storage buildings shall not encroach into the required setbacks without a variance, and subject to the fire wall requirements set forth above.

k. Certain accessory structures, which are complimentary to individual recreational vehicles and park models (i.e. covered carports, patio awnings, ramadas, storage buildings, and room additions) which are made an integral part of and are architecturally compatible with the recreational vehicle or park model itself may be permitted by the planning manager, after review of plans assuring the required compatibility, and provided, further, that the owner/developer of the park or subdivision has provided sufficient setbacks to meet the requirements of paragraph "i" above.

4. Common recreation area shall be provided both in recreational vehicle parks and subdivisions. Common recreation areas shall be owned and maintained by a property owner's association where a recreational vehicle subdivision is developed. Plans for the common recreation areas shall be approved by the town, and shall include facilities and equipment for both adults and children. Public or private streets, vehicle storage areas, exterior boundary landscaped areas and other areas shall not be included when calculating required recreational areas.

5. Access to all lots or spaces shall be from the interior of the park or subdivision.

6. Private streets shall be a minimum paved width of 28 feet including required curbs when flush with the surface of the

paving. Concrete sidewalks at least two feet in width shall be provided on each side of interior private streets. The planning manager may permit a four foot sidewalk on one side of an interior street where deemed desirable.

7. The maximum height of any habitable structure shall not exceed 20 feet. All other structures shall not exceed 15 feet in height.
8. All structures that are located on non-manufactured home spaces or lots shall not exceed 35 feet in height from grade to the highest point on the roof.
9. All utility lines shall be placed underground within the park or subdivision. Each lot shall be provided with water, sanitary sewer, electric lines, telephone lines and gas lines, as needed, in compliance with applicable town codes. Fire hydrants shall be installed as required by the building official.
10. All parks or subdivisions shall have street lighting provided along private or public streets for the safety of pedestrians, and as required by the town engineer.
11. All parks or subdivisions shall have refuse collection areas approved by the planning manager. All such refuse collection areas shall be screened from public view.
12. All parks or subdivisions shall have a minimum of two vehicular entrances. One entrance may be kept closed to the general public, but is required to meet public safety standards.
13. All parks and subdivisions shall improve, to town standards, and dedicate any abutting public street and shall dedicate all interior easements and drives for utilities and public service vehicles where required by the town engineer.

17-4-23 Manufactured housing (MH)

A. Purpose. The purpose of the manufactured housing (MH) zone is to provide for the development of parks and subdivided lots for sale that cater to the special needs of the manufactured home environment and lifestyle within the Town of Marana.

B. Location. All manufactured housing developments shall comply with the town's general plan. In addition, manufactured housing developments shall not be placed within the airport environs of any airport within the town. All manufactured home developments shall be served by paved all-weather roads meeting town standards.

C. Permitted uses. The following uses are permitted within the MH zone:

1. Manufactured housing parks with one manufactured home per rental space.
2. Manufactured housing subdivisions with one manufactured home per lot.

D. Accessory uses.

1. Accessory uses appurtenant to manufactured housing parks include community recreation buildings and areas, accessory parking areas, laundry facilities, manager's office and apartment, child care facilities and other similar accessory uses for the exclusive benefit of the park or subdivision residents.

2. Accessory uses appurtenant to the individual manufactured home, include carports, ramada, cabana, covered patio, storage room and similar uses. Accessory buildings shall not be used for regular occupancy or sleeping.

3. Other customary uses and buildings as may be determined by the planning manager, which are incidental to the principal use and do not include any activity commonly conducted as a business. However, the occasional sale of a manufactured home, motor vehicle or trailer on a lot on which the seller resides shall not be considered a business.

E. Conditional uses. The following may be permitted with the issuance of a conditional use permit pursuant to the procedure set forth in section 17-3-2 (conditional use permits):

1. A boat or trailer storage area, provided they are in a completely enclosed area surrounded by not less than a 6 foot fence or wall, and completely screened from view from all sides, and only for the residents of the park or subdivision. Chain link fences with slat inserts are not acceptable in fulfilling this fencing requirement.

2. Recreational uses intended primarily for the occupants of the park or subdivision, including golf courses and related facilities.

3. Model home area of up to five manufactured homes, but only as part of a manufactured home subdivision, and provided at least 100 lots are subdivided or rental spaces provided.

4. Any use not appearing in this section which may be permitted by the planning manager, and which shall be primarily for the residents of the park or the subdivision.

5. One manufactured home may be installed per lot on a commercial or industrial parcel or lot, provided a minimum setback of at least 20 feet from all other structures is provided. This provision is principally intended to allow for a caretaker on a commercial or industrial complex. When provided, the unit shall be entirely screened, and meet all development standards, as applicable, listed below. The planning commission shall approve the final site plan.

6. Upon annexation and translation of county zoning, any use or uses and densities that were permitted on the annexed property under the county zoning at the time of annexation (see section 17-3-2 (conditional use permits), paragraph P).

F. Temporary uses. Temporary construction buildings and yards during the actual construction and development of the park or subdivision, and sales office, not to exceed 18 months unless active construction is ongoing at the end of the 18 month period, in which case the planning manager may grant additional six-month increments upon finding that active construction is still on-going and is necessary for the continued development of the park or subdivision.

G. Prohibited uses (reserved).

H. Site development standards.

1. Minimum project size: ten acres

2. Minimum project setbacks: 20 feet from all street frontages measured from the right-of-way line.

   a. This setback shall be fully landscaped and screened, and may include a perimeter decorative masonry wall.

   b. The setback area shall also contain a minimum of one tree, not less than 15 gallons, per 40 lineal feet of street frontage, with 65% vegetative cover in shrubs and groundcover on the exterior side of the wall.

   c. The landscape and screening plan shall be approved by the planning manager. Refer to section 17-11-7 for further requirements.

   d. No off-street parking facilities or recreational facilities for common use shall be located in any such required exterior yard.

3. Parks and subdivisions:

   a. Minimum lot size per rental unit or lot: 5000 sq. ft.

   b. Maximum density: eight units per net acre.

   c. Minimum common recreation area per park or subdivision space: 250 sq. ft. A homeowners association shall be established in manufactured home subdivisions to own and maintain the park/open space as may be approved by the town.

   d. Minimum width per space: 55 feet.

   e. Minimum depth per space: 90 feet.

   f. Minimum setback between units (exterior of all structures, drives, and accessory structures): ten feet.

   g. Minimum front-yard setback: 20 feet.

   h. Minimum rear-yard setback: 25 feet.

   i. Minimum common recreation area per rental or subdivision space: 250 sq. ft.

j. Setbacks declared a minimum. No encroachment or variance shall be allowed within five feet of the front, side, or rear yard lot or space line, unless the building, structure, or other appurtenance meets the applicable international building code requirements for a minimum two-hour fire wall rating. Setbacks established above are determined the minimum necessary for the public health, safety, and general welfare.

k. Detached storage buildings not exceeding 120 square feet in area are permitted on each manufactured home space or lot. All storage buildings shall be located in the rear of the manufactured home space or lot. Detached storage buildings shall not encroach into the required setbacks without a variance, and shall be subject to the applicable international building code fire wall requirements set forth above.

l. Certain accessory structures, which are complimentary to individual manufactured homes (i.e. covered carports, patio awnings, ramadas, storage buildings, and room additions) which are made an integral part of and are architecturally compatible with the manufactured home may be permitted by the planning manager, after review of plans assuring the required compatibility, and provided further, that the owner/developer of the park or subdivision has provided sufficient setbacks to meet the requirements of paragraph j above.

m. The maximum height of any habitable structure shall not exceed 20 feet. All other structures shall not exceed 15 feet in height.

n. All structures that are located on non-manufactured home spaces or lots shall not exceed two stories nor shall they exceed 35 feet in height from grade to the highest point on the roof.

4. Common recreation area shall be provided both in manufactured home parks and subdivisions. Common recreation areas shall be owned and maintained by a property owner's association where a manufactured subdivision is developed. Plans for the common recreation areas shall be approved by the town, and shall include facilities and equipment for both adults and children. Public or private streets, vehicle storage areas, exterior boundary landscaped areas and other areas shall not be included when calculating required recreational areas.

5. Access to all lots or spaces shall be from the interior of the park or subdivision.

6. Private streets shall be a minimum paved width of 28 feet including required curbs when flush with the surface of the paving. Concrete sidewalks at least four feet in width shall be provided on each side of interior private streets. The planning

manager may permit a four foot sidewalk on one side of an interior street where deemed desirable.

7. All utility lines shall be placed underground within the park or subdivision. Each lot shall be provided with water, sanitary sewer, electric lines, telephone lines and gas lines, as needed, in compliance with applicable town codes. Fire hydrants shall be installed as required by the building official.
8. All parks or subdivisions shall have street lighting provided along private or public streets for the safety of pedestrians, as required by the town engineer.
9. All parks or subdivisions shall have refuse collection areas approved by the planning manager. Such refuse collection areas shall be screened from public view.
10. All parks or subdivisions shall have a minimum of two vehicular entrances. One entrance may be kept closed to the general public, but is required to meet public safety standards.
11. All parks and subdivisions shall improve to town standards and dedicate any abutting public street and shall dedicate all interior easements and drives for utilities and public service vehicles where required by the town engineer.

17-4-24 Commercial office (CO)

A. Purpose. The CO zone is intended to provide for the use of designated properties for professional offices and limited commercial facilities to serve the residents of the town. It includes those uses related to medical, professional, financial, administrative, and interrelated uses. This zone is intended to prohibit most retail commercial uses which, more properly, belong in other commercial zones. It is also intended to provide multi-family residential opportunities and options to commercial and other higher-intensity districts.

B. Location. The following shall be considered in establishing and maintaining the CO zone:

1. Convenient and efficient vehicular access to an arterial or collector street.
2. Availability of land suitable for grouping of professional activities.
3. Availability of parcels whose general commercial use is less desirable and/or inappropriate.

C. Permitted uses. The following uses may be permitted subject to demonstration of architectural compatibility with adjacent uses:

1. Residential dwelling units as permitted and subject to the development standards found in section 17-4-26.

2. Professional offices: Law, architectural, engineering, planning, business and management consulting.
3. General offices: Real estate, data processing, executive suites, photographic services, travel agents, research services, and administrative offices.
4. Medical and dental: Offices, laboratories, clinics, and pharmacies; but not including drug stores.
5. Veterinary clinic, small.
6. Financial services: Accounting, auditing, bookkeeping, tax consultation, collection agencies, credit services, insurance and investment, security and commodity brokers, dealers and exchanges, insurance and financial planning.
7. Public service: Detective and protective services, employment services and public utility offices.
8. Such other comparable uses as determined by the planning manager.

D. Accessory uses (reserved)

E. Conditional uses. The following uses may be permitted with the issuance of a conditional use permit pursuant to the procedure set forth in section 17-3-2 (conditional use permits):

1. Restaurants and cafes (not to include drive-ins or carry-outs) subject to:
   a. The facility is designed to preclude vehicular ingress and egress in conflict with existing or planned adjacent residential uses.
   b. The facility is located and designed to eliminate noise and/or odors.
   c. The facility is an integral part of the office building.
2. Private schools: Business, music, dance, art, and vocational, which must be an integral part of the office building.
3. Special retail: Specialty retail services such as florist, jewelry, barber and beauty shops, child care facilities, clothes cleaning and tailor shops, and such other compatible uses as may be determined by the conditional use process and which shall all be integral to the primary use as an office complex.
4. Banks and savings and loans.
5. Upon annexation and translation of county zoning, any use or uses and densities that were permitted on the annexed property under the county zoning at the time of annexation (see section 17-3-2 (conditional use permits), paragraph P).

F. Temporary uses (reserved).

G. Prohibited uses (reserved).

H. Intensity standards.

1. Residential. On any parcel or unit of development, the following intensity standards apply:

   a. Dwelling unit density: There shall be no more than 25 dwelling units for each acre of parcel area.

   b. Building coverage: The sum of all buildings and structures shall cover no more than 40% of all land area developed.

2. Non-residential. The following standards shall apply:

   a. Building coverage: The sum of all buildings and structures shall cover no more than 30% of all land area developed.

   b. Reserved.

I. Site development standards. The following site development standards shall apply:

1. Street frontage: minimum of 100 feet.

2. Lot area:

   a. Multifamily: minimum of 3.0 acres.

   b. Non-residential: none

3. Front yard: minimum of 25 feet.

4. Side yard: minimum of 15 feet for residential uses. No side yard is required for non-residential uses provided minimum international building code requirements are met. However, a non-residential use adjacent to a residential zone shall have a minimum side yard of not less than 15 feet plus an additional 10 feet for each story over one story, or in excess of 18 feet in height, whichever is greater.

5. Street side yard: minimum of twenty-five feet.

6. Rear yard: minimum of twenty-five feet.

7. Building height: maximum of forty feet.

17-4-25 Mixed-use (MU-1)

A. Purpose. The purpose of the mixed use zoning district is to promote, and regulate existing low density mixed uses in areas of the Town where public facilities and utilities may be limited. The intent of this district is to encourage orderly growth in semi-rural areas, as well as provide for semi-rural residential uses. In addition, this zone is intended to allow limited commercial and industrial development where appropriate and designed to be compatible or provide the appropriate buffers where potentially incompatible uses are proposed with the surrounding uses. This zone is to be located only where existing mixed-uses are historically located and the area is transitioning into a more intensive use area.

B. Permitted uses.

1. One single-family detached home or caretakers quarters (site built or manufactured);
2. Antique shop;
3. Automobile repair garages, provided that no machining is conducted on the premises; no outdoor storage of parts or outdoor parking of automobiles waiting for service for more than seven days;
4. Aviaries;
5. Barber and beauty shop;
6. Blacksmith shop;
7. Carpentry, upholstery & furniture repair;
8. Churches, synagogues, and other places of worship;
9. Construction/contractor’s yards;
10. Crop production;
11. Feed store;
12. Foster and group homes;
13. Grazing and raising of large and small livestock;
14. Kennels;
15. Massage therapy establishments;
16. Plant nurseries and greenhouses;
17. Private stables;
18. Professional offices, not including medical (see section 17-3-2 (conditional use permits));
19. Raising and marketing of poultry, rabbits and small animals;
20. Repair shops for appliances, bicycles, etc.;
21. Sales stands for the sale of agricultural and horticultural products produced or grown on the premises;
22. Second hand store;
23. Trucking operations and yards;
24. Veterinary clinics, small;
25. Uses similar to those listed above in this section, as determined by the planning manager.

C. Accessory uses (uses incidental to a permitted established use):

1. Corrals, barns & other animal-keeping structures;
2. Detached accessory buildings and structures;
3. Fences and walls;
4. Game courts, unlighted;

5. Garage, enclosed storage, or barn;
6. Guest quarters, provided that no kitchen is provided;
7. Home occupations;
8. Riding arena, rodeo grounds (private, unlighted); and,
9. Swimming pools.

D. Conditional uses. The following may be permitted with the issuance of a conditional use permit pursuant to the procedure set forth in section 17-3-2 (conditional use permits):

1. Additional building height;
2. Apiaries;
3. Commercial riding stables and boarding stables;
4. Game courts, lighted;
5. Health care facilities, including clinics, offices and laboratories;
6. Keeping of ratites;
7. Keeping of swine;
8. Livestock auction yards;
9. Stables, public;
10. Manufacturing, processing and assembly;
11. Mini-storage and/or recreational vehicle storage facilities;
12. Restaurants;
13. Riding arena, rodeo grounds (private lighted, or any public);
14. Sexually oriented business, subject to town code chapter 9-7;
15. Veterinary clinic, large;
16. Warehouse facilities; and,
17. Upon annexation and translation of county zoning, any use or uses and densities that were permitted on the annexed property under the county zoning at the time of annexation (see section 17-3-2 (conditional use permits), paragraph P).

E. Performance standards. The following limitations shall apply to the conduct of uses within the mixed-use zone:

1. More than one use may be permitted on a single parcel if the following criteria can be met:
    a. The total of all uses on a single parcel, shall not exceed the Pima county department of environmental quality and other applicable codes and ordinances for individual sewage disposal system, this includes lot area, number of fixtures, required engineering plans, etc.

b. Each type of use (residential, commercial and industrial) shall have its own separate pedestrian entrance;

c. Adequate bufferyards are provided between incompatible uses;

d. Parking and vehicular accesses are separate between incompatible uses;

e. The proposed use does not exceed the standards of the applicable codes and ordinances of the Town nor create any overburden of public or private streets, utilities, emergency services and/or facilities, and;

2. No outdoor storage of equipment or materials shall be permitted unless screened, by a permanent opaque decorative wall at least six feet in height or by a combination of solid wall or fence and landscape screening accepted by the town.

3. No use shall be established, maintained or conducted within the mixed-use zone which may cause the dissemination of smoke, gas, dust, odor or any other atmospheric pollutant that is in violation of Pima county department of environmental quality. Every use shall be so operated that it does not emit dust, heat, glare or vibration in such quantities or degree as to be readily detectable on any property line of the lot upon which it is located.

4. No use shall result in the creation of traffic hazards or undue congestion of any public street or private access.

F. Development standards. The following standards shall apply to all developments within the mixed-use zone:

1. General development standards.

a. Minimum lot area shall be 43,560 square feet (one acre);

b. Minimum lot width shall be 100 feet;

c. Minimum lot depth shall be 100 feet;

d. Minimum required building setback abutting a street or ingress/egress easement shall be 30 feet. Fifty percent of such setback area shall be landscaped and shall remain as open space, free from structures and parking/loading areas.

e. Minimum side and rear setbacks shall be 25 feet. A minimum of ten feet of the setback area shall be landscaped and shall remain free from structures. This setback may be reduced to include driveways, screening walls, parking if a permanent opaque decorative screening wall five feet in height is constructed along the property line;

f. Building separation. The minimum distance between two primary structures shall be 20 feet. The minimum distance between all other structures shall be ten feet;

g. Setback exceptions. Architectural features such as, but not limited to, eaves, chimneys, bay windows, overhangs, awnings, porches and similar architectural features may encroach into setbacks by no more than four feet, subject to compliance with applicable standards of the applicable international building and fire codes;

h. Maximum lot coverage shall not exceed a total of 55% for each parcel;

i. Maximum building height shall be 24 feet. With the issuance of a conditional use permit pursuant to the procedure set forth in section 17-3-2 (conditional use permits) the planning commission may allow an increase to the building height, provided that the applicant provides acceptable justification for the need to exceed the height limit;

2. Landscaping. The intent of the landscaping requirements is to provide residents and businesses with attractive landscaping that creates an interesting streetscape, and provides a safe and effective transition between potentially incompatible land uses. In addition, these requirements regulate the protection of native vegetation as a significant natural resource. All development within the mixed-use zone shall provide site landscaping, including the bufferyard, parking lot and any applicable screening as required herein and in accordance with chapter 17-11 of the town code.

3. Access and off-street parking. The number, size and design of all parking spaces, driveways and loading areas for all development within the mixed-use zone shall comply with the provisions of chapter 17-9 of the town code and the following requirements listed below:

a. All lots must abut a public street or a private street improved to a standard satisfactory to the Town;

b. Access control and driveway locations will be evaluated per town standards. Joint driveways are desirable whenever possible in order to minimize the number of access points to streets and access easements; and,

c. All parking shall be off-street in paved, landscaped parking areas;

4. Signs. Sign standards are hereby established to promote a quality visual appearance throughout the mixed-use zone; to allow individual businesses to clearly identify themselves and the goods and services offered; to create a unique environment to attract visitors; to safeguard and enhance property values; to reduce potential hazards to motorists and pedestrians; and to eliminate excessive and confusing sign displays. All signs for developments within the mixed-use zone shall comply with the

provisions of town code chapter 17-10 (signs) and the following additional sign requirements:

a. Materials, colors and shades of proposed signs shall be compatible with the related buildings on the property;

b. Monument, wall-mounted and free-hanging signboards shall be the approved styles;

c. Signage shall be limited to one freestanding sign for each street frontage and one wall sign (near the main entrance). In cases where there are multiple tenants, each tenant within the property shall be allowed one wall sign (near each main entrance, with the sign area determined by town code chapter 17-10 (signs);

d. Freestanding signs shall be limited to double-faced, ground-mounted monument style, with associated landscaping. Freestanding pole signs are prohibited;

e. Freestanding signs shall not exceed eight feet in height (from grade to the top of sign) and 40 square feet per side and shall be located in such a manner that does not create a traffic hazard, and;

f. Changeable letter boards may make up no more than 20% of the area of a freestanding sign.

5. Screening. To create an attractive environment and visually screen land uses that are not fully compatible, the following standards shall apply to all development within the mixed-use zone:

a. Service entrances and/or loading areas. All service entrances, loading areas and spaces must be screened from the abutting property and view from a public street. Such screening shall consist of a minimum five foot wide planting strip consisting of trees, decorative walls and/or landscaping combination that will provide a six foot high barrier;

b. Dumpsters and trash handling areas. All dumpsters and trash handling areas shall be enclosed and screened from public view. These areas shall be constructed of materials and colors compatible with those of the primary buildings. Chain link fencing (with or without slats) is not permitted;

c. No articles, materials, trash, equipment or inoperable vehicles shall be stored or kept in the open or be visible from the street, ingress/egress easement, and/or adjacent properties. This limitation does not apply to temporary storage of materials, equipment and supplies needed for the construction of improvements on a site, provided such items are completely removed immediately upon completion of the applicable phase of construction, and;

d. Utilities. All utilities including electric power, telephone, gas and water shall be located underground. Utilities shall be coordinated with landscape plans to ensure proper screening and landscaping around utility vaults, box transformers, etc.

6. Lighting. Site lighting should serve functional, safety and aesthetic purposes. Site and security lighting shall be designed to enhance the safety and quality of the development. Screening of lights from residential areas and glare from traffic areas shall be required. All site lighting shall be in compliance with the adopted Marana outdoor lighting code.

17-4-26 R-3.5 Residential

A. Purpose. The R-3.5 single-family residential zone is primarily intended as an affordable, compact medium-high density neighbor district. The district shall contain small-lot single-family homes and/or attached units, with not more than one dwelling and customary accessory building upon an individual lot, with a variety of housing sizes and containing a quality design. To ensure high-quality, well designed development, the alternative neighborhood and residential design plan standards set forth in chapter 17-7 shall apply. Except as specifically provided elsewhere in the land development code, any and every building and premises or land in the R-3.5 zone shall be used for or occupied, and every building shall be erected, constructed, established, altered, enlarged, maintained, moved into or within the R-3.5 zone, exclusively and only in accordance with the regulations set forth in this section.

B. Permitted uses. The following shall be permitted in the R-3.5 single-family residential zone, subject to the development standards contained in this section.

1. One single-family residential detached home of a permanent character placed in a permanent location;
2. Churches, synagogues, and other places of worship;
3. Public parks and playgrounds;
4. Public schools; and,
5. Uses similar to those listed above in this section, as determined by the planning manager.

C. Accessory uses. The following accessory buildings and uses may be located on the same lot with a permitted dwelling, provided that any permanent building or structure shall be harmonious with the architectural style of the main building and further provided that all residential accessory uses are compatible with the residential character of the neighborhood:

1. Detached accessory structures, such as tool sheds, patios and cabanas, noncommercial hobby shops, children's playhouses, etc.;
2. Swimming pools, spas, and related structures;
3. Garage, carport or enclosed storage;
4. Sports courts, unlighted;
5. Fences and walls;
6. Home occupations, with an approved home occupation permit;
7. Community recreation uses, including sports courts, swimming pools, spas, recreation buildings, patio shelters and other community facilities common to a homeowner’s association, for a specific subdivision;
8. Community identification, entry monuments, community design elements, and other enhancements common to a homeowner’s association, and designed for a specific subdivision; and,
9. Model homes, within an approved subdivision.

D. Conditional uses. The following may be permitted subject to conditional use permits provided for in section 17-3-2.

1. Day care center;
2. Private schools;
3. Group homes; and
4. Upon annexation and translation of county zoning, any use or uses and densities that were permitted on the annexed property under the county zoning at the time of annexation (see section 17-3-2(P)).

E. Temporary uses. The following may be permitted for a specified time period, subject to Section 17-3-3: temporary sales trailer, within an approved subdivision.

F. Prohibited uses. Uses prohibited in the R-3.5 district are as follows:

1. Commercial uses, except those specifically permitted; and,
2. Industrial uses.

G. Property development standards—generally. The property development standards set forth in this section shall apply to all land, structures and buildings in the R-3.5 zone.

1. Lot area. The minimum lot size shall be 3,500 square feet.
2. Lot dimensions.
   a. Width. Lots shall have a minimum width of thirty-five (35) feet.

b. Depth. Lots shall have a minimum depth of seventy-five (75) feet.

3. Minimum front, side and rear yards (setbacks)

   a. The required front yard (setback) where front entry garages are recessed ten feet or more from the livable portion of the dwelling, front setbacks may be reduced to ten feet, except where garages open or face directly onto an abutting street, in which case the garage setback shall be a minimum of 20 feet. A maximum of 50% of the lots may have a reduced setback, with the balance of the setbacks being twenty feet or greater.

   b. The required side yard (setback) shall be a minimum of five feet, with a street side yard (setback) having a minimum of ten feet.

   c. The required rear yard (setback) shall be a minimum of ten feet.

4. Building separation. A minimum setback of five feet shall be maintained from the rear and side property lines for a patio structure that is open and unenclosed on three sides, as measured to the structure.

5. Building heights. Buildings and structures erected in this zone shall have a height not greater than two-stories or 30 feet.

6. Lot coverage. The maximum allowable lot coverage by buildings and structures shall not exceed 75% of the total lot area.

7. Underground utilities. All on-site utilities shall be placed underground on the site.

8. Multi-story dwellings. No more than 60% of the homes may be two stories.

9. Location. This district shall be located in areas where neighborhood shopping, schools, parks and/or other community services are planned or existing within one-half mile.

SECTION 4. Marana Town Code Title 17 (Land Development) is hereby amended by deleting existing Chapter 17-5 (Subdivisions) in its entirety and replacing it with new Chapter 17-5 as follows:

CHAPTER 17-5. SUBDIVISIONS

Sections:

17-5-1 Purpose and intent 1
17-5-2 Procedure 1
17-5-3 Subdivision requirements 6
17-5-4 Performance guarantee 12
17-5-5 Minor land division 13
17-5-6 Violations and penalties 15

17-5-1 Purpose and intent

The purpose of this chapter is to provide for the orderly growth and harmonious development of the town in accordance with the general plan and other adopted plans and ordinances; to create high quality neighborhoods and ensure adequate traffic circulation through coordinated street systems, transit, bicycle and pedestrian systems with relation to major thoroughfares, adjacent subdivisions, and public facilities; to achieve individual property lots of reasonable utility and livability; to secure adequate provisions for water supply, drainage, sanitary sewerage, and other health requirements; to ensure consideration of adequate sites for schools, recreation areas, and other public facilities; to promote the conveyance of land by accurate legal description and plat; and to provide logical procedures for the achievement of this purpose.

17-5-2 Procedure

A. Overview.

1. Except as provided otherwise elsewhere in this code, the preparation, submittal, review and approval of subdivision plats shall proceed through the following progressive steps:
    a. Pre-application meeting with the town.
    b. Preliminary plat submittal, review, and administrative approval.
    c. The submittal of engineering plans for the required subdivision improvements (submittal and review may occur during preliminary plat review).
    d. The approval of engineering plans for the required subdivision improvements (must occur prior to final plat approval).
    e. Final plat submittal, review, and approval by the council.
    f. Recordation of the approved final plat with the county recorder.

2. The following shall be processed in accordance with section 17-5-5:
    a. Land splits.
    b. Minor land divisions.
3. Subdivisions of ten or fewer lots shall proceed through the following steps:
    a. Pre-application meeting with the town.
    b. The submittal and approval of engineering plans for improvements as deemed necessary by the town engineer and planning manager prior to final plat approval.
    c. Final plat submittal and review, and approval by the council.
    d. Recordation of approved final plat with the county recorder.

B. Pre-application meeting

1. The pre-application meeting provides an opportunity for the town and the applicant to review and exchange information regarding a proposed subdivision prior to the preparation and formal submittal of a subdivision plat application.
2. All applications for subdivision plats shall be prepared and processed in accordance with procedures and requirements defined in the preliminary plat application checklist, which town staff will provide to the applicant at the pre-application meeting.

C. Preliminary plat

1. The applicant shall submit a preliminary plat application in accordance with the preliminary plat application checklist.
2. Town staff and appropriate review agencies will review the plat in accordance with the checklist and for compliance with legal and regulatory requirements.
3. Preliminary plat approval constitutes authorization for the applicant to proceed with preparation and submittal of the final plat, landscape plan, and engineering improvement plans and specifications.
4. Preliminary plat approval is subject to the following conditions:
    a. Changes in conditions such as the land's physical attributes, title conditions, ownership and similar changes that make development of the affected land in accordance with the approved plat infeasible shall require the submission of a new or revised preliminary plat.
    b. A preliminary plat expires two years from the date of approval unless:
        i. A final plat has been submitted for all or a portion of the property included in the preliminary plat, or

ii. The town grants an extension.

c. The applicant may submit a written request for a two-year extension of a preliminary plat approval, which shall be reviewed and considered as follows:

i. The planning manager and the town engineer shall evaluate whether the preliminary plat and supporting documents remain in compliance with all applicable town standards and requirements.

d. Preliminary plat approval shall be automatically extended for a period of two years upon submission of a final plat application for any portion of the land area shown on a preliminary plat.

e. Once a final plat has been approved for a portion of the land area included within an approved preliminary plat, the approval of the preliminary plat shall be extended for the balance of the land area for a period of two years from the date of council approval of the final plat.

f. If a preliminary plat expires prior to the submittal of an application for a final plat or prior to the submittal of a request for an extension of the preliminary plat approval, the preliminary plat shall be resubmitted as a new application. If the resubmitted preliminary plat has substantially the same design and configuration as the previously approved plat and no substantive changes have occurred in the standards and requirements, the fees associated with the new application shall be 50% of the original application fees.

g. The preliminary plat shall not be recorded.

D. Final plat

1. Final plat submittal:

a. The applicant shall submit a final plat application in accordance with the final plat application checklist.

b. Town staff and appropriate review agencies will review the plat in accordance with the checklist and for compliance with legal and regulatory requirements.

c. Upon receipt of the final plat application, the planning manager shall check the plat for conformity to the approved preliminary plat, all applicable conditions of approval and compliance with the requirements for final plats as set forth in subsection 17-5-2 D. 2.

2. Final plat requirements:

a. Each final subdivision plat shall comply with the requirements of the zoning district within which it is located.

b. The planning manager shall submit the final plat application together with the staff recommendations to the council.

c. The final plat shall substantially conform to the approved preliminary plat, and shall be in compliance with all appropriate town standards, codes, specifications, and requirements.

d. All necessary engineering improvement plans shall be approved prior to the council meeting.

e. Any information required as part of the final plat submittal shall be shown on the plans in a manner consistent with standard engineering practice and town standards.

   i. Statement and acknowledgement of the dedication of all streets, alleys, tracts, drainageways, utility easements, and other easements for public use by the persons holding title of record, by persons holding title as vendees under land contract, and by spouses of said parties, if jointly owned. If lands dedicated are mortgaged, the mortgagee shall also approve the plat (consent to dedicate by separate instrument may be necessary). Dedications shall include a written location by section, township, and range of the tract. The dedication shall include direct wording identifying the town as the new owner of any tracts or parcels being dedicated. If the plat contains private streets, provisions shall be made so that the public utilities reserve the right to install and maintain utilities above, on, and below such private streets or ways shall be reserved to the public utilities.

   ii. The following certifications must be included on the final plat:

      a) Certification by a registered land surveyor preparing the plat that the plat is correct and accurate, and that the monuments described in it have been located as described.

      b) Certification of a registered civil engineer, if engineering information is represented on the plat.

      c) Certification of plat approval by the planning manager, town engineer (or designated representative), town clerk and council.

      d) Certification of plat approval by the authority responsible for providing wastewater management to the subdivision.

      e) Certification of plat approval by the authority responsible for certifying an assured water supply.

iii. For subdivisions located within the town's water service area, the following note must be included on the final plat: "NOTE: This subdivision is located within the town of Marana water service area, which has been designated as having an assured water supply under A.R.S. § 45-576." For subdivisions not located within the town's water service area, consult with the town engineer and water director for the appropriate statement of assured water supply.

A.R.S. § 9-463.01, paragraph I provides in relevant part: "If the subdivision is comprised of subdivided lands, as defined in section 32-2101, and is within an active management area, as defined in section 45-402, the final plat shall not be approved unless it is accompanied by a certificate of assured water supply issued by the director of water resources, or unless the subdivider has obtained a written commitment of water service for the subdivision from a city, town or private water company designated as having an assured water supply by the director of water resources pursuant to section 45-576 or is exempt from the requirement pursuant to section 45-576."

iv. The location of appropriate vehicular no access easements shall be included on the plat.

v. When the plat contains amended development standards or other requirements, they shall be included in the notes of the plat. This includes such items as the maximum building envelope containing minimum building setbacks and maximum lot coverage permitted, conservation easements, etc. Sufficient typical examples must be included to avoid possible misinterpretation of irregular, nonstandard lots.

vi. Items identified in the final plat review checklist.

3. Final plat approval:

a. An application for approval of a final plat shall not be filed unless there is an approved, signed, preliminary plat for the proposed subdivision as provided for in subsection 17-5-2 D of this chapter.

b. In addition to the requirements of the preceding paragraphs, the applicant shall provide to the town any additional information, documents, or other material relevant to the application that planning manager or town engineer reasonably believes is necessary in order for the council to evaluate, analyze, and understand the subject matter of the application.

c. An application for final plat approval shall not be deemed to have been filed or properly submitted until all of the above listed requirements have been complied with. The planning manager shall determine compliance.

d. Consideration of approval, amendment, or denial of the final plat by the council shall take place in a public meeting, but may be on the consent portion of the agenda.

i. Approval:

a) If the council approves the plat, the town clerk shall certify the council's approval on the plat, after determining that the other required certifications and

dedications have been duly signed and acknowledged.

b) After council approval of a final plat and compliance with subsection 17-5-3 B, the subdivider shall pay to the town the fee charged by the county recorder for the recordation of the plat, and the town clerk shall then promptly record the plat with the county recorder, pursuant to A.R.S. § 9-463.01(J).

ii. Amendment: If the council finds that the plat requires revisions, the application shall be tabled until the revisions can be satisfactorily accomplished and the application rescheduled for council action.

iii. Denial: If the council denies the plat, the minutes shall state the reasons for the denial. The final plat application may be re-filed at any time if revisions can resolve the reasons for the denial.

17-5-3 Subdivision requirements

A. Design and documentation requirements. The layout and design of all subdivisions and engineering plans and the content of all required documentation shall be in accordance with Arizona revised statutes, this title, any applicable rezoning or specific plan, and adopted town standards.

B. Improvement requirements. The following improvements shall be installed to town standards in every subdivision at no expense to the town:

1. Streets. Streets shall be graded and paved, with all accessory drainage improvements or as adopted in the town street standards and details.

2. Sanitary sewers or septic systems. Off-site and on-site sewer lines or individual septic systems to serve each lot individually.

3. Water mains. Off-site and on-site water mains to serve each lot individually.

4. Curb and gutter. All streets shall be bordered by an approved curb and gutter or as adopted in the town street standards and details.

5. Sidewalks. Sidewalks shall be provided as required in the adopted town street standards and details.

6. Multi-use paths. In subdivisions with 30 or more lots and in all subdivisions connecting to existing multi-use paths, multi-use paths shall be provided for access to nearby existing or future parks, schools, playgrounds, shopping centers, public transportation, and other community facilities.

7. Stormwater drainage and retention facilities. Off-site and on-site drainage facilities as required in chapter 17-15.

8. Traffic control devices. Street name signs, street lights, signals and other traffic control devices.
9. Fire hydrants. Fire hydrants as required by town specifications and the fire district serving the site.
10. Landscaping and irrigation. Landscaping and irrigation in accordance with sections 17-11-7 and 17-11-10.
11. Recreational paths: Planned path segments as shown in the most recently adopted park, trail, and open-space system master plan and located within or adjacent to the subdivision shall be provided.
12. Recreational area.
    a. Requirement: New residential subdivisions (including re-subdivisions) with 30 or more lots and whose average lot size is 16,000 square feet or less shall comply with the recreational area requirements of this subparagraph 17-5-3 B.12.
    b. Area:
        i. General: The minimum area (in square feet) of a subdivision’s recreational areas shall be as follows:
            a) Apartment or condominium: 100 square feet per unit
            b) Town home or patio home: 140 square feet per unit
            c) Single-family residential:
                1) For subdivisions with an average lot size of 4,000 square feet or less: 500 square feet per unit
                2) For subdivisions with an average lot size of 6,000 square feet or less but larger than 4,000 square: 400 square feet per unit
                3) For subdivisions with an average lot size of 8,000 square feet or less but larger than 6,000 square feet: 300 square feet per unit
                4) For subdivisions with an average lot size of 16,000 square feet or less but larger than 8,000 square feet: 200 square feet per unit
                5) For subdivisions whose average lot size is larger than 16,000 square feet: None.
        ii. Specific plan exception: If an adopted specific plan includes a subdivision recreation requirement with a different square footage per unit than set forth in subparagraph i above, the minimum area of recreational areas for subdivisions located in the specific plan shall be calculated using the specific plan’s subdivision recreation requirement.

iii. Golf courses excluded: Golf courses do not count toward a subdivision’s minimum required recreational area.

c. Location:

i. Recreational areas shall be located and designed to maximize proximity to the largest number of homes and to maximize accessibility and visibility from the front of surrounding and nearby residences.

ii. Neighborhoods shall be designed around recreational areas and open spaces. Recreational areas shall not be located on remnants of land remaining upon completion of the lotting layout of the subdivision.

iii. At least one recreational area shall be located within a reasonable walking distance of each lot of the subdivision, approximately 2,000 feet measured not as the crow flies but along the most direct route traversable by a pedestrian over neighborhood sidewalks, paths, and trails.

iv. All recreational areas shall be within the boundaries of the subdivision, except as otherwise provided in a development agreement entered into pursuant to subparagraph 17-5-3 B.12.g below (in-lieu option).

d. Design and facilities: The design of recreational areas and the recreational facilities included in them shall conform to the most recent version of the town of Marana subdivision recreational area design manual.

e. Prohibited locations. Recreational areas shall avoid the following:

i. Land unsuitable for recreation purposes, such as peaks, ridges, land fragments, land restricted by town policy, condition or ordinance, and land determined unusable for recreational purposes by planning manager.

ii. Known archeological and historical sites.

f. Construction timing:

i. A subdivision’s recreational areas shall be completed or assured before 50% of the building permits are issued.

ii. For purposes of the preceding paragraph, “assured” means that the subdivider has posted with the town engineer cash, a performance bond, or a letter of credit securing completion of the recreational areas.

iii. The performance bond or letter of credit shall be in a form approved by the town attorney and shall be in a face amount of at least 115% of the anticipated cost to complete the recreational areas, as reasonably determined by the town engineer.

g. In-lieu option: Subdivisions may satisfy the requirements of this subparagraph 17-5-3 B.12 by entering into a development agreement with and enforceable by the town which, as determined by the town council, provides for recreational area and recreational facilities equivalent to those otherwise required in the subdivision under this subparagraph 17-5-3 B.12.

13. Permanent survey monuments. Permanent survey monuments shall be installed in each subdivision, and their location shall be shown on the final plat. All corners of the subdivision and all lot corners in the subdivision shall be marked. The permanent survey monuments shall be indicated on the final plat and shall consist of the state plane coordinate system, Arizona central zone, north American datum of 1983—high accuracy reference network (HARN), 1993 adjustment. Modified grids and/or constant combined factors are not allowed.

14. Environmental hazards. The subdivision layout shall make adequate provision for natural drainage channels and floodways, which should be retained in a natural state and left undisturbed where possible. All other environmental hazards must be eliminated or adequately restricted as directed by the town.

15. Underground utilities. Electric power (except electrical transmission lines carrying 48 kV or more), telephone lines, cable television and fiber optics shall be located underground, except where the subdivider can show the planning commission that underground installation is not technically feasible. For purposes of this subsection, economic feasibility is not considered. All underground installations shall be constructed prior to surfacing the street. Service stubs shall be placed in a way that avoids disturbance of street improvements when service connections are made. Aboveground transformers, cabinets, etc., shall be screened.

16. Public safety hazards. The subdivision plat shall make adequate provision for protection of the public from adjacent irrigation canals, railroads, airport runways, mines, gravel pits, electrical substations, and pumps or other stationary equipment that are in existence at the time of approval of the preliminary plat, where they constitute a significant hazard to public safety as determined by the town engineer. Such provision may include, but shall not be limited to, adequate boundary walls or fences.

17. Irrigation lines and ditches. All irrigation channels and ditches within or adjacent to the subdivision, within perimeter easements or the nearest half of a street or alley right-of-way, shall be reconstructed for the purposes of enclosure in accordance with a plan and schedule approved by the town engineer, the subdivider, and the owner of the irrigation facilities.

C. General requirements

1. Streets. All streets shall:
    a. Be dedicated for public use or designated as a private street to be maintained by the applicable association; and
    b. Conform to the subdivision street standards.
    c. Conform to the adopted road network map in the most recently adopted general plan.
    d. Provide for continuation of the street network onto adjacent properties, as the town may designate.
    e. Be arranged to discourage the use of local streets by through traffic.
    f. Be configured to minimize cuts and fills, to produce streets of reasonable gradient, and to facilitate adequate drainage.
2. Half streets. The dedication of half streets in any subdivision is prohibited, except in one of the following circumstances:
    a. The road is depicted on the road network map in the most recently adopted general plan.
    b. The town engineer determines that the adjacent property owner will likely dedicate the remaining half of the street.
3. Lot access to street.
    a. Each lot of a subdivision shall abut on one of the following:
        i. A public or private street dedicated by the subdivision plat.
        ii. An existing dedicated street constructed to town standards.
        iii. A street constructed to town standards that has become public by right of use.
    b. Where a proposed subdivision abuts or contains an existing or proposed arterial or collector, the town may require limited access or reverse frontage with no-access easements or other restrictions along the arterial or collector.
4. Lot street frontage requirement. Each lot shall have a minimum 30 feet of street frontage, except in the following circumstances:
    a. The underlying zoning allows a lot width of less than 30 feet (for example, in DT and BU-high).
    b. Topographic or other natural features make a 30-foot street frontage impracticable and the town and all reviewing agencies determine that adequate access and utility service can be provided and public safety is not compromised.
5. Lot conformance. All lots must conform to the requirements set forth in this title and any applicable rezoning or specific plan.

6. Lot widths and depths. All lots shall conform to section 17-4-4 (lot standards).
7. Residential corner lots. Residential corner lots shall be at least five feet wider than the minimum lot width of the zone to permit conformance with the required street side yard requirements and sight visibility triangles.
8. Double frontage residential lots. Residential lots with streets abutting the front and rear property lines shall be avoided except where the street abutting the rear property line is one of the following:
    a. An arterial, and access from the lots is prohibited by use of a no-access easement or other restriction.
    b. Separated from the buildable area of the lot by topographic features.
9. No-access easements. No-access easements shall be identified, showing where direct vehicular access to a street, common area or other area is prohibited.
10. Remnant. The subdivision shall not include property that does not conform to lot requirements or is physically unsuitable for improvement, unless it is dedicated to a homeowners' association, private utility, or other public purpose, as accepted by the town.
11. Solar. To the extent practicable, all subdivisions should be designed to facilitate solar access and energy efficiency.
12. Grade differences. Wherever practicable, all lots shall be graded in a way that avoids excessive or unnecessary grade differences between adjacent lots or between lots and adjacent streets.
13. School sites and other public spaces. The town may require land areas within a subdivision to be reserved for parks, recreational facilities, school sites and fire stations subject to the conditions set forth in A.R.S. § 9-463.01 (D).
14. Registrant. All engineering and surveying work must be done by or under the direction of a qualified professional registrant of the state of Arizona.
15. Developer responsibility for quality of construction. The developer shall be responsible for the quality of all materials and workmanship in the development of an approved subdivision.
16. As-builts. As-built plans shall be submitted and approved prior to the release of performance guarantees, showing the location, size, grade, and depth of all paving, grading, water and sewer mains, valves, manholes, and other subsurface utilities and facilities.
17. Monuments. All survey monuments and lot corners shall be installed prior to release of performance guarantees.

18. Amended plats. When material changes are made in the plat of a recorded subdivision, an amended subdivision plat shall be filed and approved in accordance with the requirements of this code. No change shall be made in an approved plat unless the change has been approved by the town. For purposes of this subparagraph "material change" shall be defined as provided in the Arizona department of real estate regulations.

D. Non-performance. If any portion of a subdivision remains undeveloped five years after the subdivision plat was approved by the council, the council may, after a public hearing and notice to the owner of the property according to current county assessor's records, vacate all or any part of the undeveloped portion of the subdivision by recording a revised plat eliminating the vacated portion. This remedy is in addition to the council's authority to use financial assurances to complete subdivision improvements under subsection 17-5-4 A. 1 below.

17-5-4 Performance guarantee

A. Before a subdivision plat is presented to the council for approval, the subdivider shall post assurances, in a form acceptable to the town attorney, to assure the installation of required street, sewer, electric and water utilities, drainage, flood control, landscaping, park facilities, and other improvements as required meeting minimum standards of design and construction established by this title and the subdivision street standards. The purpose of the assurances shall be to guarantee that the improvements are installed in a timely manner and paid for without cost to the town.

1. Financial forms of assurance, including cash, letter of credit, performance bond, or other similar instruments, shall be submitted to the town engineer in an amount equal to the sum of the cost of construction for all required improvements, including surveying, construction management, testing, and inspections, as determined by the town engineer, plus a 15% contingency. A financial form of assurances for the installation of required improvements on private property shall grant to the town adequate property rights as determined by the town engineer and town attorney to allow the town or the town's contractor to complete the installation. Where, in the opinion of the council, the subdivider has failed or neglected to install the required improvements or make required corrections within a timely manner, or to pay all liens in connection with the required improvements, the council may, after a public hearing on the matter, use the proceeds from the assurances to install or cause to be installed the required improvements.

2. Third party trust forms of assurance prohibiting the transfer of any individual subdivision lot or block for which required subdivision improvements have not yet been installed, are permitted in lieu of financial forms of assurance.

B. The town manager is authorized to execute substitute subdivision assurances in a form approved as to substance by the town engineer and approved as to form by the town attorney, if the town manager and town engineer are satisfied that the substitute assurances protect the town to an extent equal to or greater than the original assurances.

C. Before release of assurances of or guarantees for construction or of improvements in existing or proposed public rights-of-way, the following listed documents shall be submitted, where applicable, to the town:

1. Formal acceptance and approval of applicable utilities.
2. Formal acceptance and approval of sewer line and manhole installation from the owner of the wastewater utility.
3. Applicant's surveyor's record of bench marks set and elevations thereof, and certification that all monuments are in place as shown on final plat.
4. Certification by a professional engineer that construction has been completed in substantial conformance with approved plans, specifications, and applicable town standards, as established by the town engineer, together with certified as-built plans for all completed construction.
5. Certification by a registered landscape architect that all landscape work has been completed in substantial conformance with approved plans, specifications, and applicable town standards, together with certified as-built plans for all completed landscape installation.
6. Documentation of all recorded easements not dedicated by the plat.
7. Filled-out form for release of assurances.
8. Bill of sale to the town for installations to be accepted by the town.
9. Tabulation and verification of all fees paid to the town for plan and report reviews for construction permits; and payment of any remaining or additional review, permit or inspection fees as required.
10. Completed landscape licensing agreement for maintenance of landscaping in the public right-of-way, if applicable.
11. One-year warranty for all public infrastructure.
12. A pavement preservation assurance, in the amount and form satisfactory to the town engineer.

17-5-5 Minor land division

A. General.

1. A minor land division shall consist of any of the following acts, and shall be subject to the provisions of this chapter:
    a. "Land splits" as defined in A.R.S. § 9-463.
    b. Any division of improved or unimproved land that is not a subdivision as defined in A.R.S. § 9-463.02, but is located on land that is subject to a condition of rezoning prohibiting further lot splits without the approval of the town or the council.

See A.R.S. § 9-463 defines "land splits" as "the division of improved or unimproved land whose area is two and one-half acres or less into two or three tracts or parcels of land for the purpose of sale or lease"

2. The preparation, submittal, review, and approval of all minor land divisions shall proceed through the following progressive stages, except when otherwise provided in this section:
    a. Pre-application meeting with the town.
    b. Submittal of the minor land division application and map for review, and approval by the planning manager.
    c. Recordation of minor land division map with the county recorder.
3. Minor land divisions shall provide for the dedications of land, rights-of-way and easements associated with the division of land.

B. Pre-application meeting. The pre-application meeting provides an opportunity for the town and the applicant to review and exchange information regarding a proposed minor land division prior to the preparation and formal submittal of a minor land division application and map.

C. Minor land division design standards and requirements. All minor land divisions shall conform to the subdivision requirements for lot access to a street (17-5-3 C. 3), lot street frontage (17-5-3 C. 4), lot conformance (17-5-3 C. 5), lot widths and depths (17-5-3 C. 6), residential corner lots (17-5-3 C. 7), double frontage residential lots (17-5-3 C. 8), no-access easements (17-5-3 C. 9), and remnants (17-5-3 C. 10).

D. Action on minor land division applications. The planning manager shall approve or disapprove applications for minor land divisions as follows:

1. Approval.
    a. If the planning manager approves the minor land division application, the planning manager shall sign the map's approval block.
    b. After approval of the minor land division, the applicant shall pay to the town the fee charged by the county recorder to record the map, and the town shall then record the map with the county recorder.
2. Disapproval.

a. If the planning manager disapproves the minor land division application, the planning manager will send the applicant a letter stating the reasons for the disapproval.

b. A minor land division application and map addressing the deficiencies noted by the planning manager may be resubmitted without additional fee within 45 calendar days of the planning manager's disapproval.

3. Appeal. An applicant may appeal a final action by the planning manager to the board of adjustment pursuant to subsection 17-2-2(D)(2).

17-5-6 Violations and penalties

A. It shall be a class 1 misdemeanor to record or attempt to record with the county recorder a subdivision plat or minor land division map of any land within the town that has not been approved by the town.

B. It shall be a class 1 misdemeanor to attempt to achieve a minor land division or to achieve a minor land division or to attempt to establish a subdivision or to establish a subdivision of any land within the town without first having obtained the approval of the town as provided for by this chapter.

SECTION 5. Marana Town Code Title 17 (Land Development) is hereby amended by deleting existing Chapter 17-6 (General Development Regulations) in its entirety and replacing it with new Chapter 17-6 as follows:

CHAPTER 17-6. GENERAL DEVELOPMENT REGULATIONS

Sections:

17-6-1 Nonconforming structures and land uses 1
17-6-2 Relationships to streets, other structures, and other property 2
17-6-3 Sewage sludge restriction..... 2
17-6-4 Irrigation lines and ditches..... 3
17-6-5 Nuisance uses prohibited..... 3
17-6-6 Specifications for the installation of fiber optics 4
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17-6-1 Nonconforming structures and land uses

A. Continued use.

1. The owners of land and structures shall not be deprived of the use of any property for the purpose to which it was lawfully devoted at the time of the enactment of this code because of any provision of this code.
2. Nonconforming buildings or structures or land uses may be continued to the same extent and character as that which legally existed on the effective date of this code and any regulations derived from it.
3. Repairs may be made to a nonconforming building or structure or to an existing building or structure housing a nonconforming use.

B. Limitations on enlargement. Any nonconforming but otherwise legal use within a building may be expanded within the same building in which said use is located, provided that:

1. no substantial modifications are made in the building; or
2. the increase or expansion is required to comply with an order to improve issued by a health or safety official.

C. Restoration of damaged buildings. A nonconforming building or structure or a building or structure occupied by a nonconforming use which is damaged or destroyed by fire, flood, or other calamity or act of nature may be restored, and the building or structure or use of such building, structure, or part thereof may be continued or resumed provided that such restoration is started within a period of one year from the date of destruction or damage and is diligently prosecuted to completion. Such restoration shall not increase the floor space devoted to the nonconforming use over that which existed when the building became nonconforming, and such

exemption from conforming to this code shall only be to the extent that the building did not conform in the past.

D. Discontinuance or abandonment. A nonconforming building or structure or portion thereof, or a lot or parcel occupied by a nonconforming land use, which is or which hereafter becomes abandoned or which is removed from use for a continuous period of one year or more shall not thereafter be occupied except by a use which conforms to the regulations of the zone in which it is located.

E. Change to a conforming use. Any nonconforming building or structure or land use that has been changed to a conforming building or structure or land use shall not thereafter be changed back to a nonconforming building, structure, or land use.

F. Change to another nonconforming use. A nonconforming use of a building or structure shall not be changed to another nonconforming use. Changes in use shall be permitted only to a conforming use.

17-6-2 Relationships to streets, other structures, and other property

A. Clear view of intersecting streets. On all lots or parcels of land on which a front setback is required, no obstruction that will obscure the view of motor vehicle drivers shall be placed within the triangular area formed by the intersecting street property lines and a line connecting them at points of 45 feet from the intersection of said street property lines, except that trees may be permitted within said triangular area provided that those trees are placed in the street planter strip and the limbs are pruned to at least six feet above the grade level of the adjacent street.

B. Effect of street plan. The front or side setback of a building or structure to be constructed on a lot abutting a street designated in the general plan or in a specific plan shall be measured from the planned right-of-way line of the street and not from the existing property line.

C. Drainage. Surface water shall not be allowed to drain from any lot onto any adjacent lot, parcel, or easement, except upon written agreement with the owner of the adjacent lot, parcel, or easement.

17-6-3 Sewage sludge restriction.

The application of sewage sludge to the surface or within eight inches of the surface of any land within one quarter mile of any human residence shall be prohibited, except where written

permission to do so has been obtained from the owner of said residence and filed with the town clerk.

17-6-4 Irrigation lines and ditches

Before a permit can be issued for development of parcels or lots with an irrigation channel either within the parcel or lot or adjacent thereto within perimeter easements or the nearest half of a street or alley right-of-way, such irrigation facilities shall be undergrounded in accordance with a plan and schedule acceptable and agreed upon by the town engineer, the property owner, and the owner of the irrigation facilities.

17-6-5 Nuisance uses prohibited

A. Purpose and scope: The purpose of this section is to promote the health, safety, economic, aesthetic and general welfare of the citizens of the town, and to protect neighborhoods against nuisances, blight and deterioration, by establishing requirements for the maintenance of all land, whether improved or vacant. This section shall apply to all lands within the town, without regard to zoning or use.

B. Composting prohibited: No person shall compost or permit the composting of organic waste; manure; tree, grass or shrub clippings; grease; bio-solids, or other similar material on any property within the town limits except for composted material that is utilized directly on the property from which it is composted and except for permitted accessory composting facilities in the AG and RR zones.

C. Used tire storage prohibited.

1. No person shall store or allow the storage of used automobile, truck, or other vehicle tires:

   a. Of a type different from those used by vehicles owned by that person and legally parked or stored on the property, or

   b. In a quantity greater than two spare used tires for each vehicle owned by that person and legally parked or stored on the property.

2. All used tires shall be stored inside a completely enclosed structure.

3. This paragraph C shall not apply to a properly licensed and operating entity engaged in the retail sale or disposal of used tires.

D. Grease ponds prohibited: No person shall allow a grease pond or open grease storage facility to be maintained on any property within the town limits.

E. Similar uses prohibited. The planning manager may determine other similar uses to be a nuisance.

17-6-6 Specifications for the installation of fiber optics

A. Fiber optic cables or lines installed within the municipal limits of the town shall not be installed as a direct bury cable.

B. All fiber optic cables or lines shall be installed within a conduit of at least one inch PVC or other approved material. At the time of initial installation, one extra conduit of at least one inch PVC or other approved material for future expansion shall also be installed.

C. New conduit installation designated for fiber optic cables or lines shall be encased in a minimum of six inches of concrete on all sides of the conduit or conduits. New installations shall have a minimum of four feet of cover on the top of the concrete encasement. A magnetic warning tape shall be placed two feet above the encasement, which shall include a written message indicating the presence of fiber optics in the conduit systems installed, even if they are initially intended to carry standard copper wire cables.

D. If that fiber optic cables or lines are to be installed in existing conduit systems, the installation thereof shall comply with the specifications in the foregoing subsection.

E. All installations of fiber optic cables or lines, whether in new conduit installations or existing conduit installations, shall require a permit.

F. Upon the submission of plans and the application for a permit, it shall be clearly noted thereon by the applicant that fiber optic cables or lines are to be installed pursuant to the permit being requested.

G. Whenever the town, private consultants or entities, or other agencies request any information on existing utilities to be used on the preparation of improvement or development or other plans, existing fiber optic cables or lines shall be clearly indicated on information furnished by the applicable utility company.

H. Any of the foregoing plans prepared shall include a special warning of sufficient size and placed on the plans in such a way that contractors will be aware of the presence and existence of fiber optic cables or lines.

I. Any fiber optic cables or lines installed within the town shall be located in the field, during construction, as part of the "Blue Stake" program.

J. Any locations marked on the ground surface shall include special notations that will adequately indicate the existence of fiber optic cables or lines to the contractor.

17-6-7 Animal-keeping

A. General.

1. Animal density limitations shall not apply to un-weaned animals or household pets.

2. The planning manager may grant exceptions to animal-keeping regulations for activities sponsored by the 4-H club, future farmers of America, or other similar nonprofit organization.

B. Location of animal-keeping structures. See section 17-4-3 (use conditions matrix), table 4 (conditions per use).

C. General maintenance. Animal-keeping structures shall be arranged, conducted, and maintained in compliance with title 6 (animal control) and so that:

1. The animal-keeping area is completely enclosed within a fence capable of containing the animals being kept.

2. Construction materials are non-toxic.

3. Animal-keeping does not create a nuisance for surrounding properties.

4. Generation of dust is minimized.

5. Outdoor lighting does not generate glare in the direction of streets and or adjacent properties; and is consistent with the town lighting code.

17-6-8 Medical marijuana dispensary

A. The minimum requirements of this section shall apply to any "medical marijuana dispensary" located in any zoning district.

B. In addition to any other application requirements, an applicant for any "medical marijuana dispensary" conditional use permit shall provide the following:

1. A notarized authorization executed by the property owner, acknowledging and consenting to the proposed use of the property as a medical marijuana dispensary.

2. The legal name of the medical marijuana dispensary.

3. The name, address, and birth date of each officer and board member of the nonprofit medical marijuana dispensary.
4. A copy of the operating procedures adopted in compliance with A.R.S. § 36-2804 (B) (1) (c).
5. A notarized certification that none of the nonprofit medical marijuana dispensary officers or board members has been convicted of any of the following offenses:
    a. A violent crime as defined in A.R.S. § 13-901.03 (B) that was classified as a felony in the jurisdiction where the person was convicted.
    b. A violation of state or federal controlled substance law that was classified as a felony in the jurisdiction where the person was convicted except an offense for which the sentence, including any term of probation, incarceration or supervised release, was completed ten or more years earlier or an offense involving conduct that would be immune from arrest, prosecution or penalty under A.R.S. § 36-2811 except that the conduct occurred before the effective date of that statute or was prosecuted by an authority other than the state of Arizona.
6. A notarized certification that none of the nonprofit medical marijuana dispensary officers or board members has served as an officer or board member for a medical marijuana dispensary that has had its registration certificate revoked.
7. A floor plan showing the location, dimensions and type of security measures demonstrating that the medical marijuana dispensary will be secured, enclosed, and locked as required by law.
8. A scale drawing depicting the property lines and the separations from the nearest property boundary of the parcel containing the medical marijuana dispensary to the property boundary of the parcel containing any existing uses listed in paragraph D below. If any of the uses are located within 50 feet of the minimum separation, the drawing, showing actual surveyed separations, shall be prepared by a registered land surveyor.
9. A notarized acknowledgment of the requirements of Pima county code chapter 8.80 ("medical marijuana").

C. A medical marijuana dispensary shall:

1. Be located in a permanent building and may not be located in a trailer, cargo container or motor vehicle.

2. Not have drive-through service.
3. Not emit dust, fumes, vapors or odors into the environment.
4. Prohibit consumption of marijuana on the premises.
5. Not have outdoor seating areas.
6. Display a current town of Marana business license applicable to a medical marijuana dispensary.
7. Have operating hours not earlier than 7:00 a.m. and not later than 10:00 p.m.

D. A medical marijuana dispensary shall meet the following minimum separations, measured in a straight line from the boundary of the parcel containing the medical marijuana dispensary to the property boundary of the parcel containing any existing uses listed below:

1. 2,000 feet from any other medical marijuana dispensary or medical marijuana dispensary offsite cultivation location.
2. 2,000 feet from a residential substance abuse diagnostic and treatment facility or other residential drug or alcohol rehabilitation facility.
3. 1,000 feet from a public, private, parochial, charter, dramatic, dancing, music, learning center, or other similar school or educational facility that caters to children.
4. 1,000 feet from a childcare center.
5. 1,000 feet from a public library or public park.
6. 1,000 feet from a church.
7. 1,000 feet from a facility devoted to family recreation or entertainment.

E. A medical marijuana dispensary offsite cultivation location is prohibited within the town limits.

F. The number of medical marijuana dispensaries permitted within the town limits of Marana shall be limited to two. The number of permitted medical marijuana dispensaries shall be increased by one for each Marana population increase of 50,000 over and above the official 2010 census figure for Marana.

G. The medical marijuana dispensary operator and the owner of the property shall jointly share the rights and obligations of a medical marijuana dispensary conditional use permit issued under this section.

H. If a medical marijuana dispensary ceases to operate at a property for which a conditional use permit has been issued

under this section, the owner of the property shall have the right to lease or sell the property to another medical marijuana dispensary operator without the need for a new medical marijuana dispensary conditional use permit, subject to the following conditions and requirements:

1. A new conditional use permit shall be required if the medical marijuana dispensary conditional use permit expires by operation of section 17-3-2 (conditional use permits) paragraph K (expiration upon discontinuance).
2. Before opening to the public, the new medical marijuana dispensary operator shall provide to the town the information and documentation set forth in subparagraphs 1 through 7 and 9 of paragraph B of this section.
3. The new medical marijuana dispensary operator shall obtain a new medical marijuana dispensary conditional use permit if the planning manager determines that the floor plan provided as required by subparagraph 7 of paragraph B of this section is substantially different from the floor plan approved in the medical marijuana dispensary conditional use permit. For purposes of making this determination, the planning manager shall disregard floor plan changes required by the state as a condition of the operator’s state license.

17-6-9 Shipping containers

Shipping containers shall not be used as storage facilities in any residential, commercial, or mixed-use zone, except that a storage pod is permitted for a period not to exceed 30 days while remodeling or moving.

SECTION 6. Marana Town Code Title 17 (Land Development) is hereby amended by adding new Chapter 17-7 (Residential Design Standards) as follows:

CHAPTER 17-7. RESIDENTIAL DESIGN STANDARDS

Sections:

17-7-1 Purpose 1
17-7-2 Applicability 1
17-7-3 Neighborhood design plan submittal 2
17-7-4 Neighborhood design plan basic standards 2
17-7-5 Residential design plan submittal 4
17-7-6 Residential design plan basic standards 4
17-7-7 Alternative residential design plan 6
17-7-8 Setback, lot coverage, and building height modifications 8

17-7-1 Purpose

The purpose of the neighborhood and residential design standards is to foster the establishment of neighborhoods that avoid the appearance of "production," leading to greater diversity and quality of residential development within the town by:

A. Fostering variety of architectural style, house and lot size within and among residential neighborhoods.

B. Creating pedestrian friendly neighborhood streets through reduced pavement and increased landscaping.

C. Providing visual relief and shade through landscaping along streets, common entryways, common areas, and on individual lots.

D. Integrating roads, paths, and trails within neighborhoods and through adjacent neighborhoods.

E. Incorporating parks and open space into the fabric of the neighborhood.

17-7-2 Applicability

A. Neighborhood design standards shall apply to any subdivision containing one or more lots 16,000 square feet or smaller, unless the subdivision is part of a specific plan governed by neighborhood design regulations tailored to that plan.

B. Residential design standards shall apply to all detached dwellings in subdivisions containing one or more lots 16,000 square feet or smaller, unless the residential lot is within a specific plan governed by residential design regulations tailored to that plan.

C. Where an application for a subdivision contains multiple blocks, the standards of this chapter shall apply to each block as if it were a single subdivision.

D. The standards of this ordinance supplement the standards of chapter 17-5 (subdivisions). Where there is a conflict between this ordinance and either of these titles, the standards of this ordinance shall apply.

17-7-3 Neighborhood design plan submittal

A. Time of submittal. A property owner shall submit a neighborhood design plan in accordance with these regulations as part of the preliminary plat submittal. Where a preliminary plat consists of one or more parcels or a block plat to be further subdivided into lots, the adopted neighborhood design plan shall apply to all subsequent subdivisions and resubdivisions, unless a new neighborhood design plan has been approved.

B. Submittal process. The applicant shall provide information, documents, or other relevant material that the planning manager believes is reasonable and necessary to evaluate, analyze, and understand the application.

17-7-4 Neighborhood design plan basic standards

A. Basic standards. The neighborhood design plan shall be at a minimum comprised of the following basic standards as described below, or as described in section 17-7-7, to accomplish the purpose of this chapter.

B. Site planning standards.

1. Streetscape standards.

   a. All subdivision streets shall depict street layout, curbs, sidewalks, and landscaping and their relationship to building frontages.

   b. Where a submittal includes only parcels or blocks, but not individual lots, the neighborhood design plan shall depict all collectors within the subdivision and points of access to adjacent streets.

2. Common area and recreation area standards.

   a. Public neighborhood parks and open spaces shall comply with section 17-5-3(B)(9) (recreational area) and the town of Marana subdivision recreational area design manual.

   b. All subdivisions shall contribute to the town's regional park and trail system, either through land donation and/or an impact fee.

   c. Drainage ways and detention/retention areas shall be designed to create a natural appearance, with meandering channels rather than linear and trapezoidal channels.

   d. Land shall be graded to balance cut-and-fill areas and to distribute grade changes throughout the subdivision, to avoid where practicable grade differences and cut slopes greater than 4:1 between adjacent lots and between lots and adjacent rights of way.

3. Street trees.

a. A local street plan shall depict sidewalks separated from the curb by a landscaped curbway not less than six feet wide.

b. At least one street tree shall be planted every 50 feet along the curbway.

c. The homeowners' association shall maintain all landscaping in the right-of-way as provided for in a license agreement from the town.

d. The town may consider an alternative street tree plan where the applicant can show the plan integrates with an acceptable precedent of landscaping set by existing development or site conditions.

e. All trees and plants shall meet Arizona nursery association minimum guidelines as to caliper and height and the town's official regulatory plant list.

C. Entry and edge standards.

1. Entry landscaping.

a. The main entrance to the subdivision shall be landscaped to visually enhance the character of the neighborhood and complement the community.

b. Secondary entry landscaping treatments shall be used at access locations other than the main entrance to the subdivision.

2. Edge landscaping. Where a subdivision abuts an existing collector or arterial, the applicant shall provide a landscape plan for the abutting right-of-way in consultation with the planning manager and town engineer.

3. Irrigation. All plants shall be on an underground drip irrigation system.

4. Perimeter walls. Walls visible from the public right-of-way and adjacent existing residential development shall not be made of uncolored grey block and shall incorporate one or more of the following:

a. One or more visually appealing design treatments, such as the use of two or more decorative materials like stucco, tile, stone, wrought iron, or brick.

b. A visually interesting design on the wall surface.

c. Varied wall alignments, such as a jog, curve, notch, or setback.

d. Trees and shrubbery in voids created by wall variations.

5. View fencing. View fencing shall not be used abutting a public street.

17-7-5 Residential design plan submittal

A. Plan required. An applicant shall submit a residential design plan prior to applying for a building permit.

B. Submittal process. The applicant shall submit all documents, exhibits, including building elevations, as required by the town. The applicant shall provide additional information or other relevant material that the planning manager believes is reasonable and necessary to evaluate, analyze, and understand the application.

C. Review process. The planning manager or designee shall review residential design plans according to the standards of subsections 17-7-6 or 17-7-7.

17-7-6 Residential design plan basic standards

A. Architectural standards.

1. Multi-story development.

   a. Not more than 50% of the lots in a subdivision may contain multi-story dwellings.

   b. All multi-story houses must display four-sided architecture, except where a wall is on a lot line.

2. Garage layout. Not more than 50% of the lots in a subdivision shall have garages flush with or that project in front of the livable space of the dwelling. Where a front porch or courtyard extends five feet or more in front of a garage the garage shall not be considered to be flush or projecting.

3. Color. Color schemes other than a dwelling's trim color shall not exceed a light reflectivity value of 60%. The residential design plan shall include a color palette that ensures variety along the streetscape and within the neighborhood. The plan shall describe how the color palette will be implemented.

4. Front dwelling facade. The residential design plan shall incorporate a range of details and massing conditions for each dwelling that, when placed together, will provide an attractive, unique street scene. Each front dwelling facade on any residential street shall include at least three of the following design features, or shall present an alternative that achieves the intent of these regulations:

   a. Varied roof line, wherein elements of the dwelling display different heights, or where roof design changes more than two planes or directions.

   b. Windows recessed at least two inches from the building wall, or casement windows.

   c. Bay window or other similar projection.

   d. A front facade that displays a contrasting building material, including, but not limited to, stone, brick, or tile.

e. Front porches or courtyards 50 square feet or larger that project five feet or more from the dwelling facade.

f. Garages entered from a side street crossing a side lot line of the lot or a side entry garage located perpendicular to the front facade of the dwelling. The wall of the garage facing a street shall include at least one window.

g. Front entry garages recessed seven feet or more from the livable area of the dwelling.

h. Rear entry garages from an alley or parking court, where there is an approved alternative neighborhood design plan.

5. Corner lots, lots adjacent to a park, or lots separated by an easement or common area. Where a house is located on a corner lot, is adjacent to a park, or where two lots are separated by an easement or common area, the house on such lots shall display four-sided architecture except where a wall is on a lot line.

B. Individual lot landscaping.

1. An individual lot shall contain a minimum of one tree planted in the front yard.

2. Where drainage permits, landscaping shall be required within abutting side yards between two adjacent dwellings.

3. All trees and plants shall meet Arizona nursery association minimum guidelines for caliper and size and shall conform to the town’s official regulatory plant list.

4. All screen walls enclosing individual side and rear lots shall be uniform throughout the subdivision and shall be designed to incorporate color or contrasting materials or design elements. No uncolored grey block shall be allowed. View fencing may be required in certain locations where houses back onto natural features or other amenities.

5. Air conditioners, pool equipment, or other mechanical equipment shall be fully screened from view by a screen wall.

C. Lots adjacent to major roads. Any house located adjacent to a major road shall display four-sided architecture; no adjacent houses may display the same rear elevation.

D. Multi-story dwellings. Multi-story dwellings shall be prohibited on those lots along the edge of a subdivision where adjoining existing lots have one-story dwellings. This provision shall not apply to subdivisions located adjoining each other within a master planned community approved under a common rezoning.

E. Building materials. Materials may include stucco, brick, adobe, rock, flagstone, wood, metal, and other similar distinct materials. Where metal is used, including window shades, it shall be treated so that its light reflective value does not exceed 50%.

F. Architectural variety.

1. For subdivisions with 30 lots or more, the residential design plan shall include at least four different base models with three different front elevations per model; the number of elevations per model may be reduced to two if the residential design plan provides five or more models.
2. For subdivisions with fewer than 30 lots, the residential design plan shall include at least two different base models with two elevations per model.
3. For subdivisions with 30 lots or more no front elevation may be repeated more than one house in every five along a single side of a street.
4. For subdivisions with fewer than 30 lots no two houses shall display the same elevation.
5. The base color of a house may be repeated no more than one house in every three along a single side of a street.

17-7-7 Alternative residential design plan

A. Alternative residential plan. An alternative residential design plan is required when an alternative neighborhood design plan requests multi-story dwellings for more than 50% but no more than 60% of the subdivision.

B. Architectural standards.

1. Color. Color schemes other than a dwelling’s trim color shall not exceed a light reflectivity value of 60%.
2. Front dwelling facade. The front dwelling facade shall include:
    a. Varied roof line, wherein elements of the dwelling display different heights, or where roof design changes more than two planes or directions; or where adjacent houses display different heights or different roof styles.
    b. Windows recessed at least two inches from the building wall, or casement windows, or bay windows or other similar projection as a structural element.

3. Front porches. At least 50% of all dwellings in a subdivision shall include front porches or courtyards 50 square feet or larger that project five feet or more from the dwelling facade.
4. Front entry garages.
    a. Where front entry garages are used, not more than 25% of those garages may be flush with or project in front of the livable space of the dwelling. Where a front porch or courtyard extends five feet or more in front of a garage the garage shall not be considered to be flush or projecting.
    b. Garages that are not flush with or do not project in front of the livable space of the dwelling shall be set back at least seven feet from the livable space of the dwelling.
5. Side entry garages. Garages entered from a side street crossing a side lot line of the lot or a side entry garage located perpendicular to the front facade of the dwelling. The wall of the garage facing a street shall include a window or other architectural detail.
6. Rear entry garages. Rear entry garages where access is taken from an alley or parking court may be used, in accordance with an approved alternative neighborhood design plan.
7. Corner lots. Where a house is located on a corner lot it shall display four-sided architecture except where a wall is on a lot line.

C. Individual lot landscaping.

1. An individual lot shall contain a minimum of one tree planted in the front yard.
2. Where drainage permits, landscaping shall be required within abutting side yards between two adjacent dwellings.
3. All trees and plants shall meet Arizona nursery association minimum guidelines for caliper and size and shall conform to the town’s official regulatory plant list.
4. All screen walls enclosing individual side and rear lots shall be uniform throughout the subdivision and shall be designed to incorporate color, or contrasting materials or design elements. No uncolored grey block shall be allowed. View fencing may be required in certain locations.
5. Air conditioners, pool equipment, or other mechanical equipment shall be fully screened from view by a screen wall.

D. Lots adjacent to major roads. Any house located adjacent to a major road shall display four-sided architecture except where a wall is on a lot line.

E. Building materials. Materials may include stucco, brick, adobe, rock, flagstone, wood, metal, and other similar distinct materials. Where metal is used, including window shades, it shall be treated so that its light reflective value does not exceed 50%.

F. Architectural variety.

1. For subdivisions with 30 lots or more, the residential design plan shall include at least four different base models with three different front elevations per model; the number of elevations per model may be reduced to two if the residential design plan provides five or more models.
2. For subdivisions with fewer than 30 lots, the residential design plan shall include at least two different base models with two elevations per model.
3. For subdivisions with 30 lots or more no front elevation may be repeated more than one house in every five along a single side of a street.
4. For subdivisions with fewer than 30 lots no two houses shall display the same elevation.
5. The base color of a house may be repeated no more than one house in every three along a single side of a street.

17-7-8 Setback, lot coverage, and building height modifications

A. The planning manager may approve the modifications set forth in this section in conjunction with a basic residential design plan to achieve the purpose of this chapter.

B. Setbacks. Setbacks shall adhere to the requirements of chapter 17-4 (zoning), except for the following:

1. Front setback.
    a. Front entry garages. Where front entry garages are recessed ten feet or more from the livable portion of the dwelling, front setbacks may be reduced to ten feet.
    b. Side entry garages. Where a side entry garage is located perpendicular to the front facade of the dwelling, the front setback may be reduced to five feet. However, the driveway must provide a 20-foot space to accommodate a parked vehicle without blocking the sidewalk or a driveway less than eight feet, so that a vehicle must be parked in the garage to avoid blocking the sidewalk. The garage wall facing the street must have at least one window or other architectural detail.
    c. Front porches or courtyards. Front setbacks may be reduced to five feet. However, the driveway must provide a 20-foot space to accommodate a parked vehicle without blocking the sidewalk or a driveway less than eight feet, so that a vehicle must be parked in the garage to avoid blocking the sidewalk.

2. Rear setback.

   a. Front entry garages. Where front entry garages are recessed ten feet or more from the livable portion of the dwelling, the rear setback may be reduced to five feet.

   b. Rear entry garages. Where there are rear entry garages, the dwelling area rear setback may be reduced to five feet. Parked cars shall not block alley access.

C. Lot coverage. Where a garage is recessed ten feet or more from the livable portion of the dwelling, or where there is a rear entry garages, lot coverage may be increased to 55% of the lot.

D. Height. Building height may be increased to 30 feet to meet the design objectives of a residential design plan.

SECTION 7. Marana Town Code Title 17 (Land Development) is hereby amended by adding new Chapter 17-8 (Multi-Family, Commercial, and Industrial Design Standards) as follows:

CHAPTER 17-8. MULTI-FAMILY, COMMERCIAL, AND INDUSTRIAL DESIGN STANDARDS

Sections:

17-8-1 Definitions; purpose; intent; applicability....1
17-8-2 Site layout and building orientation....2
17-8-3 Circulation and access....3
17-8-4 Pedestrian amenities for commercial centers....5
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17-8-1 Definitions; purpose; intent; applicability

A. The following definitions shall be used in this chapter, unless a different meaning is clearly indicated by the context:

1. Building form: The shape and structure of a building as distinguished from its substance or material.

2. In-line commercial center: Multiple commercial uses organized in an in-line fashion. Individual stores within the center are attached, sharing one or more side walls but have separate entrances. In-line commercial centers typically share a single parking area that is located at the front or front and side of the center.

B. Purpose. These design and development standards promote high-quality, attractive development compatible with the town's general plan principles and policies.

C. Intent. These standards are intended to:

1. Encourage consistency in the quality of multi-family, commercial, and industrial development within the town;

2. Assure the fair and consistent application of the town's design objectives for multi-family, commercial, and industrial projects; and

3. Ensure that multi-family, commercial and industrial development is functional and safe.

D. Applicability.

1. Except where explicitly stated otherwise, these standards apply to all new multi-family, commercial, and industrial development in MR-1, MR-2, RR, NC, VC, LI, HI, and BU medium and high intensity zones.
2. These standards serve as the baseline for the development of any multi-family, commercial, and industrial uses incorporated into a newly established specific plan.
3. These standards apply to an addition, major renovation, or retrofit of an existing development. Major renovation does not include routine maintenance and repair of a structure or other feature within the development, such as roof replacement or general repairs to a parking area or other non-structural site feature.

17-8-2 Site layout and building orientation

A. Intent. This section is intended to accomplish the following goals in multi-family, commercial, and industrial developments.

1. To ensure that the organization of buildings helps to define primary street frontages and development entrances; to establish a more compact, pedestrian-friendly pattern of development.
2. To encourage a less engineered, more passive approach to the treatment of washes, drainage basins, and other natural features.

B. Standards

1. General
    a. Orient the primary building entrance facing the primary public street, to the extent feasible considering topographical or other site features.
    b. Design the layout of large developments to break the site into a series of smaller "blocks" defined by pad site buildings, pedestrian walkways, streets or other vehicular circulation routes.
2. Primary building entrance. Except in the HI zone, the primary building entrance must be visually prominent and provide shade for pedestrians, through the use of two or more of the following features:
    a. A canopy, portico, archway, arcade, or similar overhang that provides architectural interest and pedestrian protection;
    b. A raised corniced parapet over the door;
    c. An outdoor pedestrian feature such as a seat wall with landscaping;
    d. Architectural detailing such as tile work and moldings integrated into the building structure; and
    e. A peaked roof form.

f. Other elements as determined by the planning manager.

3. Multi-story buildings. Multi-story buildings must incorporate changes in material, architectural accents, or other features.

4. Building relationships and orientation. Buildings within multi-building developments must be arranged and grouped so their primary orientation does one or more of the following:

   a. Frames the corner of an adjacent street intersection or entry point to the development;

   b. Frames and encloses a "main street" pedestrian and/or vehicle access corridor within the development site;

   c. Frames and encloses parking areas, public spaces, or other site amenities on at least two sides; or

   d. Frames and encloses outdoor dining or gathering spaces for pedestrians between buildings.

5. Washes and natural features. Natural topography should be integrated into the site design to the extent feasible.

   a. Washes with significant quality vegetation or other significant natural features must be incorporated into the overall design and layout of a development as visual and functional amenities, rather than being piped and placed underground.

   b. Finished slopes should taper or terrace to match existing grades and the grades on adjacent streets and properties.

   c. Grade changes and berming should be used as a design element and to screen undesirable views.

   d. Retaining walls may not exceed six feet in height.

6. Adjacency to AG, RA, ER, NR, and GR. When commercial or industrial development is adjacent to AG, RA, ER, NR, and GR zones or groups, side and rear setbacks must equal or exceed the height of the primary building on the site.

17-8-3 Circulation and access

A. Intent. This section is intended to accomplish the following goals in multi-family, commercial, and industrial developments.

   1. Provide safe, efficient, and convenient vehicular and pedestrian access and circulation patterns within and between developments.

   2. Preserve the efficiency of arterials as additional development occurs.

   3. Ensure that service areas (delivery, trash, and loading facilities) are located and sized to function without impeding regular vehicular and pedestrian circulation and access routes.

B. Vehicular circulation and access

1. Uses shall not access local streets unless a local street provides the only legal access to the lot.
2. The number and location of access driveways must be approved by the town engineer.
3. Vehicular connections shall be provided from a development site to abutting roadways or circulation routes on adjacent properties to allow convenient access to multiple businesses and to help reduce the overall number of access points on arterials.
4. Circulation patterns for drive-thru facilities shall be designed to accommodate the stacking of vehicles without interfering with the movement of vehicles or pedestrians on primary circulator routes.
5. To the maximum extent practicable, drive aisles shall utilize a two-way traffic circulation pattern unless buildings are configured in a "main street" pattern that can efficiently accommodate on-street parking, a one-way traffic flow, or other alternative circulation pattern
6. The preferred parking design shall be 90-degree parking stalls, with two way traffic.

C. Refuse containment:

1. All outdoor trash and refuse storage areas must be enclosed from view on all sides by opaque fencing and solid gates made of materials and colors consistent with on-site building materials and design.
2. Trash may be contained within an enclosable metal bin if screened from public view.

D. Pedestrian circulation and access

1. All sidewalks and pedestrian walkways must be a minimum of five feet in width. A minimum of eight feet is required where wheel stops are not used and parked vehicles overhang sidewalks.
2. A continuous network of on-site pedestrian walkways must be provided to allow for direct access and connections to and between the following:
    a. The primary entrance or entrances to each commercial building on the site, including pad site buildings;
    b. Any sidewalks or walkways on adjacent properties that extend to the boundaries shared with the commercial development;
    c. Public sidewalk along the perimeter streets;
    d. Adjacent land uses and developments; and
    e. Any adjacent public park, greenway, or other public or civic use.

3. On-site pedestrian walkways may not end without a logical current or future connection.
4. At each point that a pedestrian walkway crosses a parking lot, street, or driveway, the walkway must be clearly visible to pedestrians and motorists through the use of two or more of the following methods:
    a. A change in paving material or paving color;
    b. A change in paving height;
    c. Decorative bollards;
    d. A painted crosswalk;
    e. Signage; or
    f. A raised median walkway buffered by landscaping.

17-8-4 Pedestrian amenities for commercial centers

A. Intent. This section is intended to accomplish the following goals in commercial centers.
    1. To provide opportunities for outdoor patio dining, plazas, and other outdoor gathering spaces that encourage pedestrian activity.
    2. To provide opportunities for pedestrians to seek refuge from the harsh desert elements.
    3. To provide convenient "comfort stations."

B. Design standards for commercial centers
    1. Outdoor gathering spaces
        a. The incorporation of plazas, pocket parks, and patio dining spaces is strongly encouraged.
        b. Outdoor gathering spaces must be integrated as part of the overall design of a commercial center.
        c. In-line commercial centers with a limited site area must incorporate outdoor gathering spaces by expanding pedestrian walkways along the front or side of the building.
        d. Outdoor gathering spaces must incorporate a variety of pedestrian-scaled features such as:
            i. Tables and chairs;
            ii. Benches;

iii. Seat walls and/or raised landscape planters;

iv. Shade trees;

v. Shade structures;

vi. Flower pots or hanging baskets; and

vii. Sculptures or other public art features.

2. Pedestrian refuge areas. Primary pedestrian circulation routes must be anchored by pedestrian refuge areas where pedestrians are physically separated from the flow of vehicular traffic and/or are protected from the desert elements.

17-8-5 Off-street loading

A. Stores must have a rear or side entrance that is accessible to a loading area and service driveway.

B. Service driveways must be:

1. A minimum of 20 feet in width.

2. Separate from the driveways or circulation system used by the vehicles of shoppers and/or fire lanes.

C. The arrangement of truck loading and unloading facilities for each store may not block or extend into any fire lane or any other private or public driveway or street used for vehicular circulation.

D. Loading and delivery zones must be clearly marked.

E. Joint-use loading and delivery shopping spaces may be permitted as a part of the approval of a complex.

17-8-6 Storage

Open storage of equipment and materials is prohibited. Open storage of stock-in-trade is permitted.

17-8-7 Mechanical equipment and ductwork

A. All roof mounted equipment and ductwork must be screened by an enclosure consistent with the architecture of the building.

B. Mechanical equipment, except utility equipment owned by the providers of those utilities, may not be exposed on an exterior wall surface of a building, and must be concealed or screened to the maximum extent practicable.

C. Use of an incinerator is permitted only in industrial zones upon the issuance of a conditional use permit (see section 17-3-2).

17-8-8 Cart storage areas for commercial centers

A. Intent. This section is intended to accomplish the following goals in commercial centers.

1. To ensure that cart storage areas minimize conflicts with primary drive aisles, parking areas, and pedestrian walkways.

2. To ensure the appearance is consistent with the overall theme of the development in terms of materials, color, and design character.
3. To distribute storage areas throughout the development.

B. Long-term cart storage areas must be located behind a decorative screening wall that is at least as high as the height of the carts.

C. Corrals that provide short-term cart storage must be designed with durable materials and design features that complement the architectural character of the center.

17-8-9 Architectural character

A. Intent. This section is intended to accomplish the following goals in multi-family, commercial, and industrial developments.

1. To achieve a unified appearance through the use of compatible materials, colors, and architectural character.
2. To ensure building materials are durable and have low maintenance requirements.

B. The architectural design must provide harmony in the character, materials, texture, color, and scale used on the buildings.

C. Buildings must include features such as, but not limited to:

1. Architectural shade devices;
2. Low-slung buildings with a strong, horizontal orientation;
3. Deeply recessed windows;
4. Covered porches or arcades;
5. Shed roof forms; and
6. The use of earthy materials, colors, and textures.

D. Blank walls void of windows, architectural details or other variation are prohibited.

E. Pad site buildings in a commercial center must incorporate materials and colors similar to those used on the primary building.

17-8-10 Parking structures

A. Parking structures must be designed to incorporate a comparable level of architectural detailing and quality of materials as found on primary buildings on the site.

B. Parking structures must be integrated with active uses.

17-8-11 Commercial and light industrial building massing

A. Intent. This section is intended to accomplish the following goals in commercial and light industrial developments.

1. To add character and visual interest to the large building forms typical of commercial and industrial development.

2. To break up the visual mass of large-format uses.
3. To establish a more pedestrian-friendly scale at the street level and at primary entrances.

B. The perceived mass and scale of buildings must be reduced by incorporating at least four of the following design elements consistent with the development’s architectural character:

1. Variations in roof form
2. Variations in parapet heights
3. Wall plane off-sets
4. Distinct changes in texture and color of wall surfaces
5. Ground level arcades
6. Second floor galleries/balconies
7. Protected or recessed entries
8. Other elements as determined by the planning manager.

C. Building walls that exceed 100 feet in length must incorporate a minimum of four of the following elements:

1. Distinct change in color
2. Distinct change in material or texture
3. Change in plane of the building wall that incorporates offsets or archways
4. Windows offset from wall plain
5. Awnings or pedestrian canopies
6. Ground level arcades
7. Other elements as determined by the planning manager.

D. This section does not apply to industrial uses in the HI zone.

17-8-12 Building transparency in commercial centers.

A. Pad site buildings in commercial centers must devote a minimum of 30% of the length of the front facade to windows or transparent entrances.

B. Commercial centers must devote a minimum of 25% of the length of each tenant space to windows or transparent entrances.

C. A retail store containing 100,000 square feet or more (gross floor area) must devote a minimum of 10% of the length of the front facade to windows or transparent entrances.

17-8-13 Exterior building materials and colors

A. Intent.

1. To encourage the creative incorporation of a broad range of colors in commercial and industrial development.

2. To achieve a unified appearance for multi-building or phased commercial and industrial developments through the use of compatible materials and colors.

B. Permitted materials include:

1. Brick;
2. Stone;
3. Integrally-colored, split face or ground face concrete masonry units;
4. Traditional cementitious stucco;
5. Exterior insulation and finish systems;
6. Standing seam metal roofs;
7. Concrete and clay tile roofs;
8. Clear and tinted glass;
9. Mosaic tile;
10. Wood (limited to architectural accents); and
11. Architectural metal.
12. Other materials of a comparable quality, durability, and character as approved by the planning manager.

C. Prohibited materials (except as accent material) include:

1. Untextured or unarticulated tilt-up concrete panels;
2. Prefabricated steel panels;
3. Corrugated metal or plastic;
4. Asphalt shingle roofs; and
5. Mirrored or otherwise highly reflective material.
6. Other materials of a similar nature as determined by the planning manager.

D. Exterior color and materials of all buildings and block walls facing residential areas must be harmonious with the residential development. All exterior walls must be either painted or surfaced with decorative materials.

E. This section does not apply to industrial uses in the HI zone.

17-8-14 Perimeter landscaping

A. Applicability. The requirements of this section supplement the requirements found in section 17-11-7. Where conflicts arise between the requirement of this section and the requirements of section 17-11-7, the requirements of this section shall take precedence.

B. With a town right-of-way license and town-approved landscape design, landscaping may be located in the public right-of-way.

C. All buffers shall contain the following minimum plant materials for each 1,500 square feet or fraction thereof: Six 15-gallon trees, 15 one-gallon shrubs and ten one-gallon ground cover plants

D. Screen walls and landscaping shall not be located in an area that impedes site visibility for vehicles entering or exiting the site.

17-8-15 Entryways

A. Projects ten acres or larger in size shall incorporate prominent focal points at major entrances to the center. Focal points shall be created through the use of:

1. Gateway monuments,
2. Sculpture or other public art elements,
3. Intense concentrations of vertical landscape forms or seasonal color,
4. Distinctive landforms,
5. Monument signage, or
6. Other features as appropriate to define entrances as visual gateways to the development.

B. Projects 15 acres or larger in size shall incorporate a landscaped median at major entrances to separate ingress and egress lanes and to enhance the appearance of the project gateway.

17-8-16 Fencing and walls

A. Intent. This section is intended to accomplish the following goals in multi-family, commercial, and industrial developments.

1. To promote visually interesting and attractive streetscapes along the town's arterials.
2. To encourage creativity in the design of fencing and walls.
3. To ensure that fencing and walls are consistent with the character of the development they serve.

B. Design standards.

1. Colors, materials, and forms used for fences and walls shall complement the architectural character of the primary building or overall development.
2. Materials must be durable and easily maintained to resist graffiti.
3. The maximum length of continuous, unbroken fence or wall plane shall be 30 feet. Walls shall be articulated using a combination of the following to break up the length of longer spans:

a. Decorative columns;

b. Diversity in texture and/or materials;

c. Offsets;

d. Landscape pockets;

e. Serpentine design; or

f. Similar features.

4. Screen walls located along a primary street frontage or that are visible from interstate-10 shall provide a higher level of design detail for visual interest.

5. The use of chain link fencing or exposed cinder block walls is not permitted in areas visible from the street or surrounding residential properties.

SECTION 8. Marana Town Code Title 17 (Land Development) is hereby amended by revising Chapter 17-9 (Parking) as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining):

[No changes to section 17-9-1]

17-9-2 Parking requirements.

[No changes to paragraphs A through C]

D. Location. The requirements of this paragraph apply in all zones except downtown and blended use zones.

1. Required parking spaces for residential uses must be located on the same lot as the residential use, or in a designated shared parking area located on an abutting lot or on a lot directly across a neighborhood street or collector ~~street~~.

[No changes to subparagraphs 2 through 4]

[No changes to paragraph E]

[No changes to section 17-9-3]

17-9-4 Bicycle parking.

A. Bicycle parking installation. Bicycle racks should be:

1. Located in highly visible, well-lit areas ~~within 50 feet of a building entrance used by the public~~,
2. Placed on and accessible by hard and stable surfaces,
3. Securely and permanently anchored to the ground, and
4. Installed in such a manner that the rack's parking capacity can be fully utilized.

B. Bicycle parking design.

~~1.~~ Each bicycle rack shall be constructed of durable material and capable of accommodating more than one bicycle.

~~2. An acceptable option is a bicycle rack constructed of tubular steel with an inverted U design that measures 20" to 30" wide by 32" to 36" tall when installed.~~

~~3. Each bicycle rack shall meet all of the following requirements:~~

~~a. Constructed of tubular steel with a minimum of 1/10" wall thickness, or similarly durable material.~~

~~b. Provide two points of support for each bicycle frame.~~

~~c. Allow the bicycle frame and one wheel to be locked to the rack using a typical U-shaped lock without disassembling the bicycle.~~

~~d. Accommodate a wide variety of bicycle sizes and types.~~

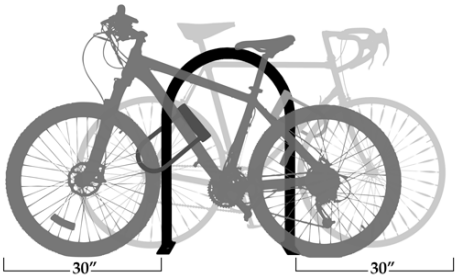


Figure A. A properly designed and installed bike rack provides two parking spaces

C. Bicycle racks must not be located within~~:~~

~~1. F~~five feet of hydrants, loading zones and bus stop markers~~,~~.

~~2. Three feet of curbs, driveways and manholes; and~~

~~3. Thirty inches of other bicycle racks, walls, utility meters, tree planters, and other obstructions.~~

D. Bicycle racks installed perpendicular to walkways must allow for a minimum clearance of six feet for pedestrian paths.

SECTION 9. Marana Town Code Title 17 (Land Development) is hereby amended by adding new Chapter 17-11 (Environmental Resource Preservation, Native Plant Protection, and Landscape Requirements) as follows:

CHAPTER 17-11. ENVIRONMENTAL RESOURCE PRESERVATION, NATIVE PLANT PROTECTION, AND LANDSCAPE REQUIREMENTS

Sections:

17-11-1 Purpose 1
17-11-2 Definitions 1
17-11-3 Site resource inventory 3
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17-11-1 Purpose

The purpose of this chapter is to respect the character of the town's natural environment by preserving natural habitat, scenic corridors, unique or significant ridges, peaks, riparian areas, wildlife corridors, rock outcroppings, and areas of significant vegetation.

17-11-2 Definitions

The following definitions apply to this chapter.

A. Native plant plan. A plan that specifies the proposed treatment of protected native plants being disturbed by development.

B. Noxious or invasive species: Species not native to Marana and adversely affecting species native to Marana. Noxious or invasive species include but are not limited to desert broom, tamarisk, Mexican palo verde, buffelgrass, and tree of heaven.

C. NUOS: Natural undisturbed open space.

D. Plant community: An area of vegetation dominated by one or more species that creates an environment that is beneficial, unique, or valuable to the desert ecosystem.

1. Climate, elevation, soil type and other factors ultimately determine the limits and boundaries of particular plant communities.

2. Examples of a plant community dominated by one species are grassland and creosote bush association, or a grove of trees, for example a mesquite bosque.

3. These communities can form almost pure stands of single species.

4. Examples of co-dominant communities are Cottonwood-Willow and Palo Verde - Saguaro associations.

E. Ridges/peaks: Raised land formations that are a dominant feature in the surrounding landscape or constitute a significant linking element, including the following:

1. Any parcel, lot, or project site containing slopes of 15% or greater, which are both longer than 50 feet when measured in any horizontal direction and higher than seven and one-half feet when measured vertically.

2. Areas which exhibit slopes that fail to meet the aforementioned standards but contain boulder collapse, boulder rolling, rockfalls, slope collapse, and/or talus slopes shall also be considered significant and/or unique and subject to the preservation standards described in section 17-11-3 below.

F. Riparian area: Area adjacent to or occurring on or near a watercourse or drainage feature containing a moderate to high density of healthy and diverse species and habitats, including but not limited to any area within a jurisdictional delineation established by the United States fish and wildlife service.

G. Rock outcropping: Land containing a diversity of rock groupings, structure types, exposed bedrock, or any significant geomorphic formation of varying dimension and texture.

H. SRI: Site resource inventory; that is, a map and inventory of significant features of a site, meeting the requirements of section 17-11-3 and containing the information required by the town’s SRI check list.

I. Unique significant vegetation: One or more specific plant communities, unique plant occurrences, or unique individual specimens, any of which has special value to the Sonoran desert ecosystem because of one or more of the following:

1. Plant species are native to the area.

2. Plant species composition is typical for the area.

3. Plants are generally healthy and will survive for five or more years.

4. Plant density is unusually high for the conditions (soil, slope, orientation, water availability).

5. An unusually large number of mature specimens of individual trees and/or columnar cactus species are present.

6. Noxious or invasive species are few and not visually prominent.

7. Grading or clearing has not substantially altered the landscape in the area.

J. Unique plant: Any native tree, shrub or cacti with extraordinary characteristics such as, but not limited to, age, size, shape, form, canopy cover or aesthetic value. An example may be crested saguaros, a rare, massive, ancient tree or specimen tree with an unusual shape.

K. Unique plant occurrences: Areas of vegetation that exist in contrast to the majority of the surrounding vegetative community due to either microclimates or availability of water resources. Examples are stands of ironwood trees and riparian areas.

L. Wildlife corridor: Land area that provides a source of connectivity between two or more isolated habitat islands in a region where habitat is fragmented by urbanization that compromises natural animal movement. Wildlife corridor designation is designed to increase the confluence of the natural landscape and the degree of animal mobility. Any land identified as a wildlife corridor must be suitable for wildlife movement and must include enough native resources to sustain migrating animals.

17-11-3 Site resource inventory

A. A site resource inventory (SRI) shall be prepared for any development on a site that contains unique or significant ridges, peaks, riparian areas, wildlife corridors, and significant vegetation. These areas shall be protected and preserved unless the town determines that it is not possible to do so without depriving the property owner of any economically viable use of the property.

B. The SRI shall guide the site design (site plan, rezoning, subdivision plat, and/or development plan) and shall be used to determine compliance with the native plant program.

C. A SRI shall be submitted with the pre-application materials for rezoning, preliminary plat and development plan submittals or one month before development submittal.

D. The SRI shall be based on an aerial photograph of the site that is no older than two years from the date of submittal.

E. Preservation of unique significant vegetation should emphasize contiguous groups of natural areas and unique significant vegetation. Areas of unique significant vegetation include, but are not limited to, other natural areas protected by this code.

17-11-4 Riparian areas, wildlife corridors and areas of significant vegetation

The following information shall be required, as it may apply:

A. The property owner shall provide the town with a complete SRI per the requirements of section 17-11-3.

B. Biological linkages between existing wildlife and riparian corridors shall be maintained.

C. The size and shape of riparian areas and wildlife corridor linkages shall be

1. Determined based on existing studies or the town-accepted recommendations of a qualified biologist, and
2. Delineated in the SRI.

D. A riparian area or wildlife corridor linkage may be protected and enhanced by a buffer of natural open space, open space, or golf course. The combined linkage and buffer shall be wide enough to accommodate the wildlife species most sensitive to human encroachment and known to inhabit the riparian area or to traverse the wildlife corridor.

E. Riparian areas and wildlife linkages delineated in the SRI and slated for protection shall remain undisturbed throughout the course of development and shall be fenced-off during construction.

F. Any grading of the riparian and wildlife corridors and linkages shall be mitigated at 100% by re-vegetation with plantings chosen to match adjacent undisturbed natural areas with a minimum of five years growth and irrigation supplied for two years to ensure the plants become established. Plant materials shall be introduced to closely match existing species in terms of size, massing and quality, as approved by the planning manager.

17-11-5 Native plant protection

A. Purpose. These regulations provide for the preservation, protection, transplanting, and replacement of existing designated native plants including cacti, succulents, trees, and shrubs through the establishment of comprehensive procedures, requirements, and standards which protect the public health, safety, and general welfare.

B. Findings. The town has determined that:

1. Native vegetation within the town is a unique natural resource that promotes tourism and contributes to the economic and aesthetic well-being of the community.
2. Native vegetation, as an integral part of the Sonoran desert, contributes to the high property values, high quality of life, and unique lifestyle which the community enjoys.
3. Native vegetation is important in stabilizing desert soils and providing food and protection for many types of desert wildlife.
4. Native vegetation is more drought tolerant, requires less maintenance, and uses less water than other types of landscaping.
5. Native vegetation is a slow growing type of plant material that cannot always be successfully relocated. A plant of like character cannot replace certain specimen plants, because of their form, age or location.

C. Native plant protection. No person shall destroy, mutilate, remove from the premises or relocate to another place on the premises any cacti, indigenous trees and/or shrubs which are four inches or greater in caliper measured at the base, any plants listed in the endangered species act as threatened, endangered, and category 1, 2 and 3 species, and any plants included in the Marana protected native plant list, without first applying for and submitting a native plant plan to the town. Native understory plants shall be maintained in an existing stand of plants and preserved in place.

D. Applicability. A native plant plan shall be required for all of the following:

1. All new development.

2. Expansions of existing development.

   a. If the expansion is less than 25% of the area of the lot or parcel, the requirements of this chapter apply only to the proposed expansion area.

   b. If the expansion is 25% or greater or if expansions after October 2, 2001, cumulatively result in a 25% or greater expansion in land area, floor area, lot coverage, or vehicular use area, the requirements of this chapter apply to the proposed expansion area and the remaining undeveloped site area.

E. Exceptions. A native plant plan shall not be required for the following:

1. On sites for which a grading plan is not required or where the total area covered by all grading permits is 14,000 square feet or less

2. A project on a site that does not contain any plant on the town’s protected native plant list, demonstrated by the applicant through photographic and/or on-site verification, subject to the planning department’s determination. Supporting photographic verification must be submitted to the planning department for review and approval at the time of development application.

3. Previously graded sites containing no significant native vegetation may apply for a native plant plan exception. Supporting photographic verification must be submitted to the planning department for review and approval at the time of development application.

4. A project that maintains a minimum 30% of the project area as NUOS. The perimeter boundary of the NUOS shall be described and depicted with bearings and distances to assure that the set-aside area equals a minimum of 30% of the project area.

F. Professional expertise. Preparation of all elements of the native plant plan and on-site monitoring shall be performed by one of the following plant professionals:

1. A landscape architect registered in the state of Arizona.
2. An arborist certified by the international society of arboriculture.
3. A horticulturist, biologist, or botanist with a minimum B.A. or B.S. in an appropriate arid environment natural resource field.
4. An individual accepted by the planning manager based on his or her credentials.

G. Native plant permit approval or denial. A native plant plan application may be approved, approved conditionally, or denied.

1. Where the planning manager determines that the application is in conformance with the provisions of this chapter the plan shall be approved with such conditions and assurances attached as necessary to ensure that the site resource inventory and native plant plan are successfully accomplished.
2. Where the planning manager determines that the application is not in conformance with the provisions of this chapter, the application shall be denied.
3. A new native plant plan shall be required to modify, alter or amend an approved native plant plan.
4. Every native plant plan shall expire and become null and void if the work authorized under the provisions of this chapter is not commenced within six months from the date the native plant plan was approved unless otherwise specified as a condition of the plan approval.
5. Before work can be recommenced, a new native plant plan shall be submitted and approved pursuant to the provisions of this chapter.
6. The planning manager shall have the authority to grant a single extension not to exceed 180 days, for completion of the work upon written request of the applicant. Failure to comply with the time limitation without an extension authorized by the town shall require application for a new native plant plan pursuant to the provisions of this chapter.

H. Revegetated areas. Areas the planning manager determines have been successfully revegetated with the type and density of native plants similar to adjacent areas may be considered NUOS.

I. Native plant inventory methodologies. Any combination of at least one or more of the following three methodologies shall be utilized to prepare a native plant plan. The applicant shall conform to all requirements of the applicable set aside methodology, plant inventory methodology or the plant appraisal methodology.

1. Set aside methodology. The preservation and mitigation requirements of this section shall be satisfied by the set aside of an area of the site as NUOS in conformance with the following requirements.
    a. The provisions of this section may be combined, or used in conjunction with the provisions of other plant protection methodologies of this section.
    b. A minimum of 30% of the site shall be set aside in perpetuity as NUOS.
    c. The NUOS set aside area shall consist of the area or areas with the highest resource value as determined by the SRI or other method approved by the planning manager.
    d. Boundaries of all NUOS shall be clearly delineated on an aerial photograph and site plan, development plan, or subdivision plat and fenced for the duration of any construction activities.
    e. NUOS protection shall include control of invasive species within the area.
2. Plant inventory methodology. The plant inventory methodology is based upon a native plant inventory of all plants on the Marana protected native plant list. The criteria set forth in section 17-11-5 L shall be used to determine the viability and transplantability of protected native plants as well as to determine the numbers and locations of plants required for preservation-in-place (PIP) or transplanted-on-site (TOS). The minimum number of protected native plants required for PIP and/or TOS is based upon a percentage of the viable and transplantable protected native plants inventoried on-site.
    a. The minimum standards for the preservation of protected native plants in the plant inventory methodology shall be satisfied as follows:
        i. Endangered species and "crested" saguaros. 100% of federal endangered species and crested saguaros shall be preserved-in-place or salvaged and transplanted on-site.
        ii. Saguaros and ironwoods. At least 50% of all viable saguaros and ironwood trees shall be preserved-in-place or salvaged and transplanted on-site.
        iii. Other protected native plants. At least 30% of each genus and species of other viable and transplantable protected native plants shall be preserved-in-place or salvaged and transplanted on-site.
        iv. The provisions of this subsection may be combined, or used in conjunction, with other plant preservation methodologies specified in this section.

3. Plant appraisal methodology. The preservation and mitigation requirements of this section shall be satisfied when the monetary replacement value is determined for each genus and species of protected native plant which is removed from the site, damaged, or destroyed. The provisions of this subsection may be combined, or used in conjunction, with other plant preservation methodologies specified in this section.

    a. Site appraisal. A plant appraisal shall be prepared which shall identify and state the financial value of each protected native plant which is proposed to be removed from the site, damaged, or destroyed and shall be keyed to the native plant inventory of the native plant program. The monetary value of these plants shall be paid into an escrow account of the town’s choosing, to be used for public works landscaping projects within the town. The plant appraisal shall be conducted by a recognized plant professional according to the most current methods and procedures accepted by the council of tree and landscape appraisers.

    b. Expiration of appraisals. Appraisals shall be current within six months of submittal of the native plant program and shall be valid for a period of two years after the plan approval date. A revised appraisal value shall be required for development which does not proceed before the two year time limit of the appraisal has expired.

    c. Amendment of appraisals. Where any protected native plant is removed from the site, damaged, or destroyed and is not identified on the appraisal prepared in conformance with the native plant program, the protected native plants shall be appraised pursuant to this section, and the appraisal shall be amended to include all additional protected native plants removed and their financial value.

4. Preservation and mitigation requirements. Protected native plants which are proposed to be or are removed from the site, damaged, or destroyed during development shall be replaced by plants of the same genus and species at a rate of 1.5:1 to account for mortality. The native plant preservation plan shall detail the size and value of replacement plants to demonstrate that the monetary value of replacement plants shall be equal to the monetary value of each species of protected native plant which is removed from the site, damaged, or destroyed.

J. General provisions and submittal requirements. The following general provisions and submittal requirements shall apply to the submittal of all native plant programs and native plant permits:

1. Submittals required

    a. The native plant program shall consist of the information required in this section. Additional information may also be

required by the planning manager to insure that the findings of this ordinance are fulfilled.

b. Native plant inventory, containing:

i. Aerial photograph and site plan overlay at a minimum scale of 1" = 100' showing the location of all protected native plants within the proposed affected area and within ten feet of any construction limits.

ii. List of the number, species, size, general condition, and salvage status of all protected native plants within the proposed affected area that are to be either transplanted on or off-site or preserved in-place. This inventory shall be based upon the criteria set forth in section 17-11-5 L of this code.

iii. The native plant inventory methodology selected from subsection 17-11-5 I, shall include the proposed location of all protected native plants to be relocated within the proposed affected area.

iv. Native plant holding nursery site location where plant material is to be stored.

v. Locations of riparian and xeroriparian areas.

c. If the plant appraisal methodology is selected, a plant appraisal based on a native plant inventory for each plant to be removed from the site shall be submitted.

d. If the set aside methodology is selected; no grubbing, grading, construction, or salvaging of any plants on the site shall take place prior to the submittal and approval. Protected native plants designated shall not be destroyed, damaged, salvaged, transplanted, or removed from the site except in accordance with the approved plan.

K. Plant disposition. The native plant preservation plan shall indicate the disposition of protected native plants in excess of those needed to meet the requirements of this code and other applicable regulations. It is encouraged that all protected native plants that are not proposed to remain on-site be salvaged and transplanted off-site. The plan shall indicate conformance with the requirements of the federal endangered species act and the Arizona native plant law. The planning department shall be provided with verification of required salvage permits from the U.S. fish and wildlife service for the applicable endangered and threatened genus and species and verification of required notification to the Arizona department of agriculture prior to the issuance of a grading permit.

L. Criteria. Protected native plants shall not be destroyed, mutilated, or removed from the premises, or relocated on the premises except in accordance with an approved native plant program required in conjunction with the issuance of native plant permit. No native

plant program shall be approved until it has been demonstrated that the following criteria have been met:

1. The density/intensity of the development for the approved land use shall be an important element in the determination of the base requirements for plant retention and salvage. A site resource inventory (section 17-11-3) shall be submitted and approved prior to submittal element of the native plant program. The native plant program shall provide reasonable plant salvage, protection, and storage and shall insure consistency with existing neighborhood character.
2. The site plan shall be consistent with the site resource inventory and be designed to protect and incorporate significant on site natural amenities (i.e. unique or significant vegetation, unique or significant rock outcroppings, significant riparian habitats and wildlife corridors, etc.) and minimize the number of salvageable plants which need to be removed to allow reasonable construction on the site. These relationships shall promote and enhance the character of the native environment rather than contrast or domesticate it.
3. A vegetation inventory and analysis shall provide a clear, comprehensive review and listing of plant materials, their condition and physical relationships on site so as to aid the site planning and determination of plant salvageability. The native plant viability and transplantability status shall be determined for each native plant of the minimum size and shall be used to determine the numbers and locations of plants required for preservation. The following plant viability and transplantability criteria shall be used:
    a. Plant viability criteria. Plant viability is based upon plant health, age and form. Plants rated low are not considered viable and are not required to be assessed according to the transplantability criteria. Plants rated medium or high are considered viable and shall be further assessed under the transplantability criteria.
        i. High. A high plant viability rating shall be assigned to plants meeting the following criteria.
            a) Health: plant is good to excellent with no major infestations of insects or apparent diseases.
            b) Age: plant age is young or mature with likely chance of long survival.
            c) Form: plant is relatively undamaged with a healthy branching habit.
        ii. Medium. A medium rating shall be assigned to plants which do not meet all of the criteria for a high rating but have sufficient merit to warrant preservation, in the

opinion of the qualified plant professional conducting the inventory.

iii. Low. A low plant viability rating shall be given to plants meeting any one or more of the following:

a) Health: plant health is poor. Generally the result of severe infestations of pests or diseases or lack of water over time.

b) Age: Plant is in a state of decline, suggesting a low probability of lengthy survival.

c) Form: Plant form and character is severely damaged. For trees, this may include new branches from large, old, dead trunks or weak branching habit.

b. Plant transplantability criteria. Plant transplantability is based upon plant genus and species, size, soils, context and topography. The following five categories shall be inventoried to determine the ability to salvage the viable plants, which will not be preserved-in-place. Plants rated low for transplantability should not be considered for salvage and transplant. Plants rated medium to high that are not preserved-in-place should be considered for salvage and transplant on-site or off-site.

i. High. A high rating for transplantability shall be assigned to viable plants which also meet the following criteria:

a) Genus and species: Has a high survival rate for reestablishment after transplant.

b) Size: Overall plant dimensions are suitable for transplanting based upon the genus and species.

c) Soils: Can be excavated, are cohesive, and seem capable of supporting the rootball system.

d) Topography: Permits access with the appropriate equipment needed to remove plants and their rootball systems.

e) Context: Adjacent plants do not possess a likely interference with root systems or interfere with plant removal.

ii. Medium: A medium transplantability rating shall be assigned to plants which do not meet all of the criteria for a high rating but do have sufficient merit, in the opinion of the qualified plant professional conducting the inventory, to warrant transplanting.

iii. Low: A low rating shall be assigned to plants which meet the following criteria:

a) Genus and species: Has a low survival rate for re-establishing after transplant.

b) Size: Overall plant dimensions are not suitable for transplanting based upon the genus and species.

c) Soils: Too rocky, sandy, or shallow to excavate a cohesive rootball system.

d) Topography: Seriously limits access to the specimen by the appropriate equipment (i.e., steep slopes, rock barriers).

e) Context: Adjacent plants interfere with removal or present likely conflicts with the rootball system.

4. Areas of the site shall be inventoried to estimate representative numbers of protected native plants. Areas of the site must be inventoried by sampling typical identifiable areas for each genus and species and estimating representative plant numbers per square acre of the total site area. The samples must be representative of the viable species found on site and shall not be less than 20% of the total site. If different plant communities (upland, riparian, valley floor, etc.) are found on one site, then a sample of not less than 20% of each defined community, shall be inventoried.
5. All plants which are salvaged and transplanted on-site shall be rated as viable and transplantable prior to relocation.
6. All protected native plants shall be properly tagged and/or permitted in accordance with the federal endangered species act, the Arizona native plant law, and this article, as applicable.
7. Once the inventory by sampling is complete, then the field tagging and protection of those plants to be preserved-in-place (PIP) or transplanted-on-site (TOS) can take place.
8. All PIP plants must be identified on an aerial photo and fenced for protection prior to subsequent grading of the site and construction activities. Fencing should include sufficient area to avoid compaction of plant roots. Plants within a designated natural undisturbed open space, under any method, do not require individual tagging since their boundaries will be fenced.
9. Plants to be TOS may be identified and included in a TOS 'pool'. A summary report shall be prepared that identifies all TOS plants by quantity, genus and species. This summary shall be located on the native plant program plan and any associated landscape plan. The selection of specific TOS plants may vary according to field conditions and therefore, final selection will be made by the "plant professional" and the salvage contractor. Once the total numbers of plants to be TOS have been identified in the field, they must be field tagged for TOS.

10. All protected native plants scheduled to remain in place (except those scheduled to remain in place as part of a NUOS area) or authorized for relocation by the approved native plant permit must be tagged with an embossed metal inventory number which cross references to the inventory list and aerial photograph submitted as part of the native plant program, so that the disposition of each plant can be easily identified. Tags required by this article shall be affixed in a visible location on the plant, preferably on the north side of each plant, whenever possible. Once affixed, the tags shall not be removed until the plants are removed or relocated in compliance with the native plant permit and a final inspection has been made.
11. All protected native vegetation to remain in-place as part of a NUOS area shall be adequately protected during grading and construction through placement of a fence barrier surrounding the entire NUOS area. NUOS plants that are to remain in-place as part of a NUOS area, do not require tagging.
12. A conceptual analysis and design of the site vegetation and/or landscaping shall insure that the character of the project be consistent with the natural density, distribution, and maturity of vegetation on adjacent properties.
13. If the conceptual analysis and design reveals an excess supply of onsite salvageable plants, the relocation program shall designate alternative projects within areas of suitable habitat, in municipal, county, state and federal reclamation and re-vegetation projects in addition to off-site privately owned properties.
14. To assure full implementation and completion of the approved plans and permits, the town will require a mutual consent agreement between the town and the applicant signed and guaranteed by cash or a bond acceptable to the town attorney in an amount set by the town manager to guarantee performance of the provisions of the mutual consent agreement.
15. On-site monitoring of all aspects of site clearing, grading, plant protection, preservation, salvage, and mitigation shall be provided during project construction, at the expense of the developer, for all residential development that is over five acres and for all commercial and industrial development that is over one acre. The monitoring shall be performed by an individual who is qualified in arid lands native plant resource identification and protection as specified in subsection 17-11-5 F. The monitor shall provide periodic progress reports to the developer outlining the status of work accomplished and any problems encountered. The town shall receive a copy of these reports for the project file.
    a. The monitor shall be responsible for an assessment of the condition of the site's plants one year after the final

inspection has been performed on the site. The monitor shall visit the site and prepare a report on plant status, including general plant condition, the identification of plants under stress and the appropriate method to relieve the stress, and recommendations for replacement of plants that are dead or dying. Dead or dying plants shall be replaced with the same size plant at a one-to-one ratio of like genus and species. Copies of the report shall be submitted to the site owner/developer and to the planning department. The owner shall respond to the plant needs as outlined in the status report within 90 days of report submittal or within a shorter period if required to improve the health of stressed plants and prevent plant loss.

17-11-6 Protected native plant list

All sites proposed for development shall be inventoried for each of the protected native plants set forth on the town of Marana protected native plant list.

17-11-7 Landscape requirements

A. Purpose.

1. To provide landscaping requirements and standards that reflect the character and enhance the image of the community.
2. To minimize the potential adverse impacts associated with adjacent or abutting land uses of varying intensities.
3. To provide the landowner, developer, or designer with flexibility while protecting the public interest.

B. Intent and objectives.

1. To visually soften and unify the appearance of commercial and industrial developments.
2. To define major entryways, vehicular and pedestrian circulation, and parking patterns.
3. To buffer less intensive adjacent land uses.
4. To integrate the rugged and colorful landscape character of the Sonoran desert into the town’s commercial and industrial developments.
5. Conserve groundwater resources in conformance with the Arizona groundwater code, Arizona revised statutes title 45, chapter 2, by:
    a. Specifying the use of xeriscape design principles and standards;
    b. Using water harvesting techniques to help control and utilize stormwater runoff;

c. Specifying xeriscape plant materials from approved lists; and

d. Encouraging the use of reclaimed water.

6. Protect the general public health, safety, and welfare by incorporating design guidelines that:

a. Minimize noise, air, water, dust and visual pollution;

b. Screen and buffer incompatible land uses;

c. Preserve property values and the character of neighborhoods;

d. Reduce the heat and glare absorbed and radiated by development;

e. Conserve energy resources;

f. Control soil erosion;

g. Control growth of noxious, invasive plants; and

h. Increase traffic safety.

7. Reduce the negative impacts between potentially incompatible uses and zones by buffering or screening.

8. Encourage preservation-in-place of healthy native plants through sensitive design.

C. Landscape plan requirement.

1. An approved landscape plan, including a planting plan and irrigation plan, is required for all of the following:

a. Prior to approval of the development plan, preliminary plat and final plat or issuance of building permits.

b. Additions to buildings which increase the gross building area by 25% or more.

c. All off-street parking areas and landscape buffers.

2. All landscape plans shall be sealed by a registered landscape architect.

D. Exceptions. The provisions of this section shall not apply to any of the following:

1. Individually owned residential lots.

2. Additions of less than 25% of total floor area of non-residential buildings.

3. Any preliminary plat or development plan submitted prior to the effective date of this section.

E. Landscape plan content, standards, form, submission and filing fee. Refer to the landscape plan application checklist for additional requirements.

1. General.
    a. Plant materials shall be graphically delineated on the plan with written information in list format on the plan, that includes genus and species name, common name, size and quantity;
    b. Proposed location of all new and salvaged plant materials.
    c. All inorganic materials such as crushed rock or decomposed granite groundcovers, paving materials, boulders, benches, fountains, water features, sculpture, and trash receptacles shall be shown graphically and include information regarding size, quantity, color, and location.
    d. Water harvesting, detention/retention basins, and berms used for water collection shall be graphically shown on the plan and shall include a written explanation of their purpose and anticipated runoff collection.
    e. Irrigation plans shall show size and location of all equipment needed to irrigate the site to industry standards.
2. Landscaping plans in specific plan areas.
    a. When proposed development falls within a specific plan the landscape guidelines for that plan shall be adhered to.
    b. If the plan does not provide guidelines for any standard as defined in this ordinance, this ordinance shall override the specific plan.
    c. If the specific plan landscape design guidelines are less restrictive than related guidelines in the ordinance, the more restrictive of the two shall be adhered to.
3. Plants must conform to the town's official regulatory plant list. If a designer wishes to use a plant not found on the list a written request must be made. The request shall state the plant's characteristics which make it compatible with the regulations.
4. The landscape design shall be consistent with the environmental context of the development site. Preservation of native on-site vegetation shall be a primary objective of site planning and development. Specimen plants shall be given particular consideration for retention on site.
5. Any part of a development site which has been disturbed and is not required for buildings, structures, private residential yards, loading and vehicular access ways, streets, paved parking and utility areas, pedestrian walks and hard-surfaced activity areas shall be landscaped.
6. Natural undisturbed desert is an acceptable form of landscaping. Wherever the undisturbed natural desert landscape cannot be preserved, landscape design and construction shall promote the use of transplanted on-site desert

plants, container-grown native plants, seeded desert plants and inorganic groundcover.

7. Xeriscape design principles and plant selection based on function, water requirement and most suitable environmental exposure of the plant materials shall be included in all proposals.
8. Turf applications for parks, recreational facilities, golf courses, school grounds, institutions and cemeteries are regulated by the Arizona department of water resources and are not covered in this chapter. All other building uses are covered in subsection 17-11-7 B.
9. Landscape designs shall be in harmony with the environmental context of the development site.
    a. Plants shall be selected from the town’s official regulatory plant list.
    b. Trees and shrubs.
        i. Trees shall be at least fifteen-gallon size at planting time.
        ii. Shrubs shall be at least one-gallon size at planting time.
        iii. Trees and shrubs shall be planted so that at maturity they do not interfere with overhead or underground service lines, traffic sight lines and the property rights of adjacent property owners.
        iv. Trees with invasive roots which are planted near public sidewalks or curbs shall be installed with suitable root diverters to minimize heaving of those improvements.
        v. Plants shall be grouped, clustered or unevenly spaced to prevent an unnatural landscape appearance.
        vi. Multi-stemmed plants shall be included in the planting matrix to provide a natural looking landscape.
    c. Groundcover.
        i. Inorganic groundcover shall be used in combination with trees and shrubs and shall not exceed two-thirds of the total landscaped area, devoted to groundcover.
        ii. All unpaved landscape areas shall be planted with shrubs, accents or vines, or covered with appropriate organic or inorganic groundcover.
    d. Irrigation and water features.
        i. All water use for landscape irrigation and enhancement shall conform to the Arizona groundwater code, Arizona revised statutes title 45, chapter 2.
        ii. Irrigation plans shall indicate how each introduced planting is served by a water-conserving, underground irrigation system. Water harvesting and drip irrigation

are recommended methods. Irrigation shall be designed to avoid watering hardscape areas and built structures.

iii. Reclaimed water irrigation shall be encouraged for all landscaped and turf areas.

iv. Landscape designs shall be integrated with hydrology, grading and earthwork plans for the site and shall make maximum use of site stormwater run-off for irrigation purposes.

v. Water design features, such as ponds and fountains, shall be at a scale and design compatible with the desert environment.

e. Natural and built features.

i. Earth berms shall be designed with a reverse curve at the base to allow a natural transition to existing grades. They shall not exceed a slope of 3:1 and shall be adequately covered with plant material, groundcover or rip-rap to control erosion. Planted berms shall be designed to retain irrigation water.

ii. Walls, fences, signs, landscaping and other potential obstructions shall be located to minimize sight line or view limitations.

iii. If boulders are used one third of the approximate volume shall be buried to provide a natural appearance.

f. Oasis exception.

i. An oasis area is a zone of planting where non-drought tolerant plant materials and turf are allowed. Turf use shall not exceed 20% of the total landscaped area. This area must be located near an area of high pedestrian use such as an entry, a recreation area, break area, clubhouse, courtyard, seating or dining area. Consideration will be made for areas developed as special focal points. There are two methods of determining the allowed oasis area. The calculation must be shown on the plans.

a) Multifamily uses: Multiply net site area by 5%

b) All other uses: Multiply net site area by 2.5%

ii. If a site is being phased, only that phase or area presented for development will be considered a part of the net site area.

F. Landscape buffer standards.

1. Purpose.

a. Landscape buffers provide the following four distinct functions:

i. Serve as landscape screens to mitigate visual impacts;

ii. Provide a landscape setback to reduce noise;

iii. Physically separate incompatible adjacent land uses; and

iv. Provide an aesthetic transition between adjacent compatible land uses.

b. In addition, landscape buffers function to eliminate or minimize potential nuisances such as dirt, litter, noise, glare of lights, and signs. They also visually soften and screen unsightly buildings or parking areas. Landscape buffers are also designed to ensure a desired character along public streets and roads.

2. A landscape buffer may be used for passive recreation. It may contain pedestrian, bike and equestrian trails. Where appropriate, linkages shall be encouraged within or along a landscape buffer as long as the total width of the buffer is maintained, and all other regulations of the code are met. Swimming pools, tennis courts, sports fields, golf courses, parking lots, or other uses requiring structures or removal of vegetation shall not be permitted within a landscape buffer.

3. Landscape buffers shall be located on the outer perimeter of a lot or parcel, extending to the property or boundary lines and shall be determined in accordance with the landscape buffers matrix.

4. Landscape buffers matrix. Landscape buffer plant requirements shall be determined by a comparison of zone and/or existing land use (whichever is most restrictive). Once the zones are determined, the appropriate formula to determine plant requirements must be applied per the following landscape buffer matrix:

	Proposed development	Existing zoning/ development				Street frontage		
Symbol		A	B	C	D	Front	Side or Rear	Street
A	AG, RA, ER, NR	1	2	3	4	5	3	3
B	GR, MR, RR	2	1	½+	⅓+	5	3	3
C	NC, VC	3	2	1	⅔+	5	3	3
D	LI, HI	4	4	3	2+	4	4	4

+ Use this code if existing development occurred previous to buffer requirements.

Code	Depth of buffer	Plant count
1	6′ minimum	1.5 per 100 sq. ft.
2	10′ minimum*	1.5 per 100 sq. ft.
3	15′ minimum*	2.0 per 100 sq. ft.
4	25′ minimum**	1.5 per 100 sq. ft.
5	10′ minimum	1.0 per 100 sq. ft.
	15′	0.8 per 100 sq. ft.
	20′	0.6 per 100 sq. ft.

Notes:

For every three shrubs planted, one 15 gallon tree shall be planted. Example: using code 1: a 1000 square foot landscape buffer area would need 15 plants: 12 one gallon shrubs and four 15 gallon trees. Earth berms of a minimum size of two cubic yards (approximately 8′W x 4.5′L x 1.5′H) may be used in lieu of three shrubs not to exceed 25% of shrubs.

Ground cover plants are required in addition to above plants. Ground cover equal to 20% of the total number of trees and shrubs will be located in the landscape buffer area.

G. Additional landscape buffer options.

1. Landscape buffer agreements: With the approval of the planning manager, property owners may enter into agreements to use abutting land to provide some or all of a required landscape buffer.

2. Reduction of landscape buffer requirements: The landscape buffer requirement may be reduced if a six foot high decorative masonry wall is constructed and the wall requirement is noted on the approved subdivision plat and landscape plan. If a wall is used as part of the landscape buffer requirement, the calculations for plant materials shall be reduced by one-third.

3. All landscape buffers are required to be landscaped: The landscape buffers shall contain the following minimum planting materials; six - 15 gallon trees, 15 - one gallon shrubs and ten - one gallon ground cover / accent plants per 1500 square feet of area. Existing natural desert may be utilized to meet or exceed these planting requirements. Where the number of existing natural desert plants do not meet the minimum landscape buffer planting requirement of this section, the natural desert plants shall be supplemented with additional native plants transplanted from on-site or from nursery plants. The applicant is encouraged to utilize on-site native plants within the landscape buffers where possible.

4. Natural drainage ways and existing natural vegetation: Natural drainage ways and existing natural vegetation may be used for screening if approved, in writing by the planning manager, provided such uses are consistent with the regulations contained in chapter 17-15 (floodplain and erosion hazard management code). Natural drainage ways and existing

vegetation used for this purpose shall be a minimum of 20 feet wide.

H. General

1. All trees and plants shall meet Arizona nursery association minimum guidelines as to caliper and height and the town's official regulatory plant list.
2. Low-water plants found on the town's regulatory plant list shall be used.
3. All landscaped areas shall be irrigated using an underground drip irrigation system. All landscaping shall be irrigated from a secondary, non-potable water source where available.
4. Trees within landscaped areas should be sited and spaced to avoid conflicts with overhead light fixtures.
5. Landscape plans shall be coordinated with above-and below-ground utilities to avoid irresolvable conflicts at the time of installation.

17-11-8 Landscaping standards for off street parking areas

All off-street parking areas are required to comply with the following regulations:

A. Minimum requirements. A minimum of 15% of the gross parking area (includes all paved access and parking areas) shall be devoted to amenity landscaping as follows:

1. All landscape areas within ten feet of the perimeter of the gross paved parking area may be included in the 15% gross parking area calculation.
2. Any off-street parking area for five or more vehicles shall include a ten foot minimum width landscape buffer between the parking area and the public right-of-way. This area shall include a minimum three foot tall decorative masonry wall and/or a three foot tall-landscaped berm adjacent to parking stalls to screen the parked cars from the public right-of-way.
3. At a minimum, every group of ten parking spaces shall be separated with a landscape planter island measuring a minimum five feet in width (from inside of curb to inside of curb) by the length of the parking stall, containing a minimum of one canopy tree and two groundcover plants per planter island.
4. Landscape islands shall be a minimum of 6 feet in order to protect plant materials from car overhangs and pedestrian traffic.
5. Plant materials, shall be chosen so that within five years of installation, planting materials shall achieve a 40% shading of the asphalt areas.

6. Landscaping materials shall not obstruct sight distances or vehicle turning movements.
7. The use of decorative paving materials to indicate pedestrian crossings and paths within the parking area is encouraged.
8. For every 150 square feet of landscaped area, a minimum of one tree, five shrubs and groundcover plants as required.
9. Landscaped areas in parking lots are encouraged to utilize any combination of decorative paving, inert groundcover, berms and additional plant materials.
10. Planters, walls and fences adjacent to the parking areas shall have a protective six inch curb to shield against damage to plants and irrigation heads.
    a. Curb cuts may be strategically incorporated to encourage stormwater to drain to depressed planting areas.
    b. Appropriate paving should be used where pedestrians are likely to cross landscaped areas.
11. Protective concrete curbs and standard concrete wheel stops are required where walls and fences abut driveways and parking stalls.
12. Plant materials selected for use at the perimeter of landscape islands shall be limited to ground covers or other low-growing species that are capable of withstanding regular foot traffic.

17-11-9 Roadway landscape standards

The primary purpose of this section is to promote the safety of those people using Marana roadways, vehicular and bicycle traffic as well as maintenance workers and pedestrians. Sight visibility and plant material selection and location are important factors. This section also is intended to promote the harvesting of water within the landscape area.

A. Hardscape shall be designed to deter materials from washing onto sidewalks and the roadway. The toe of slopes with decomposed granite shall be located 12" minimum from walls and curb, and shall end in reverse curves.
B. Boulders shall have a maximum 18" exposed above grade.
C. Bullnoses or any median three feet or less in width shall not be planted.
D. All sight visibility triangles shall be indicated on plans. No mature plants over 18" or tree canopies growing lower than six feet shall be allowed in these zones.
E. Shrubs shall be placed so that when the mature size is reached, the edge of the shrub is one foot from the curb.
F. Tree trunks shall be located a minimum of seven feet from median curb and nine feet from right-of-way curb.

G. Planting of tree materials which shall overhang into roadway at maturity is discouraged. Overhanging branches are a hazard to bicyclists and have the potential of being injured or destroyed by high profile automobiles.

17-11-10 Maintenance

A. Continuous maintenance provisions shall be provided on the landscape plan. Maintenance shall include a plan, which accommodates the following:

1. The irrigation system should be designed to assure consistent water coverage of newly planted areas, regular watering of non-native species and specific watering schedule per plant type or xeriscape zone.
2. Pruning methods shall allow maximum shading while preventing obstruction into walkways, curb areas, drives, and line of sight triangles. Tree clearance for pedestrian and automobile passage shall be a minimum of seven feet once the tree has reached maturity. Pruning shall be consistent with the natural growth pattern or characteristic form of the plant. Opaque hedges are permitted.
3. Ornamental landscaping shall require regular fertilizing, aerating and mulching schedules to encourage plant growth and water conservation.
4. General landscape maintenance such as the clearing of debris, litter and weeds shall be included on a regular maintenance schedule.
5. Any plant material in areas of required landscaping that does not survive shall be replaced with an equivalent size and species within 30 days on an ongoing basis.
6. Irrigation shall be routinely tested and shall be repaired and replaced as necessary to prevent excess spray or water to planted areas, curbs and pavement, clogged emitters at each plant, and flooding of low lying areas.
7. Architectural and built structures, sculpture or decorative features, and exterior furnishings (benches, trash receptacles, etc.) shall be maintained to prevent injury, maintain access, and prevent defacement.

17-11-11 Compliance

A. Failure to comply with the requirements of the approved native plant program shall cause immediate suspension of all inspection activity. Inspection(s) shall not resume until a sum of money is paid to the town for the purpose of replacing and maintaining protected native plant materials as required in the approved native plant program.

B. The planning commission shall determine the sum of money to be paid to the town from the following schedule:

1. Protected native trees - $300 per caliper inch (measured one foot above ground level).
2. Protected native cacti - $200 per foot.
3. Maximum per plant - $10,000.
4. Determination of the sum of money to be paid to the town pursuant to this section shall be based upon the type, size, density, distribution, and condition of plant materials that existed on the property prior to the violation, or upon inspection of the remains of destroyed plant materials or other physical evidence as may be available.

C. The sum of money required by this subsection shall be used to replace removed or damaged plant materials whose retention was required by this ordinance and to maintain replacement plant materials for a period of three years. Additionally, 15% of the total amount payable shall be kept by the town as payment for the enforcement of these regulations and administration of the agreement specified below.

D. Prior to issuance of any permits for development of the property on which the violation occurred, the property owner shall enter into an agreement with a landscape installation and maintenance service and the town to ensure replacement and three years maintenance of the replacement plant materials, to provide disbursement of the sum of money for the purposes of replacement and to pay administrative costs. The sum of money paid to the town in excess of the amounts specified in the agreement shall be refunded.

E. An on-site visit will be conducted by staff at the time of final installation to approve compliance with the native plant program and Permit and the approved landscape plan prior to authorizing a certificate of occupancy. The zoning inspector may recommend correction of non-compliance items that will need to be corrected. Re-evaluation shall be made within an agreed upon time frame. Prior to receiving a certificate of approval or occupancy, all non-compliance items shall be completed to specification in this chapter. The property owner, agent or other authorized personnel will be notified in writing of the non-compliance items by planning department staff.

F. The planning department staff will periodically spot-inspect all native plant salvage projects and all landscape installations for compliance with the approved native plant program and permit and the approved landscape plans and on-going maintenance as required in this chapter.

17-11-12 Plan approval prior to permitting

The native plant preservation plan shall be submitted to the planning department prior to or concurrently with any plan(s) and applicable fees required for development approval, including a grubbing/grading plan, landscape plan, site plan, development plan, or preliminary plat. No permits shall be issued prior to submittal and approval of the native plant program.

17-11-13 Assurances

A. Native plant assurances. Implementation and compliance with the approved native plant preservation plan shall be guaranteed by assurances, such as performance bonds, a letter of credit from a financial institution, or a third party trust acceptable to the town, as determined by town policy and regulation.

B. Landscape maintenance assurances. An approved site plan, development plan, or final plat shall require covenants or assurances which:

1. Ensure the continued maintenance of required landscaping, buffering and associated irrigation systems;
2. Assign responsibility of maintenance to the property owner, lessee, heirs, assigns, agent, a homeowner’s association or other liable entity;
3. Require future building pads within a phased development to be maintained in a dust-free condition by paving or applying mulch or native groundcover materials; and
4. Ensure that any plant materials included in an approved landscape plan that do not survive after installation are replaced with plant materials of the same or like species of equal size within 30 days of the plant’s demise. Failure to replace dead plant material within the specified time period shall constitute a zoning violation.
5. Improper irrigation system maintenance which results in pooling or runoff of excess water shall result in a warning. Failure to resolve the problem within 30 days shall constitute a zoning violation.

SECTION 10. Marana Town Code Title 17 (Land Development) is hereby amended by adding new Chapter 17-12 (Protection of Cultural Resources) as follows:

CHAPTER 17-12. PROTECTION OF CULTURAL RESOURCES

Sections:

17-12-1 Purposes....1
17-12-2 Definitions....1
17-12-3 Applicability....1
17-12-4 Professional qualifications....2
17-12-5 Archaeological review....2
17-12-6 Development of cultural resources....3
17-12-7 Appeals....4

17-12-1 Purposes

The purposes of this section are to:

A. Establish guidelines and specifications for the documentation and protection of archaeological and other cultural resources;

B. Encourage sensitive development within the town;

C. Preserve and protect cultural resources within the town; and

D. Ensure compliance with all state historic preservation laws and regulations, and federal laws and regulations when required.

E. Advance education and appreciation of our cultural heritage.

17-12-2 Definitions

For the purposes of this article, the terms and phrases listed below shall have the following meanings:

1. Archaeological resource: Sites, districts, and objects representing material remains of past human activity and life, which are preserved in their original setting and of historic or pre-historic significance.

2. Cultural resource: Any archaeological and historic site, building, structure, object, district, or landmark having historical, architectural, archaeological, cultural, or scientific importance.

3. Development: The performance of any building or land disturbing operation. The making of any material change in the use or appearance of any structure or land.

17-12-3 Applicability

A. This chapter shall apply to all development and ground disturbance within the town, except for the development of a private single-family residence on a single family lot.

B. Subsections 17-12-6 B and C, on discoveries during construction, still apply to any development project exempt from completing an archaeology survey and report.

17-12-4 Professional qualifications

All documents and activities relevant to the management, preservation, and recovery of archaeological and historic resources will be prepared or undertaken by a qualified archaeologist permitted by the Arizona state museum (ASM) working under the appropriate ASM survey and recovery permits. A list of ASM permitted consultants is available at the ASM website: https://statemuseum.arizona.edu/crm.

17-12-5 Archaeological review

A. All proposed development projects within the town shall be reviewed for their potential impact on archaeological resources and all impacts addressed prior to the issuance of any permits. The process will typically follow the steps outlined here:

1. Records check.

   a. A qualified archaeologist working for the developer will need to check site records with ASM to determine if the project area contains previously recorded cultural resources.

   b. The archaeologist will make recommendations for further action based on the information provided in the report.

   c. Town staff will review the recommendation and determine if further action is required.

2. Survey and assessment.

   a. If it is deemed necessary by the town, the developer will have a qualified archaeologist conduct an on the ground survey of the project area and all other project related areas.

   b. The archaeologist will then submit a report to the town that includes all findings and recommendations for further actions.

   c. Town staff will review the submitted report and determine if further action is required.

3. Testing

   a. If the survey report recommends further investigation of the site, the developer will have a qualified archaeologist develop a testing plan.

b. Results of testing must be submitted and approved prior to ground disturbing activities.

c. After a testing plan has been approved and all work completed by the archaeologist, a final report will be submitted to the town indicating results of testing and recommendations for further work or clearance.

4. Mitigation.

a. If mitigation is required, then the developer will have a qualified archaeologist develop a mitigation plan. Mitigation options may include, but are not limited to, site avoidance, monitoring during construction, and full data recovery.

b. Town staff will review the submitted plan and either concur with the plan, or request revisions.

c. After the mitigation plan has been approved and all work completed by the archaeologist, a final report will be submitted to the town indicating what mitigation measures were taken and that all archaeological requirements for the project have been addressed.

5. Federalized projects. If a project has an element that requires a federal permit, the above steps will still be required, but the lead federal agency will review all reports and provide cultural clearance for the project. The town will be the lead on sites within the project area that are not under jurisdiction of the lead federal agency.

17-12-6 Development of cultural resources

A. If work is being performed without first having obtained cultural resources clearance, all work shall cease. The town may seek an injunction and any other remedy at law or equity to enforce the stop order.

B. When a previously unidentified archaeological site is discovered in the course of construction, the property owner immediately shall notify the town. The town will then assess the findings and determine what type of archaeological work the developer will need to have done.

C. If human remains, including human skeletal remains, cremations, and/or ceremonial objects and funerary objects are found during discovery, scientific excavation or construction, ground disturbing activities shall cease in the immediate vicinity of the discovery. State law (A.R.S. § 41-844 and A.R.S. § 41-865) requires that ASM be notified of the discovery of these remains.

17-12-7 Appeals

All appeals of staff determinations shall be made in writing, and submitted to the town prior to the start of construction.

SECTION 11. Marana Town Code Title 17 (Land Development) is hereby amended by adding new Chapter 17-13 (Standards for Grading and Related Site Work) as follows:

CHAPTER 17-13. STANDARDS FOR GRADING AND RELATED SITE WORK

Sections:

17-13-1 Purpose and interpretation....1
17-13-2 Applicability and exemptions....2
17-13-3 Definitions....4
17-13-4 General grading and related site work performance standards....6
17-13-5 Submittal and procedures: general....8
17-13-6 Submittal and procedures: minor grading type 1....9
17-13-7 Submittals and procedures: major grading type 2....10
17-13-8 Submittals and procedures: major utility permits....11
17-13-9 Submittals and procedures: public infrastructure permits....11
17-13-10 Inspection and performance defaults....12
17-13-11 Enforcement....13
17-13-12 Waivers and interpretation review....14

17-13-1 Purpose and interpretation

A. Purpose.

1. The purpose of this chapter is to protect the public health, safety, general welfare, and aesthetics by regulating grading and related site work (including initial clearing, brushing or grubbing, subsequent excavating or filling, and related site work) on private and public land, including land owned by the town.
2. It establishes standards designed to:
   a. Regulate the development of potentially hazardous terrain;
   b. Conserve the general visual character of sites and settings;
   c. Enhance the value of new development; and
   d. Conserve the value of existing affected properties.
3. The guidelines and standards of this chapter have been prepared in the context of town specific desert environment. They are intended to complement the applicable provisions of development code and other town ordinances.
4. Granting of a permit for grading and related site work shall not relieve the applicant of responsibilities to other jurisdictions.

B. Interpretation.

1. This section shall be used as a guide whenever a conflict arises in the interpretation or enforcement of this chapter. The design, implementation, and mitigation of grading and related site work regulated by this chapter shall be reviewed by the town staff prior to the issuance of any permit to ensure compliance with

the guidelines of this chapter and the specific standards and requirements of this chapter.

2. The design and implementation of all grading and related site work shall;
    a. Minimize scars and other adverse visual impacts resulting from cut and fill;
    b. Blend with the natural contours of the land;
    c. Conserve the natural scenic beauty and vegetation of the site, and;
    d. Restrict the area and volumes to the minimum necessary to implement the planned development.
3. In all projects, measures shall be taken to:
    a. Ensure that graded hillside, slopes, or other areas subject to erosion are stabilized;
    b. Reduce the erosion effects of stormwater discharge, preserve the floodway-carrying capacity of natural or constructed waterways by limiting soil loss, and protect drainageways from siltation;
    c. Minimize dust pollution and surface water drainage from graded areas during grading and development; and
    d. Ensure that development activity is designated and implemented to minimize adverse impacts and include appropriate restorative measures.

17-13-2 Applicability and exemptions

A. Scope.

1. All development projects shall require either a minor grading type 1 or a major grading type 2 permit, except as exempted in subsection D of this section.
2. All development projects that construct major utility infrastructure such as water lines, sewer lines, electrical lines, natural gas lines, and telecommunication facilities shall require a major utility permit.
3. All development projects that construct new infrastructure to be dedicated to and maintained by the Town shall require a public infrastructure permit.
4. Town development projects shall abide by the requirements of this chapter. The council may grant a special exception at a public hearing to a requirement of this chapter for a town development project.

B. Type 1 permit applicability: A type 1 permit is required for:

1. Residential development on a single parcel or lot within a custom lot subdivision.

2. Non-residential development on less than one acre, or which does not require a subdivision plat or development plan.
3. The clearing, brushing, or grubbing of a site.
4. Temporary off-site stockpiling of more than 100 cubic yards of fill.
5. Grading which requires a permanent cut or fill slope greater than five feet in height or steeper than a 3:1 slope.
6. New pavement of 5,000 to 14,000 square feet.
7. The paving of an access easement.

C. Type 2 permit applicability: A type 2 permit is required for:

1. Mass grading of a residential development which requires a subdivision plat or development plan.
2. Non-residential development on one or more acres, or which requires a subdivision plat or development plan.
3. New pavement of more than 14,000 square feet.
4. Blasting activities.
5. Dry well installations.
6. Super pad grading operations.

D. Exemptions: The following activities are exempted from this chapter.

1. Temporary off-site stockpiling of less than 100 cubic yards of fill.
2. Resurfacing or maintenance of an existing paved surface, or the application of a dust palliative on an unpaved road.
3. New pavement of less than 5,000 square feet.
4. Single-home sewage disposal system.
5. Excavation below finished grade for a basement, foundation, wall or swimming pool authorized by a building permit.
6. Cemetery graves.
7. Refuse disposal site controlled by other regulations.
8. Exploratory excavation under the direction of a soil engineer or engineering geologist, provided all excavation is properly backfilled in accordance with town standards.
9. Qualified archaeological exploration of a registered archaeological site.
10. Removal of no more than 25% of the individual plants for storage and replanting on the same property. This provision shall not exempt clearing, brushing, or grubbing.
11. Underground utility crossings under a paved roadway surface or a continuously-maintained unpaved roadway surface and

which provide no disturbance of the surface. A right-of-way use permit is required for all work performed within a town right-of-way.

12. Grading for the maintenance of an existing private access, road or driveway, provided that it either existed prior to adoption of, or was established in conformance with, this chapter. Proof of such may be required by the town.
13. Grading for a utility easement or appurtenant utility access.
14. Grading for normal agricultural practices on or within existing areas of agricultural use.

17-13-3 Definitions

A. General usage: The definition and usage of terms in this chapter are as contained within this code, except that the definition and usage of terms describing drainage are as contained within the Marana floodplain management ordinance.

B. Definitions: For purposes of this chapter only, the following words and terms shall mean:

1. Access road: A road within one mile of the grading site, designed on the approved grading plan, and used, during grading, for the transport of grading equipment, hauling of fill and other equivalent vehicular traffic to and from the grading site.
2. Approval: Written notice by town staff approving the design, progress or completion of work.
3. Approved plan: The most current grading plan which bears the authorized signature of approval of town staff.
4. Approved testing agency: A facility which is equipped to perform and certify the tests required by this chapter and whose testing operations are controlled and monitored by a registered civil engineer.
5. Borrow: Earth material acquired from an off-site location for use in grading a site.
6. Brushing: The selective removal of vegetation.
7. Clearing: The substantial removal of vegetation.
8. Custom lot subdivision: A subdivision that only builds the streets and other major utility infrastructure and does not design or grade the homesites.
9. Development project: Any manmade change to improved or unimproved real estate including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, and excavating.
10. Envelope, building:

a. A dwelling unit and all attached roofed structures, including carports or patio ramadas;

b. For non-residential development, the building envelope shall be the main building and all attached roofed structures.

11. Envelope, development: The total area encompassed by a continuous line drawn a minimum distance of five feet outside any and all work shown on the approved plan and any other surfaces which will be disturbed (as access roads). There shall be no more than one envelope per permit unless such envelopes are separated by an undisturbed distance of at least 100 feet.

12. Erosion: The wearing away of the ground surface as a result of the movement of wind, water or ice.

13. Excavation: The artificial (e.g. mechanical, manual, blasting, etc.) removal of earth materials.

14. Final inspection: Field inspection conducted by the town prior to project acceptance or release of assurances (if required).

15. Grade: The vertical location of the ground surface.

16. Grade, existing: The actual, current ground surface as of the date of adoption of the ordinance adopting this chapter.

17. Grade, finished: The final grade conforming to the approved grading plan.

18. Grade, rough: The stage at which grading substantially conforms to the approved grading plan.

19. Grading: The initial clearing, brushing, or grubbing, and subsequent excavating or filling, of a site.

20. Grading permit: An official document issued by town staff authorizing the grading and related site work activity specified by the permit conditions.

21. Grubbing: The removal of trees and other large plants by their roots.

22. Inspector: A person authorized by the town to perform inspection on grading or related site work.

23. Mass grading: Subdivision development characterized by grading all roads and lot pads at the same time based on a set of cohesive plans.

24. Permit conditions: The specifications and requirements of the approved grading plan, grading statement, soils report, or other documents necessary for permit approval.

25. Related site-work: Work other than general, or mass grading which involves

a. below-the-surface operations (such as trenching for utilities or landscaping);

b. placing of pavement and its substructure;

c. curbs, gutters, and sidewalk;

d. grading of drainage channels; and

e. constructing minor slope protection facilities and retaining walls.

26. Retaining wall: A wall designed to withstand lateral and hydrostatic pressures and built to keep earth from sliding, and which is two feet or greater in height from the lowest point of earth at the foundation to the top of the wall.

27. Re-vegetation: Placement of living plant material on sites or cut and fill slopes where the natural vegetation has been removed.

28. Site: Any lot or parcel of land, or contiguous combination of lots and parcels under the same ownership, or unified control, where grading or related site work is to be performed.

29. Slope: An inclined ground surface, the inclination of which is expressed as a ratio of horizontal distance to vertical distance.

30. Soil: Naturally occurring deposits overlying bedrock.

31. Stabilized slope: A slope treated with re-vegetation or other mitigation measures approved by the town that contribute to resistance to erosion of siltation or to structural strength of the slope.

32. Super pad: A mass grading operation which brings the site nominally within the range of the final design grades. This activity requires its own detailed grading plan. The super pad grading design must be able to exist as a final product with no adverse impact to surrounding properties should the ultimate grading not take place.

33. Temporary off-site stock-piling: The storing of a quantity of material for not more than 180 days. A revised period may be accepted by the town engineer, at his discretion when the permit is issued, and shall determine the expiration date.

17-13-4 General grading and related site work performance standards

A. Scope. The performance standards of this section are general grading and related site work performance requirements.

B. Natural undisturbed open space (NUOS). No vehicles shall traverse and no earth moving activities shall be conducted within areas designated by plat, or grading plan, as natural undisturbed open space (NUOS).

C. Site re-vegetation and stabilization. All graded areas that have not been re-vegetated, stabilized, or constructed upon at expiration of the permit shall be re-vegetated or stabilized within 60 days of the

expiration date of the original permit, unless an extension is issued at the discretion of the town.

D. Slopes. All exposed cut or fill slopes shall be re-vegetated or stabilized in accordance with the approved grading plan and the "site revegetation and stabilization" graphic that accompanies this paragraph.

E. Terracing. Terracing to control surface drainage and debris on cut or fill slopes may be required.

F. Fill. Fill shall be compacted and soil-tested in accordance with all applicable standards.

G. Setbacks. The following minimum setbacks shall be increased by town staff if considered necessary for safety or stability, or to prevent possible damage from water, soil or debris:

1. Terraces. The width of a terrace shall be a minimum of six feet.

2. Buildings. Buildings shall be set back from the toe and crest of a slopes in accordance with this chapter, the town building code, or the approved soils reports, whichever is greatest.

3. Rights-of-way. The required setback of a slope toe, or retaining wall face, adjacent to a public right-of-way shall be ten feet, and may be reduced with the approval of town staff. Slope easements within the right-of-way may be considered at the town's discretion.

H. Drainage control systems

1. Permanent control systems

a. Surface drainage

i. Cut and fill slopes shall be provided with approved surface drainage for stability and erosion protection of affected properties.

ii. Approved surface drainage interceptors shall be provided at the top of cut and fill slopes where there is surface runoff and erosion potential.

b. Subsurface drainage. Subsurface drainage for stability and protection of affected properties from ground water seepage may be required by town staff.

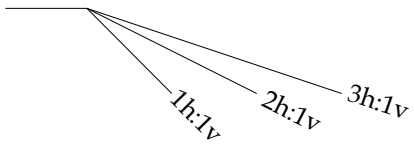
2. Interim systems. Approved interim drainage control systems shall be provided.

I. Restrictions of access

1. If required by the town, points-of-entry to the site during construction shall be only as designated on the approved grading plan.

2. If required by the town, access roads to the site during construction shall be only as designated on the approved grading plan.

Site revegetation and stabilization



3:1 and flatter	revegetation or landscaped rock
2:1 up to 3:1	riprap on filter fabric
1:1 up to 2:1	grouted riprap
steeper than 1:1	engineering required

J. Additional requirements

1. During construction, and until re-vegetation or stabilization has taken place, dust shall be minimized through application of approved dust controls as may be required by town staff.
2. Public rights-of-way, sidewalks, and other improvements shall be maintained during construction in a neat and clean condition, free of loose soil, construction debris, and trash.
3. Debris, fill, or equipment shall not be stored within a public right-of-way without the written approval of the town.
4. All excess earth work and debris shall be removed from the site and disposed of in an approved manner.

K. Grading within the Tortolita Fan area. To minimize erosion and sedimentation in the run off from the Tortolita mountains, native vegetation shall not be removed from that part of the town east of I-10 except where the town engineer has approved the methods to control erosion, sedimentation, flow and related factors and their implementation is assured by a mutual consent agreement between the town and the applicant signed and guaranteed by cash or a bond acceptable to the town attorney in an amount set by the town Manager to guarantee performance of the provisions of the mutual consent agreement.

17-13-5 Submittal and procedures: general

A. Application

1. All applications shall follow the requirements defined in the town’s applications, checklists, and process guides and all required materials and plans shall be submitted for review to the town.
2. The permit application shall be completed and signed by the owner or authorized representative.
3. Fees are payable to the town in accordance with the comprehensive fee schedule adopted by the town council and amended from time to time.

B. Assurances. Assurances are required to insure completion of improvements for major grading type 2 permits, major utility permits, and public infrastructure permits.

C. Permit issuance and expiration

1. Issuance. Permits shall be issued by the town after approval of the grading or improvement plans, including approvals as required by other agencies, except as noted in section 17-13-7(F) below. A copy of the approved permit with plan shall be kept in an easily accessible location on the site.

2. Expiration. A permit shall be null and void if the authorized work has not been completed within one year of permit issuance.

D. Permit extension and reapplication

1. Extensions. Upon written request by the permit holder, the town may approve up to two time extensions of a permit, for up to 180 days each.

2. Reapplication. Reapplication for a permit may be made in accordance with this chapter.

E. Changes to permit

1. Hazardous conditions. If drainage problems, soil conditions, flood hazards, or other potential hazards become known that were not considered when the permit was issued, the town may require that engineering modifications be submitted in a report and that the design be modified.

2. Nonhazardous conditions. If unanticipated nonhazardous conditions are encountered during construction and are beyond the scope of the permit, the permit holder may submit the necessary engineering modifications in a report to be reviewed and approved by the town.

3. Utility conflicts. If utility conflicts are discovered that were not known when the permit was issued, the town may require that engineering modifications be submitted in a report and that the utility design be modified.

17-13-6 Submittal and procedures: minor grading type 1

A. Scope. An application for a minor grading type 1 permit requires a completed permit application, grading plan, and grading statement. A survey sealed by a registered land surveyor is not required.

B. Grading plan requirements. The grading plan shall show all of the following:

1. The existing and proposed finished grade of the area to be graded, based on spot elevations or one-foot contour interval maps.

2. The extent of graded areas, shaded and labeled "graded area," and, where structures are to be constructed:

   a. The existing grade at the primary building corners and proposed finished floor elevations; and

   b. The proposed building heights.

3. The location of proposed mitigation measures, such as re-vegetation or retaining walls.

4. The exterior boundaries of the site.

5. Access roads and points-of-entry to the construction site.

6. The grading envelope.
7. The location of riparian areas and wildlife corridors slated for protection shall be clearly delineated and labeled as "off-limits" (see section 17-11-4 above)

C. Documents preparation

1. Documents shall be prepared in accordance with the requirements of this chapter and other town standards and applicable checklists.
2. Information shall conform to the specific plan, rezoning conditions (where applicable), and other applicable regulations, such as drainage and geotechnical reports.

D. Application review

1. The grading plan shall be reviewed for consistency with applicable regulations and standards.
2. If determined inadequate, the application shall be returned with comments and the owner may resubmit, without additional fees.
3. The town shall require that plans and specifications be modified to make them consistent with this code or other applicable regulations. A permit may be issued with additional conditions.

17-13-7 Submittals and procedures: major grading type 2

A. Scope. An application for a major grading type 2 permit requires a completed permit application, improvement plans, and all required reports and requirements defined in the town's applications, checklists, and process guides.

B. Improvement plan requirements. Improvement plans must include all requirements defined in the town's applications, checklists, and process guides, and shall conform to all rezoning ordinances, conditions, and other applicable regulations. All plans shall be sealed by the applicable registered professional engineer licensed in the state of Arizona.

C. Soils report. The applicant shall submit a soil report.

1. The report shall contain all geotechnical engineering information and recommendations applicable to the project.
2. The civil engineer responsible for preparing the grading plan shall incorporate all report recommendations into the plan and reference the report on the improvement plan.
3. Approved report recommendations shall become conditions of the permit.
4. The geotechnical or civil engineer shall stamp and seal the report prior to submittal.

D. Drainage report. The applicant shall submit a drainage report. The drainage report will be prepared in technical conformance with provisions of this chapter and the standards and other applicable requirements of the town.

E. At-risk grading

1. An at-risk grading permit may be issued in special circumstances at the discretion of the town while the grading plan is being reviewed, provided:

a. The project has design plans that meet one of the following thresholds:

i. First review comments have been completed on a grading plan and the project has an approved preliminary plat or development plan, or

ii. First review comments have been completed on a development plan package.

b. A detailed estimate of the earthwork quantities has been prepared;

c. A restoration and reseeding bond, which includes an estimated amount to regrade and reseed the site to its original condition (plus 15% for administrative costs), has been provided;

d. All applicable fees have been paid;

e. The town finds that the grading is in the best interest of the town;

f. The grading does not include paving, drainage, utilities, or any structures.

17-13-8 Submittals and procedures: major utility permits

A. Scope. An application for a major utility permit requires a completed permit application, improvement plans, and all required reports and requirements defined in the town's applications, checklists, and process guides.

B. Improvement plan requirements. Improvement plans must include all requirements defined in the town's applications, checklists, and process guides, and shall conform to all rezoning ordinances, conditions, and other applicable regulations. All plans shall be sealed by the applicable registered professional engineer licensed in the state of Arizona. All plans shall be approved by their respective end owner and any applicable reviewing agency.

C. At-risk work. There shall be no at-risk installation of utilities.

17-13-9 Submittals and procedures: public infrastructure permits

A. Scope. An application for a public infrastructure permit requires a completed permit application, improvement plans, and all required

reports and requirements defined in the town's applications, checklists, and process guides.

B. Improvement plan requirements. Improvement plans must include all requirements defined in the town's applications, checklists, and process guides, and shall conform to all rezoning ordinances, conditions, and other applicable regulations. All plans shall be sealed by the applicable registered professional engineer licensed in the state of Arizona.

C. Soils report. The applicant shall submit a soils report.

1. The report shall contain all geotechnical engineering information and recommendations applicable to the project.
2. The civil engineer responsible for preparing the grading plan shall incorporate all report recommendations into the plan and reference the report on the improvement plan.
3. Approved report recommendations shall become conditions of the permit.
4. The geotechnical or civil engineer shall stamp and seal the report prior to submittal.
5. The soils report used for the grading permit may contain the relevant information for the public infrastructure permit.

D. Drainage report. The applicant shall submit a drainage report. The drainage report will be prepared in technical conformance with provisions of this chapter and the standards and other applicable requirements of the town. The drainage report used for the grading permit may contain the relevant information for the public infrastructure permit.

E. At-risk work. There shall be no at-risk construction of public infrastructure.

17-13-10 Inspection and performance defaults

A. Inspection certification option

1. Upon approval by the town, the owner may retain a civil engineer-of-record (EOR), registered to practice in the state of Arizona, to:
   a. Perform the required construction inspection.
   b. Certify, upon completion, that the construction has been performed and completed in accordance with the permit conditions, the approved plans and specifications, and with applicable town standards.
2. The owner and the EOR shall execute a written private improvement agreement, on a form to be supplied by the town, clearly enumerating the responsibilities of all parties to the process.

3. The EOR shall make periodic reports to the town as construction progresses and shall maintain records for filing with the town at completion.

4. The town may periodically inspect the work and will monitor the progress. The town will conduct a final inspection upon receiving notice of completion and will release all parties from the permit only after all provisions of the permit and the agreement have been complied with.

B. Final inspection. All required construction work shall be completed in accordance with the permit prior to final inspection by the town and issuance of a certificate of final approval by the EOR.

C. Close-out and town acceptance. Upon receipt from the EOR of the close-out documents required under the terms of the private improvement agreement, and approval by town staff, a resolution to accept the public improvements will be presented to the council for adoption.

17-13-11 Enforcement

A. Permit enforcement.

1. The enforcement of this chapter and conditions of the permit shall be in accordance with this section.

2. When town staff determines a non-compliance with the conditions of the permit, or work performed without a permit, the town shall issue a stop-work order and hold in abeyance, by written notice, the town review of other submittals related to the development project and the issuance of town permits for any aspect of the development project until remedial actions have received the written approval of the town staff.

B. Stop-work order

1. Whenever the town determines that grading does not comply with this chapter or the permit conditions, or that the soil or other conditions are not as stated on the permit, the town may order the work stopped by written notice served on any person engaged in doing or causing such work to be done, or written notice posted on the site.

2. Any such person shall immediately stop such work until authorized by the town to proceed with the work.

C. Failure to obtain permit

1. Unless exempted by this chapter, failure to obtain a permit prior to commencement of grading shall be a violation of this code, subject to a fee as set forth in the comprehensive fee schedule adopted by the town council and amended from time to time.

2. The town engineer may issue an exception permit if the town engineer finds that an emergency existed which made it impossible first to obtain a permit.

17-13-12 Waivers and interpretation review

A. Waivers

1. Scope. A waiver from a provision of this chapter may be granted by the town engineer when the strict application of the provision would require work by the permit holder detrimental to the purposes of this chapter and cause an unnecessary hardship to the property owner.
2. Standards. A waiver shall not be granted unless:
    a. The waiver is the minimum necessary to afford relief;
    b. The waiver will not be materially detrimental to the rights of owners and residents of other affected properties; and
    c. The waiver is in harmony with the intent, the purposes, and the provisions of this chapter from which the waiver is requested.
3. Conditions. Conditions may be imposed on a waiver that will:
    a. Secure the intent, the purposes, and the provisions of this chapter from which the waiver is granted; and
    b. Provide adequately for the protection of surrounding property owners and residents.
4. Application. The request for a waiver shall be made on a form provided by the town staff and shall be heard within 30 days. Fees shall be paid in accordance with the comprehensive fee schedule adopted by the town council and amended from time to time.
5. Notice and review. Notice of the application and the hearing shall be mailed to all property owners within 300 feet of the site and shall be posted at the town’s official notice positions. The town manager shall hold a hearing on the waiver request and render a decision within five working days thereafter.
6. Appeal. Within 15 days of receipt of a notice of decision from the town, the applicant may file an appeal for a hearing by the council.

B. Interpretation review

1. Scope. Upon request by an affected person who believes there has been a misinterpretation, the town manager shall review an interpretation of a provision of this chapter made by the town engineer.
2. The request for review shall cite:
    a. The disputed interpretation made by the town engineer; and
    b. The words alleged to have been misinterpreted.
3. Application. The request shall be made in writing and shall be heard within 30 days. Fees shall be paid in accordance with the

comprehensive fee schedule adopted by the town council and amended from time to time.

4. Notice and review. Notice of the application and the hearing shall be mailed to all property owners within 300 feet of the site and shall be posted at the town’s official notice positions. The town manager shall hold a hearing on the request and render a decision within five working days thereafter.

5. Appeal. A decision of the town manager may be appealed to the council within 15 days of the decision.

SECTION 12. Marana Town Code Title 17 (Land Development) is hereby amended by adding new Chapter 17-14 (Hillside Development) as follows:

CHAPTER 17-14. HILLSIDE DEVELOPMENT

Sections:

17-14-1 Purpose 1
17-14-2 Designation and amendment of protected peaks and ridges 1
17-14-3 Review and compliance 2
17-14-4 Development requirements 2

17-14-1 Purpose

The mountains and foothills in and around the town are a valuable scenic resource which should be preserved. Dominant peaks and ridges should be protected and the intensity of development regulated according to the natural characteristics of hillside terrain such as slope, vegetation, landform, soil stability and drainage pattern.

17-14-2 Designation and amendment of protected peaks and ridges

A. Initiation of protection for peaks and ridges. The designation of protected areas for certain peaks and ridges shall be initiated by the council or the planning commission or as part of a comprehensive plan update or as a condition of rezoning of the property.

B. Criteria for consideration. Peaks and ridges that meet one or more of the following criteria may be considered for designation as protected areas under this chapter:

1. The peak point or ridge line lies within one mile of a public preserve.
2. The peak or ridge is a dominant feature in the surrounding landscape or constitutes a significant linking element of a dominant geographic feature.
3. The peak or ridge is an extension of a mountain, major hill or ridge, or other significant terrain feature, from a designated public preserve.
4. The peak or ridge is visible from a scenic route or a road leading to a designated trailhead.
5. The peak or ridge is visible to the community at large.

C. Annexation. A peak or ridge designated by the county as a protected peak or ridge prior to annexation by the town shall be designated by the town as a protected peak or ridge in the ordinance establishing original town zoning for the property.

D. Procedure. A town-initiated protected peak or ridge designation or any amendment to an existing protected peak or ridge designation shall be considered and adopted in the same manner as a rezoning of the affected property.

E. Minor modification. The council or planning commission may modify the 300 foot setback from a protected peak or ridge upon finding that the request meets all of the following conditions:

1. The proposed development is for a single family residence.
2. The only area to be graded within the protected peak and ridge setback area is for a building pad and access to the building.
3. The highest point of the structure is not higher than 20 feet below the elevation of the peak or the nearest ridge.

17-14-3 Review and compliance

Any subdivision of or development on any lot or parcel containing designated protected peak or ridge areas, as described in section 17-14-2 above, or containing slopes of 15% or greater, must be reviewed for compliance with this chapter. Until approval of a plat, plan, or permit is granted, no grubbing, grading excavation or construction shall occur.

17-14-4 Development requirements

A. Development standards. The following standards apply to lots and parcels containing designated protected peak or ridge areas or containing slopes of 15% or greater:

1. Any lot or parcel shall meet the following slope, size, and density requirements:

Average natural cross slope (%)	Minimum area (acres)	Maximum density (dwelling units/acre)
Less than 15	As permitted by the zoning district	
15-15.9	1.00	1.00
16-16.9	1.00	1.00
17-17.9	1.25	.80
18-18.9	1.37	.73
19-19.9	1.50	.67
20-20.9	2.00	.50
21-21.9	2.25	.44
22-22.9	2.50	.40
23-23.9	3.50	.29
24-24.9	4.50	.22
25-25.9	6.00	.17
26-26.9	7.00	.14
27-27.9	8.60	.12
28-28.9	10.40	.09
29-29.9	12.80	.08
30-30.9	16.00	.06
31-31.9	23.50	.04
32-32.9	31.00	.03
33 and greater	36.00	.027

2. All development shall be set back at least 300 feet from each designated protected peak or ridge.
3. Building heights are limited to 24 feet.

4. All exposed exterior walls and roofs of structures shall be of earth tone colors to blend in with the predominant natural colors found on the lot or parcel.
5. All glass surfaces shall be designed not to reflect sunlight beyond the lot or parcel boundaries.
6. All utilities and services shall be underground.
7. Roads and drives leading to lots shall be located to minimize scarring, be in low visibility view areas and maximize the retention of natural vegetation.

B. Documentation. The following documentation shall be required for the subdivision of or development on any lot or parcel containing designated protected peak or ridge areas or containing slopes of 15% or greater:

1. A slope analysis certified by a registered civil engineer, for review and verification by the town engineer.
2. A grading plan prepared by a registered civil engineer complying with the standards for a grading plan for a type 2 grading permit, for review by the town engineer.
3. The developer or property owner’s certification to the town engineer that the development complies with all requirements of this chapter during the period of construction.

C. Surveying and staking. The lot or parcel shall be surveyed, staked, and inspected by a registered civil engineer, to determine and assure compliance with this chapter and the conditions of subdivision or development approval.

SECTION 13. Marana Town Code Title 17 (Land Development) is hereby amended by revising Chapter 17-15 (Floodplain and Erosion Hazard Management Code) as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining):

[No changes to sections 17-5-1 through 17-5-9]

17-15-10 Provisions for flood hazard reduction

[No changes to paragraphs A through D]

E. Standards for subdivisions and commercial developments

1. Land which is subject to periodic flooding, which cannot be properly drained, or other land which, in the opinion of the town engineer, is unsuitable for any use shall not be subdivided, except that the town may approve subdivision of such land upon receipt of evidence that the construction of specific improvements can be expected to render the land suitable. Necessary flood control improvements must be included in the subdivision assurances as described in section 17-5-4.

[No changes to existing subparagraphs 1 through 8, which are hereby renumbered as subparagraphs 2 through 9]

~~9.~~10. When a modification or removal of a FEMA SFHA is sought for a development, the following requirements apply:

[No changes to subparagraphs a through c]

d. ~~Subdivision~~ Building permits shall not be issued on subdivision lots to be affected by a LOMR ~~will not be partially released from assurance agreements or have certificate of occupancies granted~~ until the LOMR has become effective.

e. Commercial/industrial buildings to be affected by a LOMR shall not be granted a ~~floodplain use~~ building permit until the LOMR has become effective, unless the building as designed meets the requirements of this chapter for the pre-LOMR conditions.

[No changes to subparagraph f]

[No changes to existing subparagraph 10, hereby renumbered as subparagraph 11]

[No changes to paragraphs F through K]

L. Detention and retention requirements

1. Any development with a net residential density of three or more units per acre after subtracting out common areas, or any residential development larger than one acre that has a density of six units per developed acre, as well as all proposed commercial and industrial developments shall provide some method of peak and/or volumetric runoff reduction. The amount of reduction required shall be as set forth in the latest

edition of the Pima county regional flood control district design standards for stormwater detention and retention ~~is stipulated in the 1991 edition of the Pima county storm water detention/retention manual~~. The peak runoff reduction shall be provided through detention of storm water and storm water harvesting for irrigation where possible.

[No changes to subparagraphs 2 through 5]

[No changes to paragraph M]

[No changes to sections 17-15-11 and 17-15-12]

SECTION 14. Marana Town Code Title 17 (Land Development) is hereby amended by revising Chapter 17-16 (Stormwater Management) as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining):

17-16-1 General provisions

A. Purpose. These regulations establish minimum stormwater management requirements for the management of pollutants that are or may be discharged to the municipal storm sewer system. The purpose is to improve the quality of stormwater discharges and to enable the Town to comply with all applicable state and federal laws~~, including but not limited to, the clean water act (33 U.S.C. § 1251 et seq.), the national pollutant discharge elimination system regulations (40 CFR, Part 122), and the town's Arizona pollutant discharge elimination system (AZPDES) MS4 general permit (Ariz. admin. code R18-9-A902)~~.

B. Definitions. Unless a provision explicitly states otherwise, the following terms and phrases, as used in this chapter, shall have the meanings set forth in this paragraph. Where noted, the definitions shall correspond with the applicable section of the Arizona revised statutes as amended.

[No changes to subparagraphs 1 through 4]

5. Common plan of development: ~~A smaller project is part of a larger common plan of development or sale if the project collectively will disturb one or more acres, e.g., a single private or commercial lot that is part of a subdivision or commercial development.~~ A contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules under one common plan; broadly defined as any announcement or piece of documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, etc.) or physical demarcation (including boundary signs, lot stakes, surveyor marking, etc.) indicating construction activities may occur on a specific plot.

[No changes to subparagraphs 6 through 11]

12. Illicit discharge: Any discharge to a storm drain system that is not composed entirely of stormwater except discharges pursuant to a ~~NPDES or~~ AZPDES permit, discharges resulting from emergency ~~fire fighting~~ firefighting activities, and discharges further exempted in subsection 17-16-2(B) of this chapter.

[No changes to subparagraphs 13 and 14]

~~15. NPDES permit, national pollutant discharge elimination system permit: A discharge permit issued by the EPA in compliance with the federal clean water act.~~

[No changes to existing subparagraphs 16 through 18, hereby renumbered as subparagraphs 15 through 17]

~~19~~18. Owner or operator: The owner or operator of any "facility or activity" subject to regulation under the ~~NPDES~~ AZPDES program.

[No changes to existing subparagraphs 20 through 27, hereby renumbered as subparagraphs 19 through 26]

~~28~~27. Waters of the United States: Means the same as defined in 33 CFR Part 328, as may be amended.

~~a. All waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters that are subject to the ebb and flow of the tide;~~

~~b. All interstate waters, including interstate wetlands;~~

~~c. All other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce including any waters:~~

~~i. That are or could be used by interstate or foreign travelers for recreational or other purposes;~~

~~ii. From which fish or shellfish are or could be taken and sold in interstate or foreign commerce; or~~

~~iii. That are used or could be used for industrial purposes by industries in interstate commerce;~~

~~d. All impoundments of waters defined as waters of the United States under this definition;~~

~~e. Tributaries of waters identified in subsections a through d above;~~

~~f. The territorial sea; and~~

~~g. Wetlands adjacent to waters (other than waters that are themselves wetlands) identified in subsections a through f above.~~

C. Applicability. This chapter shall apply to all activities which may potentially affect the municipal separate storm sewer system, any private storm sewer system or any water of the ~~Untied~~ United States within the town. Additionally, permanent and temporary stormwater management controls, practices and facilities, constructed as part of any activities listed in this section, which are located within the town limits, are also subject to this chapter. ~~The stormwater management practices and discharge standards, should such standards be established, shall apply to any construction project that disturbs one acre or more, including industrial, commercial, institutional, and residential.~~

[No changes to paragraph D]

E. Regulatory consistency. This chapter shall be construed to assure consistency with the requirements of the federal clean water act (CWA) and acts amendatory thereof or supplementary thereto, applicable state or federal implementing regulations, and the municipal AZPDES ~~or NPDES~~ permit and any amendments, revisions, or reissuance thereof. No permit or approval issued pursuant to this chapter shall relieve a person of the responsibility to secure permits and approvals required for activities regulated by any other applicable rule, code, act, permit, or ordinance. The town shall not certify or defend that the applicant has met the requirements of the federal CWA.

~~F. General. The town engineer may adopt and enforce such rules, regulations, ordinances, standards, processes and forms as the town engineer deems necessary for the efficient administration and enforcement of this chapter. The town engineer may interpret and enforce this chapter. Upon request of the town engineer any other department of the town has the authority to assist in the exercise of powers and performance of duties under this chapter.~~

[No changes to existing paragraph G, hereby renumbered as paragraph F]

17-16-2 Prohibitions and controls to reduce the discharge of pollutants in stormwater

A. General Requirements

1. Any person engaged in activities which will or may result in pollutants entering a storm sewer system shall undertake appropriate measures to reduce the potential to discharge such pollutants. Examples of such activities include, but are not limited to, reduction of use and proper disposal of household chemicals, such as cleaners, disinfectants, pesticides, fertilizers, carpet cleaning waste water and other pollutants associated from the ownership and use of facilities which may be a source of pollutants such as parking lots, gasoline stations, industrial facilities, construction sites, residential properties, and retail establishments.

[No changes to subparagraphs 2 and 3]

B. Prohibition of non-stormwater discharge to the municipal storm sewer system; exemptions

[No changes to subparagraphs 1 and 2]

3. Exemptions. The following discharges are exempt from the prohibitions set forth in subsections 1 and 2 of this subsection:

~~a. Dechlorinated waters from water line flushing;~~

~~b. Landscape irrigation;~~

~~c. Diverted stream flows;~~

~~d. Rising ground waters;~~

~~e. Uncontaminated groundwater infiltration;~~

~~f. Uncontaminated pumped groundwater;~~

~~g. Discharges from potable water sources;~~

~~h. Foundation drains;~~

~~i. Air condition condensation;~~

~~j. Irrigation water;~~

~~k. Springs;~~

~~l. Water from crawl space pumps;~~

~~m. Footing drains;~~

~~n. Lawn watering;~~

~~o. Individual residential car washing;~~

~~p. Discharges from riparian habitats and wetlands;~~

~~q. Dechlorinated swimming pool discharges; and~~

~~r. Discharges or flows from emergency fire fighting activities.~~

a. Dechlorinated waters from water line flushing;

b. Landscape irrigation;

c. Dechlorinated swimming pool discharges;

d. Uncontaminated, non-turbid groundwater or spring water;

e. Individual residential car washing;

f. Uncontaminated pumped groundwater;

g. Discharges related to installation and maintenance of potable water supply systems, including disinfection and flushing activities, discharges resulting from pressure releases or overflows and discharges from wells approved and ADEQ for drinking water use;

h. Foundation or footing drains where flows are not contaminated with process materials, such as solvents;

i. Uncontaminated air condition or compressor condensate;

j. Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled materials have been removed) and where detergents are not used;

k. Water used to rinse vehicles and equipment, provided that reclaimed water or process waters are not used and that no soaps, solvents, detergents, oils, grease, or glues are present in the rinsate;

l. Hydrostatic testing of new pipes, tanks or vessels using potable water, surface water or uncontaminated groundwater;

m. Water from fire-fighting system testing and maintenance, including hydrant flushing;

n. Water, reclaimed water, or process wastewaters that are used for dust control, provided that not reclaimed water or process waters are discharged off site or applied during rain events;

o. Water used for compacting soil, provided reclaimed water or other wastewaters are not used;

p. Routine external building wash down where detergents are not used;

q. Water used for drilling and coring for evaluation of foundation materials where flows are not contaminated with additives; and

r. Discharges from emergency firefighting activities.

[No changes to subparagraphs 4 and 5]

C. Operating facilities or activities

1. All persons owning or operating premises or engaged in activities who are required by federal or state law to submit to EPA and/or ADEQ a notice of intent (NOI) to comply with an ~~NPDES or~~ AZPDES stormwater permit shall provide a copy of the authorization certificate to the town upon request. Facilities required to apply for a stormwater permit are identified in 40 CFR 122.23(B) (14).

[No changes to subparagraphs 2 through 4]

D. Construction sites

1. All persons engaged in construction activities who are required by federal or state law to submit to EPA and/or ADEQ a notice of intent (NOI) to comply with an ~~NPDES or~~ AZPDES stormwater permit, shall provide the town with copies of the approved NOI, the site-specific stormwater pollution prevention plan (SWPPP), and the AZPDES individual stormwater permit, if applicable, issued by ADEQ. ~~Town acceptance of the SWPPP is required prior to issuance of a grading permit. Construction activities that will disturb one acre or more of land area or that are part of a larger common plan of development or sale are required to apply for a stormwater permit (40 CFR 122.26(B)(15)).~~

[No changes to subparagraph 2]

3. Stormwater pollution prevention plans shall be prepared and reviewed in accordance with the Arizona pollutant discharge elimination system construction general permit issued by the Arizona department of environmental quality. A SWPPP

accepted by the town is required prior to the issuance of a grading permit. The town shall not certify or defend that the applicant has met the requirements of the federal Clean Water Act.

[No changes to subparagraphs 4 and 5]

~~6. Exemptions: The following discharges are exempt from the prohibitions set forth in subsection 17-16-2-C for construction sites or activities:~~

~~a. Discharges from fire-fighting activities;~~

~~b. Fire hydrant flushing;~~

~~c. Waters used to wash vehicles where detergents are not used;~~

~~d. Water used to control dust, provided effluent or other wastewaters are not used;~~

~~e. Potable water sources including water line flushing;~~

~~f. Routine external building wash down where detergents are not used;~~

~~g. Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used;~~

~~h. Uncontaminated air conditioning or compressor condensate;~~

~~i. Uncontaminated ground water or spring water;~~

~~j. Foundation or footing drains where flows are not contaminated with process materials such as solvents;~~

~~k. Potable water well flushing where the receiving waters are ephemeral;~~

~~l. Water used for compacting soil, provided effluent or other wastewaters are not used;~~

~~m. Water used for drilling and coring such as for evaluation of foundation materials; where flows are not contaminated with additives; and~~

~~n. Water obtained from dewatering operations/foundations in preparation for and during excavation and construction.~~

7. No waivers allowable under the AZPDES construction general permit shall be accepted by the town for any development over one acre in size or that is part of a larger common plan of development or sale.

~~E. Stormwater pollution prevention plans (SWPPP)~~

1. The owner/operator shall submit two copies of a site specific SWPPP (both a narrative and engineering drawings) during the grading/improvement plan review period.

2. Town staff will review the submission in accordance with applicable federal, state, and/or local regulations.

3. A SWPPP accepted by the town is required prior to the issuance of a grading permit.

4. Two copies of the accepted SWPPP, a copy of the owner(s) and operator(s) NOI, along with copies of the accepted grading/improvement plans shall be submitted with the application for a grading permit prior to start of any work on-site.

5. For projects that are part of a larger common plan of development with custom lots, the following shall apply:

    a. The developer for the project shall prepare a stormwater pollution prevention plan (SWPPP) and submit a notice of intent (NOI) to ADEQ or EPA, with an approved copy of the NOI to the town for the portion of the project for which they have operational control.

    b. The SWPPP shall address the construction of infrastructure site development and proposed residential construction. The developer shall submit a NOI and SWPPP with accepted grading/improvement plans with the application for a grading permit.

    c. The individual buyer of a lot in a large lot/custom home site subdivision shall submit to the town, with the application for a grading permit, a plan sheet outlining stormwater pollution prevention measures for construction on the individual lot. This plan sheet shall become an attachment to the SWPPP previously completed by the developer and accepted by the town. The individual buyer and the operator shall submit separate NOIs and sign the certifications in the SWPPP. An accepted plan sheet and NOIs shall be required prior to the issuance of a grading permit.

6. For mass graded subdivisions, the following shall apply:

    a. The developer for the project shall prepare a stormwater pollution prevention plan (SWPPP) and submit a notice of intent (NOI) to ADEQ or EPA, with an approved copy of the NOI to the town for the portion of the project for which they have operation control.

    b. The developer shall prepare a SWPPP that addresses off-site and on-site best management practices for erosion, sediment and waste control for both the infrastructure and residential improvements.

~~c. The developer shall be responsible for compliance with this chapter until such time as the developer can demonstrate that operational control for all portions of the site has been transferred to another operator or final stabilization for the entire site has been achieved.~~

~~7. For commercial development, the following shall apply:~~

~~a. The developer for the project shall prepare a stormwater pollution prevention plan (SWPPP) and submit a notice of intent (NOI) to ADEQ or EPA, with an approved copy of the NOI to the town for the portion of the project for which they have operation control.~~

~~b. The developer shall prepare a SWPPP to address on-site and off-site best management practices for erosion, sediment, and waste control.~~

~~c. For commercial lots that are part of a common plan of development, the owner/operator for the individual lot shall submit a separate SWPPP and NOI with improvement plans; the SWPPP shall be accepted by the town prior to issuance of a grading permit.~~

~~8. Routine inspection schedule: The operator must ensure routine inspections are performed at the site to ensure that BMPs are functional and that the SWPPP is being properly implemented. The operator must specify an inspection schedule in the SWPPP and may choose either of the following:~~

~~a. The site will be inspected at least once every seven calendar days, or~~

~~b. The site will be inspected at least once every 14 calendar days, and also within 24 hours of the end of each storm event of 0.5 inches or greater.~~

~~9. Based on the results of the inspection, the operator must modify the SWPPP to include additional or modified BMPs designed to correct problems identified. The operator must complete revisions to the SWPPP within seven calendar days following the inspection.~~

~~10. No waivers allowable under the AZPDES construction general permit shall be accepted by the town for any development over one acre in size or that is part of a larger common plan of development or sale~~.

[No changes to existing paragraph F, hereby renumbered as paragraph E]

~~G~~F. Cleanup and notification requirements

1. In the event of a spill or release in reportable quantities as defined in 40 CFR 302, 40 CFR 110 and 40 CFR 117, the owner, operator, or the person who has control of the source or location of any spill or release, which may result in a discharge

that is not in compliance with this chapter, shall immediately take all reasonable safety precautions including, if appropriate, calling 911 and completing the following steps:

a. Proceed with containment and clean up in accordance with:

i. The orders of an involved health and safety agency, or if no such orders have been issued, then:

ii. The orders of an authorized representative, or if no such orders have been issued, then

iii. The stormwater pollution prevention plan or approved corrective action plan utilizing best management practices for the involved facility.

b. Report any violations of the northwest fire department fire code or other such applicable safety or health codes in the manner required by such code;

c. Notify the town ~~environmental engineering division at (520) 382-2600~~ development services department of the release by telephone within 24 hours of knowledge of the release;

d. Provide written notification within five calendar days to the town ~~environmental engineering division~~ development services department of the type, volume, cause of the discharge, corrective actions taken, and measures to be taken to prevent future occurrences.

2. Compliance with the requirement in subsection 17-16-2 E. 1 shall not relieve the discharger from the reporting requirements of 40 CFR 110, 40 CFR 117, and 40 CFR 302.

17-16-3 Compliance monitoring

A. Inspections

[No changes to subparagraph 1]

2. Monitoring activities. The town may order any person engaged in any activity or owning or operating on any premises which is causing or contributing to discharges of pollutants to the municipal storm sewer system in violation of this chapter or any applicable ~~NPDES or~~ AZPDES stormwater permit condition or that is posing a risk to public health, safety, and welfare to undertake such monitoring activities and analyses and furnish such reports as the town reasonably may specify. The costs of such activities, analyses, and reports shall be borne in the recipient of the order.

3. When inspections by town staff reveal deficiencies in the implementation of ~~the SWPPP~~ best management practices, a written inspection report will be provided to the owner and operator within 30 days of the inspection.

[No changes to subparagraph 4]

B. Enforcement and penalties

~~1. Charges or penalties levied pursuant to this chapter shall be collected by the department of public works and utilized for public education and outreach in compliance with the town's MS4 Permit. The town engineer shall make and enforce economic and efficient management and protection of the town's storm sewer system.~~

[No changes to existing subparagraph 2, hereby renumbered as subparagraph 1]

~~3~~2. Notice to correct. The town may issue a written notice to correct to any person who has violated or is in violation of this chapter. Failure to comply with any act required in the notice to correct may result in a notice of violation and/or stop work order as described in subsections ~~4~~3 and ~~6~~5 of this section.

[No changes to existing subparagraphs 4 through 6, hereby renumbered as subparagraphs 3 through 5]

~~7~~6. Civil penalties. ~~In addition to any other enforcement authority contained in this chapter, the town may issue a civil citation to any person who has violated, or continues to violate, any provision of this chapter or any related laws or regulations.~~ A person who violates any requirement of this chapter or any applicable ~~NPDES or AZPDES~~ stormwater permit condition shall be civilly liable to the town for a sum not to exceed $2,500 per day for each violation.

~~8~~7.Criminal penalties. A person who ~~willfully~~ knowingly or ~~negligently~~ intentionally violates any provision of this chapter, or any related laws or regulations shall, upon conviction, be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not to exceed $2,500 per day for each violation and/or by imprisonment for a period not to exceed six months.

~~9~~8.Criminal prosecution. Some intentional violations may constitute criminal violations of federal, state, and town law, and that under such circumstances, the town may seek the assistance of the EPA, the state, or the town prosecutor to commence civil and/or criminal action against any person who violates any requirement of this chapter or any applicable ~~NPDES or AZPDES~~ stormwater permit condition.

~~10~~9. The town may withhold the issuance of permits including but not limited to building permits, native plant permits and grading permits, for the development or improvement on the parcel or any contiguous parcel of land under the ownership of a person or persons in violation of any requirement of this chapter or any applicable ~~NPDES or~~ AZPDES stormwater permit condition.

[No changes to existing subparagraph 11, hereby renumbered as subparagraph 10]

SECTION 15. Marana Town Code Title 17 (Land Development) is hereby amended by adding new Chapter 17-19 (Silverbell Road Corridor Overlay District) as follows:

CHAPTER 17-19. SILVERBELL ROAD CORRIDOR OVERLAY DISTRICT

Sections:

17-19-1 Purposes....1
17-19-2 Applicability....2
17-19-3 Interpretation; scope of regulations....2
17-19-4 Definitions....3
17-19-5 Effect of other provisions....3
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17-19-11 Use regulations....10
17-19-12 Performance standards....16
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17-19-1 Purposes

A. The following regulations are hereby established to promote the health, safety, general welfare and the orderly growth of the Silverbell Road corridor. These regulations were created to accomplish the following:

1. Achieve the goals and policies defined within the town of Marana general plan;
2. Establish basic development standards for structures, as well as landscaping, and other improvements within the corridor; and
3. Promote good quality and innovative site design while encouraging the efficient use of land and capital investment and promoting safe and efficient traffic circulation.

B. This chapter further seeks to encourage and promote commercial development which is oriented to serve the adjacent neighborhoods. This overlay district is intended to provide for specific uses in a planned commercial setting which will be compatible with, and complimentary to, adjacent uses including nearby residential neighborhoods. The overlay district will promote a high level of architectural and landscaping excellence. More specifically, the creation of this special district shall be encouraged through a coordinated set of design principles for site planning, structures, architecture,

landscaping, and signage. These principles are intended to guide development activity in a manner that results in compatibility in terms of land use, site design, and aesthetics.

C. No land use or development within the Silverbell Road Corridor Overlay District boundaries, subject to these regulations, shall commence or be approved except in conformance with the provisions of this chapter. This chapter shall regulate all land use and development within the overlay district and shall supplement the provisions of the underlying zoning district and the applicable specific plan(s) that comprise the area.

D. The Silverbell Road Corridor Overlay District provides for a variety of uses such as multi-family residential, offices, commercial retail and commercial services on undeveloped and previously developed commercial property. Compatibility with existing land uses is intended for new development.

17-19-2 Applicability

A. The regulations for the Silverbell Road Corridor Overlay District shall apply to all commercial and multi-family developments within the district and to any property within the district subsequently changed to a commercial or high density residential land use designation as a result of rezoning or a specific plan amendment. This chapter applies to any commercial land, parcel, lot or project site lying adjacent to Silverbell Road between Cortaro Road and Twin Peaks Road. These regulations shall also apply to any commercial or multi-family residential project site contiguous to any applicable land, parcel, lot or project site adjacent to Silverbell Road.

B. The regulations of this title shall apply to the area known as the Silverbell Road Corridor Overlay District, the boundaries of which are shown on exhibit 1 to this chapter, and on the town of Marana zoning map.

17-19-3 Interpretation; scope of regulations

A. The regulations set forth by this title shall be minimum regulations for new or proposed commercial or multiple family developments and shall apply uniformly to each class of use, structure or land, except as otherwise provided in this chapter.

B. For building and development occurring subsequent to the enactment of this chapter, no building structure or land shall be used or occupied and no building or structure or part thereof shall be erected, constructed, reconstructed, moved or structurally altered except in conformity with all of the regulations of this chapter. These regulations shall not apply to

properties for which development approval has been obtained prior to the effective date of this chapter.

17-19-4 Definitions

Certain words used in this chapter shall be interpreted as defined within this section or as defined in chapter 17-1 (title, intent, purpose and definitions).

A. Abutting: The condition of two adjoining properties having a common property line or boundary, including cases where two or more lots adjoin only corner or corners, but not including cases where adjoining lots are separated by a street or alley. (Also see adjacent/adjoining; contiguous).

B. Adjacent/Adjoining: The condition of being near to or close to but not necessarily having a common dividing line, i.e., two properties which are separated only by a street or alley shall be considered as adjacent to each other. (Also, see abutting; contiguous).

C. Compatible: Capable of existing together in harmony and without conflict or ill effects.

D. Contiguous: Next to, abutting, or touching and having a boundary, or portion thereof which is common or coterminous, as distinguished from being adjacent. (Also see abutting; adjacent/adjoining.)

17-19-5 Effect of other provisions

These provisions are intended to supplement the requirements of the underlying zoning district or specific plan. If any provision of this chapter is found to be in conflict with any other provision of this code or with any provision of the Continental Ranch Specific Plan, Pima Farms Specific Plan or Pima Farms North Specific Plan, the provision that establishes the higher and/or more restrictive standard shall prevail.

17-19-6 Design review overlay district

A. Purpose. To guide the general appearance of buildings and improvements and achieve the stated objectives of the Silverbell Road Corridor Overlay District. The Design Review (DR) Overlay District is superimposed over the Silverbell Road Corridor Overlay District.

B. Applicability. The Design Review (DR) Overlay District includes the entire Silverbell Road Corridor Overlay District. Such development includes, but is not limited to, new commercial, institutional, office, multi-family residential projects, proposed conversions, exterior remodeling, exterior

restoration, enlargement or expansion of existing buildings, and requires the submittal of a design review plan pursuant to this chapter. The development or modification of an individual single family detached dwelling on a single parcel is specifically excluded from the requirements of the Design Review Overlay District.

C. Standards. No new land use or development within the boundaries of the Silverbell Road Corridor Overlay District shall commence or be approved except in conformance with the provisions of this chapter.

17-19-7 Design guidelines, objectives and considerations

Town staff will review all design review applications and evaluate each application for compliance with standards that address the following items.

A. Site design considerations: How the site design impacts adjacent residences and neighborhoods, sensitive lands, viewsheds, adjacent streets, pedestrian needs, and parking lot function and safety.

1. Compatibility: Examine the functional relationship of the site to its surroundings. Protection of adjacent residential neighborhoods is the Town's primary concern. Particular attention should be given to the location of parking, driveways, outdoor lighting, outdoor use areas and compatibility of uses. Adjoining residential areas should be protected by maintaining a landscape buffer edge and directing building openings away from residential areas; and,

2. Traffic patterns: Evaluate the separation or integration of vehicular, pedestrian and bicycle traffic patterns. The development of land in cooperation with owners of adjoining properties is encouraged where parking, driveways, plazas and entries can be shared. Pedestrian and vehicular safety should be maximized by carefully siting and limiting the number of driveways; and,

3. Off-street parking: Evaluate the arrangement and adequacy of off-street parking facilities and access points. Parking should be safe, easily accessible and not allowed to dominate the entire development. Plant materials should accent and define entries. Large paved areas should be scaled down by introducing different materials. Whenever possible, parking should be located to the rear or side of buildings to provide screening and a strong architectural street edge. Paving materials should be compatible with

other on-site materials. Additional specialty paving materials such as tile, brick and exposed aggregate should be introduced where appropriate; and,

4. Loading areas: The location, arrangement, and dimensions of loading ramps, docks and bays should minimize visual and noise impacts on adjacent residential areas; and,
5. The location and screening of trash receptacles. Careful screening of undesirable elements such as loading, trash receptacles, mechanical equipment, etc., is critical; and,
6. The illumination plans and hours of operation; and,
7. Circulation visibility: Evaluate the site distance requirements of the streets and driveways. Adequate site distance for motorists and pedestrians entering and exiting the site must be ensured. Landscaping should not interfere with circulation effectiveness; and,
8. The coordination of the site development with the planned right-of-way alignments, acquisitions and street improvements; and,
9. Urban design and aesthetic considerations; and,
10. Solar considerations: Trees and architectural features such as overhangs, trellises and awnings are encouraged to provide shade from the summer sun; and,
11. Any sensitive lands located on the property or possibly affected by the proposed development must be avoided, mitigated or otherwise resolved per town, county, state or federal requirements and recommendations.

B. Site landscaping and buffering: The site landscaping should provide a highly attractive landscaping that buffers unwanted views and sound, creates an interesting streetscape, and provides a safe transition between contrasting uses.

1. Evaluate the location, height, and materials of walls, fences and screen plantings. Selection of plant materials should be based on year-round interest, color, branching pattern, etc. Parking lots should be broken up with landscaped buffers. Trees should provide a lush overhead canopy for solar control. The overall effect of both the perimeter landscaping and the interior landscaping should be one of a relatively consistent tree cover which will shade the pavement and vehicles; and,
2. Evaluate plans for the on-going maintenance of the finished landscaping; and,

3. Evaluate plans for safe sound and site buffers in consideration of the preservation of adjoining residential neighborhoods relative to view sheds, ambient noise levels, light and air, both on the site and on adjacent property. Earth berming, fences or dense landscaping should be used at the perimeter of the parking areas to provide for visual enclosure and screening; and,

4. The design and utilization of open spaces and trails, if applicable.

C. Site grading and drainage: The on-site grading and drainage shall provide slope and soil stabilization, prevent soil erosion, and minimize off-site impact.

1. Evaluate plans for soil removal, fill work, soil stabilization, and erosion control; and,

2. Evaluate plans for plantings, ground covers, or shrubbery as a means to prevent dust, stabilize soils and control erosion.

D. Signage: Commercial signage should provide business identification, minimize clutter and confusion and comply with the provisions of this chapter and chapter 17-10 (signs).

1. Evaluate the size, location, lighting, and hours of operation of all signs and advertising features to achieve compliance with this chapter. Signage plans for the entire site should indicate how signs will be illuminated, their design and spatial relationship to other site amenities, including buildings. Signage, window designs and awnings are most effective when color coordinated with the building façade. Darker, deeper and brighter colors on these elements create interest on the facade and call attention to windows and doorways; and,

2. Evaluate the function and maintenance aspects of signs and other advertising features.

E. Utilities: Utility systems should not detract from building or site appearance. The size and location of all service systems should be appropriate and maintainable.

1. Electrical and telephone service systems shall be underground; and,

2. Transformers and pad-mounted mechanical and electrical equipment shall be screened.

F. Building design considerations: The commercial design standards defined in chapter 17-8 (multi-family, commercial,

and industrial design standards) shall be used in conjunction with the following building design considerations.

1. Building mass: Evaluate the building mass and its relationship to surrounding development and its proposed use. The relationship to the surrounding uses shall be considered in respect to the scale and massing of the proposed uses; and,

2. Proportion of building: Evaluate the height to width relationship of new structures for compatibility with the proposed use; and,

3. Building openings: Evaluate openings. They should provide interest through the use of such features as balconies, bays, porches, covered entries, overhead structures, awnings, changes in building facade and roofline alignment; and,

4. Relationship of exterior materials: Evaluate the appropriateness of exterior materials and color to reduce apparent building mass and blend with the surrounding area. Exterior building materials should be genuine and not simulated. Shadow patterns created by architectural elements such as overhangs, trellises, projections and awnings are encouraged to contribute to a building’s character while aiding climate control; and,

5. Building color: Building color should be compatible with the neighborhood and should reinforce the visual character of the proposed building. Warm muted shades should be used as the body or overall building background color. Brighter, more intense and richer hues of related or contrasting color should be used as accent colors and highlight colors for architectural elements; and,

6. Building elevations: Building elevation treatments should be carried to all sides of the building. Building construction and design shall be used to create a structure with substantially equal attractive sides of high quality, rather than placing emphasis on the front elevation of the structure and neglecting or downgrading the aesthetic appeal of the side and rear elevations. The character of the surrounding residential development should be incorporated into the architectural design and materials. Production designs common to fast food restaurants, convenience markets, etc., are strongly discouraged; and,

7. Roofline: Rooflines of buildings on adjacent properties should be considered in the design to avoid clashes in style and materials. All roof materials and colors should complement the primary building material and color; and,
8. Accessory buildings: Accessory structures and additions should utilize the same materials and design as the primary structure; and,
9. Evaluate compliance of architectural design with the requirements of the appropriate specific plan, when applicable.

17-19-8 Application requirements

Prior to the approval of a development plan application or issuance of a building permit to erect, construct, alter, remodel, move or otherwise change the use of a building or structure within the Silverbell Road Corridor Overlay District, an applicant must submit a complete design review application to the planning department and receive approval of the application.

A. All applications shall be submitted in accordance with the applicable application, checklist, and procedural guide, and shall be in compliance with chapter 17-8 (multi-family, commercial, and industrial design standards).
    1. Architectural plans: In addition to the development plan, architectural plans are required that include the following:
        a. Building materials; and,
        b. At least four elevations, so that all sides of the development are presented. Perspectives, models or other graphic materials may be submitted at the option of the applicant and the planning manager; and,
        c. Proposed color scheme of the entire building, including roof; and,
        d. Site photographs of the site and adjacent properties; and,
        e. Color and texture chips of actual sample materials may be submitted at the option of the applicant or as may be required by the planning manager; and,
        f. Scale drawings of all signs showing size, material, text or other graphic symbols, colors and illumination.
    2. Landscape plans: Landscape plans shall be submitted in accordance with the applicable application, checklist and procedural guide, as well as chapter 17-11 (environmental

resource preservation, native plant protection, and landscape requirements).

3. Existing structures and sites: Applicants proposing conversion, remodeling, renovation, enlargement or expansion of existing structures or sites shall submit sufficient information and detail so that the planning department may determine compliance with the provisions of this title.

17-19-9 Restrictions on other required documents

A. Building permits: The town shall not issue a building permit to any applicant within the Silverbell Road Corridor Overlay District until the design review application has been accepted by the planning department.

B. Certificate of occupancy: The town shall not issue a final certificate of occupancy to the applicant until all of the requirements of the design review process have been met.

17-19-10 Silverbell Road Corridor Overlay District development plan procedures

A. Development plan review. Development plan review is required for any non-single family development within the Silverbell Road Corridor Overlay District.

B. Planning commission action required. Upon the completion of the development plan review, applications for development within the Silverbell Road Corridor Overlay District shall be scheduled for consideration and action by the planning commission, subject to the requirements of the underlying specific plan or zoning district, as well as the commercial design standards. The commission may, if satisfied that all the objectives of the Marana land development code and town standards have been met, approve the development plan, or approve with conditions. If the commission finds that the development plan requires revision, the plan may be continued pending revision.

C. Appeal procedure. The action of the planning commission may be appealed to the town council by the applicant. Requests for appeal must be filed on an application form provided by the planning department, and must include the appropriate fee as established by the council. Requests for appeal must be filed within ten days following the date of the planning commission action. The council shall act to affirm or reverse in whole or in part, or modify the commission's decision including the addition or deletion of conditions or restrictions.

D. Modifications. A request to modify, expand, or otherwise change an approved development plan application, not in substantial conformance with the planning commission approval, shall be processed according to the provisions of this title.

1. The following modifications shall require an amended application:

a. A request that would significantly alter the design of the site or buildings / structures.

b. A request to change or delete a condition approved by the planning commission or town council.

2. Minor modifications to an approved plan may be approved by the planning manager as specified below:

a. Minor relocation of building pads provided that the modification does not significantly alter the site design in terms of parking layouts, vehicular circulation, landscape design and other similar components of the development plan provided that ordinance requirements are still met.

b. An increase or decrease in a proposed setback provided that the ordinance requirements are still met.

c. A minor change to landscape design and plant material changes.

d. A minor change to parking lot / site plan.

17-19-11 Use regulations

A. The allowable uses within the Silverbell Road Corridor Overlay District were selected to permit a full range of retail sales, as well as personal, professional and business services required to meet the demands of a developing local market. The uses are intended to promote attractive development, an open and pleasant street appearance, and compatibility with adjacent residential areas. It is recognized that certain uses may be appropriate within the district; however, may have unique characteristics such as proposed location, site or building design, or standards of operation that may have a greater impact than other uses upon adjoining properties, businesses or residences. These uses have been designated as conditional uses and will require a conditional use permit. Limitations are imposed upon uses within the district which limit the full range of uses permitted within the underlying zone or specific plan. It is recognized that some of the uses allowed within the underlying zones or specific plans may not be compatible with

the intent of the district and compliance with architectural guidelines would not be practical.

B. Permitted uses. The following land uses are permitted in the Silverbell Road Corridor Overlay District, subject to the provisions of this chapter.

1. Community, multiservice, neighborhood or senior citizens center.
2. Daycare center (adult, child or handicapped).
3. Health services (excluding hospitals and substance abuse centers).
    a. Blood donor stations.
    b. Convalescent or nursing home.
    c. Medical or dental labs.
    d. Offices and clinics of medical doctors, dentists, optometrists or chiropractors.
    e. Outpatient clinics.
4. Office Uses
    a. Business or personal service.
    b. Governmental.
    c. Financial.
    d. Social services.
    e. Veterinarian (including kennel for indoor inpatient hospitalization services of small animals).
5. Public and semi-public
    a. Art gallery.
    b. Civic clubs.
    c. Churches and religious institutions.
    d. Library.
    e. Museum.
    f. Schools: public and private.
6. Personal service establishments
    a. Barber and beauty shop.
    b. Carpet cleaning establishments (provided that no on-site cleaning is conducted).
    c. Interior decorator.

d. Dry cleaning and laundry and garment pressing establishments (non-industrial service to the general public only).

e. Locksmith.

f. Parcel packing/mailing service.

g. Pet grooming, (provided that no animals shall be kept on the premises overnight).

h. Photography studio, photo finishing.

i. Tailor, seamstress.

j. Tanning salon.

7. Repair of:

a. Bicycles.

b. Cameras.

c. Clocks, watches, jewelry.

d. Computers.

e. Household appliances.

f. Musical instruments.

g. Optical goods.

h. Radios, televisions and electronics.

i. Shoes

8. Retail Uses

a. Antique stores.

b. Appliance stores (household or minor).

c. Art stores or galleries.

d. Arts and crafts shops.

e. Auto parts/supply stores (no installation).

f. Bakery shop, bagel shop.

g. Banks, financial institutions and similar uses, provided drive-thru facilities and queuing lines are located a minimum of 75 feet from a residential district.

h. Bicycle shops.

i. Book Stores (new or used).

j. Camera and photographic supply stores.

k. Candy, nut or confectionary stores.

l. Card stores.

m. Carpet and floor covering stores.

n. Clothing, apparel or accessory stores.

o. Computer and computer software stores.

p. Convenience stores.

q. Drugstores.

r. Fabric stores.

s. Florist and plant shops.

t. Food store and markets.

u. Frame shops.

v. Furniture and appliance rental center.

w. Gift shops.

x. Grocery stores.

y. Hardware, paint stores.

z. Hobby shops.

aa. Ice cream shops.

bb. Jewelry stores.

cc. Laundromats, automatic self-service (provided that the establishment is operated exclusively as a retail business and laundry machines are of an automatic type, capable of being operated by the public and shall not include machines ordinarily found in industrial laundries).

dd. Lighting stores.

ee. Liquor stores.

ff. Luggage and leather goods.

gg. Music stores.

hh. Office supply stores.

ii. Optical goods.

jj. Pet/pet supplies.

kk. Photocopying services.

ll. Record, tape or CD stores.

mm. Religious goods.

nn. Restaurants, cafes, delicatessens or coffee shops, including outdoor seating areas.

oo. Second hand stores and thrift stores, provided there is no outside display or storage of merchandise.

pp. Shoe stores.

qq. Sporting goods stores.

rr. Stamp and coin shops.

ss. Stationery stores.

tt. Tobacco stores.

uu. Toy stores.

vv. Variety stores.

ww. Video tape/DVD rentals.

xx. Other uses which the planning manager determines to be similar in nature, function and operation to listed permitted uses.

yy. Accessory uses and structures, subordinate, appropriate and incidental to the above permitted uses, including supportive services directly related to and located within the same building as the primary use. Automated teller machines (ATMs) are permitted accessory uses provided they are not free standing.

C. Permitted temporary uses and structures. The following temporary uses and structures shall be permitted subject to the issuance of a temporary use permit in accordance with section 17-3-3 (temporary use permit).

1. Contractor’s office and/or storage. Temporary structures for the storage of tools and equipment or containing supervisory offices of the minimum necessary in connection with a project on site may be established and maintained only during the progress of active construction under an effective grading, building or other development permit. Such temporary structure(s) shall be immediately removed upon project completion or upon expiration of the applicable permits.

2. Holiday related sales lots.

D. Conditional uses. The following uses may be permitted conditionally, subject to the provisions of section 17-3-2 (conditional use permits).

1. Automobile service uses, including gasoline service stations, service shops performing minor auto repair, fuel sales, oil change and lubrication shops, muffler shops, auto glass shops, auto detail shops, speedometer shops and tire

shops, not to include body repair, painting, major engine or transmission repair, or radiator repair. All service, except the sale of gasoline, shall be within an enclosed building. No service bays associated with an automotive use shall be visible from a public street;

2. Automobile and truck sales and rental, new or used;
3. Bars, taverns, cocktail lounges;
4. Car wash establishments, including full-service and self-service, coin-operated facilities, provided a full-time attendant is on-site and wash bays are not visible from a public street;
5. Emergency medical care facility 24 hour operations;
6. Restaurants, cafes, delicatessens or coffee shops providing drive-thru or drive-up service;
7. Lodging facilities, including hotels and motels;
8. Pawn shops;
9. Plant nurseries, including open air display and storage;
10. Recreational vehicle and boat storage;
11. Self-storage facilities;
12. Small equipment and light machinery sales or rental;
13. Tattoo establishments;
14. Wireless communications facilities, subject to the provisions of chapter 17-18;
15. Any establishment receiving deliveries other than between the hours of 6:00 A.M. and 10:00 P.M.

E. Prohibited uses. The following uses are not permitted uses within the Silverbell Road Corridor Overlay District:

1. Adult entertainment uses;
2. Automobile bodywork and painting;
3. Bowling alleys;
4. Commercial outdoor recreation;
5. Heavy equipment and machinery sales or rental;
6. Hospitals;
7. Industrial uses;
8. Kennels, except as permitted in section 17-19-11(B)(4)(e);

9. Live entertainment facilities, including nightclubs which include dancing and music performed by more than one musician;
10. Major automobile repair facilities, including major engine, mechanical or transmission repair and radiator service;
11. Manufactured home sales;
12. Open air or outside storage uses, including swap meets and storage of inoperable or damaged vehicles, except as permitted in sections 17-19-11(D)(9) and (10);
13. Recreational vehicle sales;
14. Theatres;
15. Towing businesses; and
16. Warehousing uses, excepting self-storage facilities.

17-19-12 Performance standards

The following limitations shall apply to the conduct of uses within the Silverbell Road Corridor Overlay District:

A. No outdoor storage of equipment or materials (except screened trash containers) or outside mechanical repair or service is permitted.

B. There shall be no manufacturing, compounding, processing or treatment of products other than that which is clearly incidental to a retail store or business, and where all such completed products are sold at retail on the premises.

C. No use shall be established, maintained or conducted within the Overlay District which may cause the dissemination of noxious smoke, gas, dust, odor or any other atmospheric pollutant outside of the building in which the use is conducted.

D. No use shall result in noise perceptible beyond the boundaries of the immediate site of the use. All noise sources shall be identified such as parking areas, trash dumpsters, mechanical equipment and loading areas. Screen walls and landscaping shall be employed which screen these areas from the adjacent residential neighborhoods.

E. No use shall result in the creation of traffic hazards or undue congestion of any public street.

17-19-13 Development standards

The following standards shall apply to all developments within the Silverbell Road Corridor Overlay District:

A. General development standards

1. All development proposed within the district shall comply with chapter 17-8 (multi-family, commercial, and industrial design standards).
2. Commercial lots adjacent to a residential district shall require a 25 foot landscape buffer in the side and rear yards adjacent to or facing the residential area. Such buffers shall not be used for the purpose of parking, loading, servicing or any other activity. Screening shall consist of decorative screening walls or landscaping combination that will provide a barrier of adequate height at the time of installation

B. Landscaping. The intent of the landscaping requirements is to provide corridor residents and businesses with highly attractive landscaping that buffers unwanted views, creates an interesting streetscape, and provides a safe and effective transition between potentially incompatible land uses. In addition, these requirements regulate the protection of native vegetation as a significant natural resource. All development within the Silverbell Road Corridor Overlay District shall provide site landscaping including buffer yards, parking lot landscaping and screening as required in this chapter and in accordance with chapters 17-11 (environmental resource preservation, native plant protection, and landscape requirements) and 17-8 (multi-family, commercial, and industrial design standards).

C. Off-street parking and loading. The number, size and design of all parking spaces, driveways and loading areas for all development within the Silverbell Road Corridor Overlay District shall comply with the applicable specific plan or the provisions of chapter 17-9 (parking) and the following requirements:

1. Access control and driveway locations will be evaluated per town standards. Joint driveways are desirable whenever possible in order to minimize the number of access points to streets.
2. All parking shall be off-street in paved, landscaped parking areas.
3. No parking or maneuvering space is permitted within any required landscape buffer.
4. Loading or service areas shall not be located adjacent to residential areas.

D. Signs. Sign standards are hereby established to: promote a high quality visual appearance throughout the Silverbell Road

Corridor Overlay District; to allow individual businesses to clearly identify themselves and the goods and services offered; to create a unique environment to attract visitors; to safeguard and enhance property values; to reduce potential hazards to motorists and pedestrians; and to eliminate excessive and confusing sign displays. All signs for developments within the Silverbell Road Corridor Overlay District shall comply with the provisions of chapter 17-10 (signs).

1. Freestanding signs shall be limited to double-faced, ground-mounted monument style, with proper landscaping. Freestanding pole signs are prohibited.

E. Screening. To create an attractive environment and visually screen land uses that are not fully compatible, the following standards shall apply to all development within the Silverbell Road Corridor Overlay District:

1. All service entrances and loading areas must be screened from adjacent properties, and view from adjacent public streets. Such screening shall consist of decorative walls and or landscaping combination that will provide a barrier of adequate height at the time of installation.

2. All refuse containers and trash handling areas shall be enclosed and screened from public view. All screening devices shall be constructed of materials and colors compatible with those of the primary building(s). Chain link fencing (with or without slats) is not allowed.

3. No articles, materials, trash, debris, equipment or inoperable vehicles shall be stored or kept in the open or exposed to view from the adjacent streets, sidewalks, or adjacent properties. This limitation does not apply to temporary storage of materials, equipment and supplies needed for the construction of improvements on a site, provided such items are completely removed immediately upon completion of each phase of construction.

4. All equipment, such as but not limited to, mechanical, electrical, communications and air conditioning shall be selected and located in a manner consistent with the architecture of the project and shall be screened from view from adjacent properties and public streets. Parapet walls, enclosing walls, louvers and grills shall be used to conceal from view all equipment on site or on the roofs of buildings. Exceptions may be made for equipment that, by nature of simple geometric shape, blends well with the architecture of the project. Satellite dishes and other communications

equipment must be integrated with the architecture or screened in an acceptable manner.

5. All utilities including electric power, telephone, gas and water shall be located underground. Utilities shall be coordinated with landscape plans to ensure proper screening and landscaping around utility vaults, box transformers, etc.

F. Lighting. Exterior lighting should be designed as part of the architectural and landscape themes. Site lighting should serve functional, safety and aesthetic purposes. Site and security lighting shall be designed to enhance the quality of the development. Screening of lights from residential areas and glare from traffic areas shall be required. All site lighting shall be in compliance with the adopted Marana outdoor lighting code.

G. Design standards. To maintain a high level of architectural quality of buildings and structures, all new development within the Silverbell Road Corridor Overlay District shall comply with the standards herein, as well as the commercial design standards defined in chapter 17-8 (multi-family, commercial, and industrial design standards).

1. Building design should reflect traditional or contemporary variations of southwestern architecture and should reflect an individual style. Reliance on or the use of standardized "corporate or franchise" style is discouraged.

2. High-quality construction and materials should be used to ensure that the aesthetic quality of buildings will not diminish over time. Building design must be consistent in material usage and detail on all elevations. Exterior materials that may be utilized in various aspects of the building design includes brick masonry, natural stone masonry, concrete (with an approved architectural finish), glass (use of highly reflective coating may be limited), plaster, stucco, wood and cultured stone.

3. No masonite, visible asphaltic exterior material, aluminum or steel siding, non-architectural sheet metal or other similar materials shall be used on any building except as a trim material, as approved.

4. Materials for roofs, eaves and canopies may include tile, fireproof faux wood shakes or metal with standing rib seams.

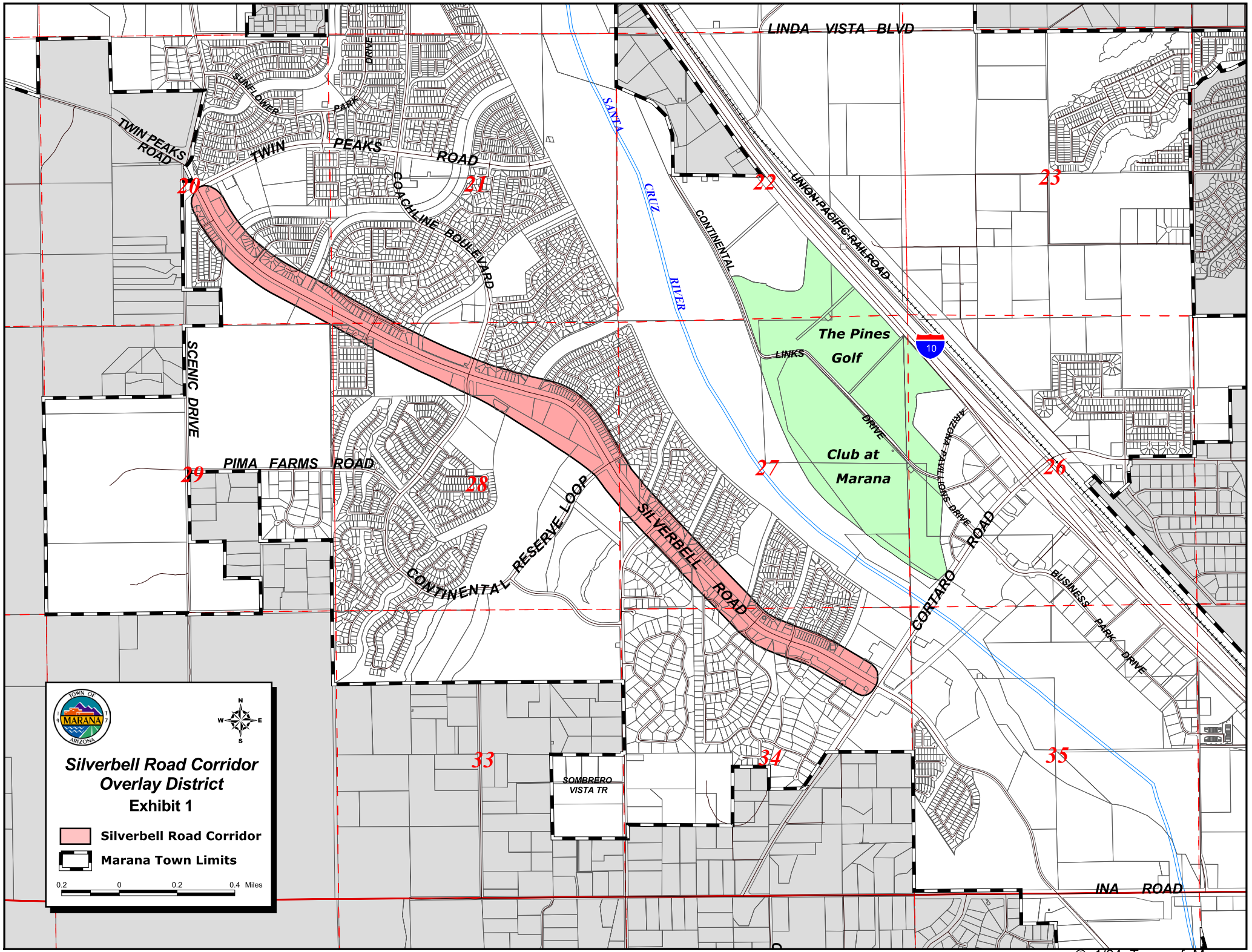
5. Deep eaves, overhangs, canopies and other architectural features that provide shelter from the elements and shade

in the summer shall be incorporated into the building design where feasible.

6. Roof-top heating and air conditioning equipment and similar features shall be painted so as to be non-reflective and shall be screened from view.

17-19-14 Exhibit 1 – Map of Silverbell Road Corridor Overlay District

Exhibit 1 is incorporated by reference into this chapter 17-19.



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LDC NUMBER AND TITLE	DESCRIPTION OF SUBSTANTIVE CHANGES
CHAPTER 17-1 TITLE, INTENT, PURPOSE, AND DEFINITIONS This chapter was inserted into the Town Code by adoption of Ordinance No. 2015.021 on 12/15/15 Entire chapter to be replaced/re-adopted with changes	**NEW** 17-1-3 Compliance General statement that all development must comply with title 17 **NEW** 17-1-4 Transition from previous regulations Explanation re: which regulations apply during transition period between old Code provisions and adoption of new provisions **AMEND** 17-1-6 Definitions Deleted approximately 35 unneeded definitions; added approximately 70 new definitions for a net of approximately 35 additional definitions
CHAPTER 17-2 ADMINISTRATIVE BODIES AND OFFICERS This chapter was inserted into the Town Code by adoption of Ordinance No. 2015.021 on 12/15/15 Amended by Ordinance No. 2021.004 on 4/6/21	NO ADDITIONAL CHANGES PROPOSED AFTER ADOPTION OF ORD. NO 2021.004
CHAPTER 17-3 ADMINISTRATION AND ENFORCEMENT This chapter was inserted into the Town Code by adoption of Ordinance No. 2015.021 on 12/15/15	**AMEND** 17-3-1 formerly Amendment procedure, now Amendment and rezoning Rewrites entire section for greater clarity; adds simplified translational/non-site analysis rezoning process; defines when site analysis is required for rezoning; added procedures and approval criteria

LDC NUMBER AND TITLE	DESCRIPTION OF SUBSTANTIVE CHANGES
CHAPTER 17-4 ZONING This chapter was partially migrated to the Town Code by adoption of Ordinance No. 2018.010 on 4/3/18 • The BU, DO, DN, and DT zones were established and regulated • Remaining zoning regulations remained in Title 5 of Land Development Code (LDC) as follows: 05.01 Establishment of Zones 05.02 Regulations Within Zones A-E 05.03 Significant Land Use Change (Applies only to Zones A-E) 05.05.08 Manufactured Homes in Zone A, B, & C 05.06 Zone F – Specific Plans 05.10 New Zones Established Entire chapter to be replaced/re-adopted with changes Final migration of this chapter will replace and repeal title 5 of Land Development Code	No substantive changes to BU, DO, DN, and DT zones established and regulated by Ordinance No. 2018.010 **NEW** 17-4-1 Zone districts and zoning groups established Creates new zone districts and zoning groups **AMEND** 17-4-2 Use matrix Creates new use matrix table (Table 2), consolidating lists of permitted, accessory, conditional, temporary and prohibited uses into one table **AMEND** 17-4-3 Use conditions matrix Creates new conditions per use table (Table 3), consolidating lists of conditions into one table **AMEND** 17-4-5, 17-4-6, 17-4-7, 17-4-8 Creates development standards table for each zoning district (Tables 4-7), consolidating lists into tables **AMEND** 17-4-15 Specific plan (SP) Migrates and revises specific plan (SP) requirements from title 5 of LDC **NEW** 17-4-16 Legacy zones Establishes alphabet zones and other obsolete zones as legacy zones, to be phased out over time by property owner initiative; eliminates Significant Land Use Change (SLUC) process

LDC NUMBER AND TITLE	DESCRIPTION OF SUBSTANTIVE CHANGES
CHAPTER 17-5 SUBDIVISIONS This chapter was inserted into the Town Code by adoption of Ordinance No. 2015.021 on 12/15/15 Entire chapter to be replaced/re-adopted with changes	**AMEND** 17-5-2 Procedure Eliminate requirement for preliminary plat to be approved by Commission and Council; administrative approval only Final plat submission requirements revised to conform to current town practices and to eliminate list of requirements and replace with reference to Planning Department checklists **AMEND** 17-5-3 Subdivision requirements Add requirements for sidewalks, multi-use paths, recreational paths in appropriate circumstances Provide that exception to requirement to underground utilities will only be granted for technical infeasibility, not economic reasons Streets provisions revised to conform to current town practices and subdivision street standards **DELETE** 17-5-4 Design standards Design standards to be addressed in chapter 17-7 Residential design standards and chapter 17-8 Multi-family, commercial and industrial design standards **AMEND** 17-5-5 (formerly 17-5-6) Minor land division Application requirements and approval process revised to conform to current town practices **DELETE** 17-5-7 Modifications to requirements of chapter

LDC NUMBER AND TITLE	DESCRIPTION OF SUBSTANTIVE CHANGES
CHAPTER 17-6 GENERAL DEVELOPMENT REGULATIONS This chapter was inserted into the Town Code by adoption of Ordinance No. 2015.021 on 12/15/15 Entire chapter to be replaced/re-adopted with changes	**DELETE** the following sections: 17-6-4 Height of buildings and structures Addressed in Chapter 17-4 in development standards table for each zoning district (Tables 4-7) 17-6-5 Clear view of intersecting streets Addressed in Chapter 17-4 in development standards table for each zoning district (Tables 4-7) 17-6-6 Home occupations Addressed in Chapter 17-4 use matrix (Table 2) 17-6-7 Location of gasoline pumps Unnecessary provision; addressed in development plan process 17-6-8 Motor vehicle access Addressed in various other provisions, including 17-9-3 (Access and circulation) 17-6-13 Building height increase Addressed in Chapter 17-4, development standards per commercial zone (Table 6) **AMEND** 17-6-7 (formerly 17-6-12) Animal keeping Comprehensively rewritten to eliminate lists of conditions; conditions now included in Chapter 17-4, conditions per use table (Table 3), and in Title 6 (Animal Control) **ADD** 17-6-9 Shipping containers Regulating their use as storage facilities
CHAPTER 17-7 RESIDENTIAL DESIGN STANDARDS This chapter is to be inserted into the Town Code, replacing and repealing section 08.06 Residential Design of the Land Development Code	General cleanup of entire chapter to conform to current town and best practices **DELETE** photos, drawings and diagrams throughout the chapter **DELETE** definitions; any necessary definitions are included in Chapter 17-1 **DELETE** recreational standards which are now in 17-5-3 and the town of Marana subdivision recreational area design manual
CHAPTER 17-8 MULTI-FAMILY, COMMERCIAL, AND INDUSTRIAL DESIGN STANDARDS This chapter is to be inserted into the Town Code, replacing and repealing section 08.07 Commercial Design Standards of the Land Development Code	Comprehensive rewrite of entire chapter to conform to current town and best practices **ADD** multi-family and industrial design standards to commercial **DELETE** photos, drawings and diagrams throughout the chapter

LDC NUMBER AND TITLE	DESCRIPTION OF SUBSTANTIVE CHANGES
CHAPTER 17-9 PARKING This chapter was inserted into the Town Code by adoption of Ordinance No. 2019.018 on 8/6/19	**AMEND** 17-9-4 Bicycle parking Simplifies requirements
CHAPTER 17-10 SIGNS This chapter was inserted into the Town Code by adoption of Ordinance No. 2019.004 on 2/5/19	NO CHANGES
CHAPTER 17-11 ENVIRONMENTAL RESOURCE PRESERVATION, NATIVE PLANT PROTECTION, AND LANDSCAPE REQUIREMENTS This chapter is to be inserted into the Town Code, replacing and repealing Title 17 Environmental Resource Preservation, Native Plant Protection and Landscape Requirements of the Land Development Code	Comprehensive rewrite of entire chapter to conform to current town and best practices **DELETE** administrative appeals process; by Arizona law, appeals go to board of adjustment **DELETE** Protected Native Plant List and Official Regulatory Plant List from Code; these lists will be maintained by Development Services **DELETE** violations and enforcement section; addressed in Chapter 17-3
CHAPTER 17-12 PROTECTION OF CULTURAL RESOURCES This chapter is to be inserted into the Town Code, replacing and repealing Title 20 Protection of Cultural Resources of the Land Development Code	Comprehensive rewrite of entire chapter to conform to current legal requirements and town and best practices **DELETE** violations and enforcement section; addressed in Chapter 17-3
CHAPTER 17-13 STANDARDS FOR GRADING AND RELATED SITE WORK This chapter is to be inserted into the Town Code, replacing and repealing Title 19 Standards for Grading and Related Site Work of the Land Development Code	Comprehensive rewrite of entire chapter to conform to current legal requirements and town and best practices **AMEND** Applicability and exemptions; revising when grading permits are required and exempted **NEW** sections 17-13-7 Submittals and procedures: major utility permits and 17-13-8 Submittals and procedures: public infrastructure permits Codifies utility and public street permits **DELETE** section regarding hours of construction; addressed in Chapter 11-5 **DELETE** requirement for grading statement **DELETE** long lists of application requirements, in favor of reference to town checklists **AMEND** comprehensive rewrite of inspection provisions **DELETE** Hillside Development Outline; addressed in Chapter 17-14

LDC NUMBER AND TITLE	DESCRIPTION OF SUBSTANTIVE CHANGES
CHAPTER 17-14 HILLSIDE DEVELOPMENT This chapter is to be inserted into the Town Code, replacing and repealing unnumbered Hillside Development Outline dated 8/29/91 in the Land Development Code	Comprehensive rewrite and completion of a draft outline that had never been completed
CHAPTER 17-15 FLOODPLAIN AND EROSION HAZARD MANAGEMENT CODE This chapter was inserted into the Town Code by adoption of Ordinance No. 2015.021 on 12/15/15	**AMEND** 17-15-10 Provisions for flood hazard reduction Provides that land not suitable for development due to floodplain issues cannot be subdivided unless town is satisfied that certain improvements will make it suitable; assurances must be provided; provide that building permits will not be issued for property subject to LOMR until LOMR is effective
CHAPTER 17-16 STORMWATER MANAGEMENT This chapter was inserted into the Town Code by adoption of Ordinance No. 2015.021 on 12/15/15	General cleanup of chapter to conform to current town practices and best practices **AMEND** 17-16-1 General provisions Update definition of Waters of the United States to comport with current law **AMEND** 17-16-2 Prohibitions and controls to reduce the discharge of pollutants in stormwater Rewrite paragraphs detailing what discharges are exempt from prohibitions; delete long lists of requirements for stormwater pollution prevention plan (SWPPP) from Code
CHAPTER 17-17 DEVELOPMENT IMPACT FEE ORDINANCE This chapter was inserted into the Town Code by adoption of Ordinance No. 2014.011 effective 8/1/14	NO CHANGES
CHAPTER 17-18 WIRELESS COMMUNICATION FACILITIES This chapter was inserted into the Town Code by adoption of Ordinance No. 2018.002 on 1/16/18	NO CHANGES
CHAPTER 17-19 SILVERBELL ROAD CORRIDOR OVERLAY DISTRICT REGULATIONS This chapter is to be inserted into the Town Code, replacing and repealing Title 24 Overlay District Regulations of the Land Development Code	NO SUBSTANTIVE CHANGES – REFORMATTED TO TOWN CODE FORMATTING ONLY

From: Kneup, Ginger
To: Steven Cheslak
Subject: RE: Marana LDC Update
Date: Thursday, April 15, 2021 2:54:02 PM
Attachments: City of Portland Final Plat.pdf

PLEASE BE CAUTIOUS
THIS MESSAGE AND SENDER COME FROM OUTSIDE THE TOWN OF MARANA. IF YOU DID NOT EXPECT THIS MESSAGE, PROCEED WITH CAUTION. VERIFY THE SENDER'S IDENTITY BEFORE PERFORMING ANY ACTION, SUCH AS CLICKING ON A LINK OR OPENING AN ATTACHMENT.

Portland has an administrative approval process for final plats. Attached. Are you sorry you asked yet? I feel like you've known me long enough to not be surprised…

Ginger Kneup
Director of Land Acquisition
Richmond American Homes
3091 W. Ina Road | Tucson AZ 85741
C: 520.360.7933
E: Ginger.Kneup@mdch.com

From: Steven Cheslak <scheslak@MARANAAZ.GOV>
Sent: Thursday, April 15, 2021 10:27 AM
To: Kneup, Ginger <Ginger.Kneup@mdch.com>
Subject: RE: Marana LDC Update

Thanks for the input, Ginger. Who does administrative approvals? I'd like to see their process.

Thanks again,

Steve Cheslak
Principal Planner
Town of Marana
11555 West Civic Center Drive
Marana, AZ 85653
(520) 382-2650
scheslak@maranaaz.gov

From: Kneup, Ginger <Ginger.Kneup@mdch.com>
Sent: Thursday, April 15, 2021 6:49 AM
To: Terri Byler <tbyler@MARANAAZ.GOV>
Cc: Jason Angell <jangell@MARANAAZ.GOV>; Steven Cheslak <scheslak@MARANAAZ.GOV>; Jennifer Flood <jjflood@MARANAAZ.GOV>
Subject: RE: Marana LDC Update

PLEASE BE CAUTIOUS

THIS MESSAGE AND SENDER COME FROM OUTSIDE THE TOWN OF MARANA. IF YOU DID NOT EXPECT THIS MESSAGE, PROCEED WITH CAUTION. VERIFY THE SENDER'S IDENTITY BEFORE PERFORMING ANY ACTION, SUCH AS CLICKING ON A LINK OR OPENING AN ATTACHMENT.

Thank you for providing this to us Terri. Of course, we could provide comment on EVERYTHING on this update, but one area of particular concern is that the Council maintains discretionary approval of the final plat in this update. If the Council approves a Preliminary Plat and the final plat is in substantial conformance to the Preliminary Plat, they are still not compelled to approve it and may, in fact, deny it. Many municipalities make Final Plat approval administrative, not discretionary, in order to expedite the process. This requirement has recently cost us several deals because we are a more conservative company that doesn't typically acquire assets that have outstanding discretionary approvals. Just my two cents. Thanks for reaching out and all of your hard work to streamline the process. ginger

Ginger Kneup
Director of Land Acquisition
Richmond American Homes
3091 W. Ina Road | Tucson AZ 85741
C: 520.360.7933
E: Ginger.Kneup@mdch.com

From: Terri Byler <tbyler@MARANAAZ.GOV>
Sent: Friday, April 2, 2021 5:02 PM
Cc: Jason Angell <jangell@MARANAAZ.GOV>; Steven Cheslak <scheslak@MARANAAZ.GOV>; Jennifer Flood <jjflood@MARANAAZ.GOV>
Subject: Marana LDC Update

Good afternoon,

Staff has been working over the past couple of years to clean-up and update the remaining portions of the existing Land Development Code in preparation for final migration of the LDC to Title 17 (Land Development) of the Town Code, and to revise the already-migrated chapters if and as needed. Proposed updates largely consist of a general clean-up and utilizing a table format for zoning requirements that not only reduces the overall size of the document but also helps make it more user-friendly. Additional changes are recommended to reflect compliance with State statutes and general legal parameters and to implement process improvements. Staff tentatively plans to bring the updated LDC provisions to the Planning Commission in May and to the Town Council in June for final adoption.

Please use the link below for viewing copies of the chapters being revised, a chart that generally describes the substantive changes to each chapter and a portal for submitting your comments regarding the proposed updates.
Chapters that are not being revised include 17-10 (Signs), 17-17 (Development Impact Fee Ordinance), and 17-18 (Wireless Communication Facilities)) are not included.

DEVELOPMENT SERVICES - LDC update — Town of Marana (maranaaz.gov)

Respectfully,
The Development Services Staff

Law Offices of
Lazarus & Silvyn, P.C.

April 6, 2021

Steven Cheslak
Principal Planner
Development Services Dept.
Town of Marana
11555 W. Civic Center Dr.
Marana, AZ 85653

Re: Comment Submittal for MR-2 District Best Practices, Land Development Code Update

Dear Steve:

Thank you for recently discussing the Town of Marana's ("Town") update of its Land Development Code ("Code"). As you know, our client Meyer Development & Construction Services, Ltd. ("Meyer") is in the early stages of developing a multi-family townhouse project located at the southeast corner of Oldfather Dr. and Gilbert St. (the "Project"), in the Town's only area of Multi-family Residential, MR-2 zone. We are excited that as part of its Code Update, the Town is revising the MR-2 zone to better accommodate the current market demands and development trends for multi-family projects.

Most of the Code's updated development standards for the MR-1and MR-2 zones are consistent with what both Meyer and our firm see in other central and southern Arizona municipalities. There are, however, two development standards that we suggest the Town modify: setbacks and lot coverage. Best practices from other jurisdictions indicate that the Town's proposed setbacks are greater than in other jurisdictions, while the proposed lot coverage is lower than in other jurisdictions. By adjusting these standards, the Town will align with the best practices used in other similar jurisdictions, and in turn allow appropriate densities for multi-family projects. In addition, we have several other minor suggestions to improve clarity in the updated Code, described below.

I. Site Setbacks

As shown in the table below, the Town's proposed side and rear setbacks exceed several other regional jurisdictions. Best practices show that side/rear setbacks of around 10 feet strike the appropriate balance between separating residential structures from the surrounding properties while allowing an appropriate density for multi-family development. These same best practices indicate that a 20-foot front setback is common and appropriate. Below are examples of best practices from other Arizona municipalities for site setbacks:

Site Setbacks		
Jurisdiction	***Standard***	***Citation***
Marana (*proposed text amend.*)	• Front: 20 ft. • Side: 20 ft.	Sec. 17-4-6.D.

206 E. Virginia Avenue | Phoenix, AZ 85004-1110
602.340.0900 | Fax 602.340.8955
5983 E. Grant Road, Suite 290 | Tucson, AZ 85712-2365
520.207.4464 | Fax 520.300.9662

Site Setbacks		
Jurisdiction	***Standard***	***Citation***
	• Rear: 20 ft.	
City of Tucson (R-2 & R-3)	• Residential ("Res.") Use next to Res. Zone = greater of 6 ft. or 2/3 height of exterior building wall. • Res. Use next to Non-Res Zone = 10 ft. or ¾ height of exterior building wall.	Sec. 6.3.4, Table 6.3-2.A.
Pima County (CR-5 Zone)	• Front: 20 ft. • Side/Rear: 10 ft.	Sec. 18.29.030.C.
City of Chandler (MF-2)	• Front: 20 to 50 depending on ROW width. • Side: 5 ft. each • Rear: 10 ft.	Sec. 35-903.
City of Mesa	• Front: 0-10 ft. • Side/Rear: 15 ft.	Sec. 11-5-5, Table 11-5-5, referring to Table 11-6-3 (NC-U).
City of Phoenix (R-3)	• Front: 20 ft. • Side: 10 ft. (each) • Rear: 10 ft.	Sec. 615, R-3 Multifamily District

II. Lot Coverage

The below table shows that lot coverages of 70 percent or more for multi-family uses are common throughout Arizona. Several jurisdictions do not count parking areas towards the lot coverage calculation, and by our estimates these lot coverages would be approximately 70 percent if the parking areas were included in the calculation. These jurisdictions illustrate that a lot coverage of 70 percent, which is slightly above the Town's proposed coverage, is consistent with multi-family development in the region.

Lot Coverage		
Jurisdiction	***Standard***	***Citation***
Marana (*proposed text amend.*)	60% of total lot area.	Sec. 17-4-6.D.
City of Tucson (R-2 & R-3)	R2 = 75%, R3 = 70%.	Sec. 6.3.4, Table 6.3-2.A. Includes vehicle use areas.
City of Chandler (MF-2)	Buildings shall not occupy more than 45% of net lot area.	Sec. 35-903. Net lot area excludes any ROW

Lot Coverage		
Jurisdiction	***Standard***	***Citation***
		dedications. Area calculation does not include parking area.
City of Mesa (RM-3U)	70% of lot.	Sec. 11-5-5 (Table 11-5-5).
City of Phoenix	45% of net lot area.	Sec. 615, R-3 Multifamily District. Net lot area excludes any ROW dedications. Area calculation does not include parking area.

III. Other Suggested Code Update Revisions

We have two additional suggestions to the Town's Code update. First, the current draft of Ch. 17-4-6, Multi-family residential (MR) zoning group, states that all pertinent requirements of Ch. 17-8, Multi-family, commercial and industrial design standards, apply to the MR zoning group. *See* Sec. 17-4-6.C. However, the design standards of Ch. 17-8 do not clearly indicate what standards apply to multi-family, as most of the standards are related to commercial uses. Our suggestion is to create a separate sub-section of design guidelines for multi-family uses that provides specific standards for this use, thus eliminating any confusion as to what standards apply to multi-family.

Second, the updated Code, Sec. 17-4-6.D, Table 5, includes requirements for "Recreational or active common area." While the actual standards are acceptable, the Code does not provide a definition for Recreational/Active Common Area. We suggest that the Town provide a definition and/or examples of Recreational/Active Common Area to provide developers with more clarity regarding how they can comply with this standard.

IV. Requested Changes to MR-2 Zone Development Standards

Based on the above, we are requesting that the Town modify the MR-2 zone's development standards in its Code update as follows:

- Site Setbacks of 10 feet for each side, and 10 feet in the rear.
- Lot coverage of 70 percent.
- Create a multi-family-specific set of design guidelines tailored to this type of development.
- Include a definition of "Recreational/Active Common Area" in the definitions section, or alternatively provide examples of amenity features that comply with this standard.

These are best-practice standards that have proven effective in other Arizona jurisdictions. They provide slightly higher densities, which have become commonplace in both the Tucson and Phoenix regions. These standards allow for quality multi-family development while providing the density required by developers of these projects.

Thank you for the opportunity to provide comments. If you have any questions or would like to discuss further, please contact me.

Sincerely,



Rory Juneman, Esq.

cc: Joseph Meyer
Werner Meyer, Esq.
Richard Dunker
Steve Parady
Jacob Payne

From: Squarespace
To: Steven Cheslak
Subject: Form Submission - LDC update feedback form
Date: Monday, April 12, 2021 4:38:48 PM

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Sent via form submission from *Town of Marana*

Name: Eli Castronova

Email: ec@velocityretail.com

Message: Rooftops attract retail commercial users such as Grocery Stores therefore making the code as residential development friendly as possible is a plus. Would be a benefit include in the code for their to be mixed commercial and residential development. For example, adding a medium to higher density residential development element into the Village Commercial zoning category would help such parcels achieve a highest best use sooner than if this development flexibility is not included. Additionally it would allow developers to consider adding a type of residential housing that may not currently exist in the Marana. A bigger variety of residential housing types that is of good design and quality the better as it broadens out the master plan land use vision to serve a wider array of residents. Attracting another niche of residents adds to the overall residential population count and the higher the residential count the more commercial users will be attracted to Marana bringing jobs and retail services to the area and over time that will help Marana become a live, work, play self sufficient community.

From: John Flint
To: Steven Cheslak
Cc: Terri Byler
Subject: Marana Land Development Code Update Review
Date: Tuesday, April 20, 2021 1:00:34 PM
Attachments: Marana LDC - Flint Review.pdf

PLEASE BE CAUTIOUS

THIS MESSAGE AND SENDER COME FROM OUTSIDE THE TOWN OF MARANA. IF YOU DID NOT EXPECT THIS MESSAGE, PROCEED WITH CAUTION. VERIFY THE SENDER'S IDENTITY BEFORE PERFORMING ANY ACTION, SUCH AS CLICKING ON A LINK OR OPENING AN ATTACHMENT.

Good afternoon Steve -

Thank you for the opportunity to review the proposed updates to the Marana Land Development Code. My comments are attached. My compliments to you and the staff on a robust, progressive and thorough document that will serve the Town well and long into the future.

I am always available to discuss should you wish.

With best regards,

John

GENERAL COMMENTS

1. Capitalization

A. Titles, political subdivisions, governmental agencies and the like should be capitalized. Those found within the Chapter include, and may not be limited to:

Arizona Department of Agriculture
Arizona Department of Real Estate Regulations
Arizona Department of Water Resources
Arizona Nursery Association
Arizona Revised Statutes
Arizona State Museum
Board of Adjustment
Code (Marana Town Code of Ordinances)
Council of Tree and Landscape Appraisers
(Pima) County Assessor
(Pima) County Recorder
Department of the Interior
Development Services Department
Endangered Species Act
General Plan
International Society of Arboriculture
Marana Land Development Code
National Register
North American Industry Classification System (NAICS)
Pima County
Pima County Department of Environmental Quality
Pima County Stormwater Detention/Retention Manual
Planning Commission
Planning Manager
Secretary of the Interior (Secretary)
Specific Plan
Technology Services Department
Town
Town Clerk
Town Council
Town Engineer
Town General Plan
Town Manager
United States Census Bureau
United States Fish and Wildlife Service
Water Director
Zone Map

B. Words defined in Sections 1-3-1 and 17-6-1 should be capitalized through the Title. This capitalization will alert the reader that such words are defined within this Title have a specific interpretation for the purpose of use within the Title. Further, these words, when codified on-line, should be in a color other than black and when passed over by the cursor the definition should pop-up.

C. Definitions appear in Chapter 17-1, 17-8, 17-11, 17-12, 17-13, and 17-19. Consideration should be given to consolidation of these definitions in Chapter 17-1 which would align definitions through the Title, remove potential conflicts, and make for easier reference for those using the Code. Definitions should remain in Chapter 17-15 as these are promulgated by FEMA.

2. Enumeration

Consideration should be given to carrying the Section enumeration through to the sub-section. This will avoid having to look back when giving a citation and make use of the Code easier.

Example: 17-1-6 A. 1. Abutting: Properties having a common property line or boundary

3. Consistency

Throughout the Chapter several terms are used interchangeably and at times used as singular or multiple words for the same interpretation. Examples are:

Pima County versus County (County should be used as it is defined in 1-3-1)
Town Council versus Council (Council should be used as it is defined in 1-3-1)
Town of Marana versus Town (Town should be used as it is defined in 1-3-1)
must versus shall (shall should be used as it is defined in 1-3-1)

Professionals referenced in this Title should be defined in 17-1-6 and referenced in a consistent manner, as follows:

Archaeologist: An Archaeologist permitted by the Arizona State Museum:
Architect: An Architect registered in the state of Arizona;
Engineer: A Professional Engineer registered in the state of Arizona;
Engineer of Record (EOR): The Engineer who is responsible for a project and who is registered in the state of Arizona;
Land Surveyor: A Land Surveyor registered in the state of Arizona; and
Landscape Architect: A Landscape Architect registered in the state of Arizona.

CHAPTER 17-1. TITLE, INTENT, PURPOSE AND DEFINITIONS

17-1-3 Compliance

Replace “one” with “Person” as Person is defined in 1-3-1.

17-1-6 Definitions

A.5. Acre: Acre is defined; however, net and gross are used later in the code and a definition should be provided for those terms.

A.15. Automobile fuel station: Replace "Automobile" with "motor vehicle" to encompass all motor vehicles.

A.28. Building height: Add decorative appurtenances, architectural features.

A.33. Caretaker quarters: After "security" add "and/or maintenance".

A.55. Density: Provide net or gross in definition.

A.68. Family: May wish to consider expanding as follows:

FAMILY. *One Person or a group of two or more Persons living together and interrelated by bonds of consanguinity, marriage or legal adoption, or a group of Persons not more than three in number who are not so interrelated, occupying the whole or part of a Dwelling Unit as a separate housekeeping unit with a single set of culinary facilities. The Persons thus constituting a Family may also include gratuitous guests and domestic servants. Any Person under the age of 18 years whose legal custody has been awarded to the State Department of Children and Family Services (DCF) or to a child-placing agency licensed by DCF, or who is otherwise considered to be a foster child under the laws of the State, and who is placed in foster care with a Family, shall be deemed to be related to and a member of the Family for the purposes of this Chapter. Nothing herein shall be construed to include any roomer or boarder as a member of a Family.*

A.82. Grade: The second sentence should read: In *the* case *where* the front wall is parallel to and within five feet of a sidewalk, the grade *shall* be measured at the sidewalk at the centerline at the front of the lot.

A.110. Lot coverage: Is there any consideration of pervious versus impervious?

A.143. Parking space: Is the space to be marked (striped) or unmarked?

A.156. Private school: There is no definition for public school or charter school.

A.164. Residences per acre: There is no definition for gross provided.

A.183. Special event venue: This does not specify indoor or outdoor, and does it include concerts, auctions, tractor pulls?

CHAPTER 17-2. ADMINISTRATIVE BODIES AND OFFICERS

17-2-1 Planning Commission

B. Organization. The section would read better as: The Planning Commission shall consist of seven members, one of which shall be a chairperson elected by the members, and one of which shall be a vice-chairperson elected by the members.

CHAPTER 17-3. ADMINISTRATION AND ENFORCEMENT

17-3-1 Amendment and rezoning

D. Approval criteria. The Planning Commission and Town Council shall consider the following "questions", at a minimum, in reviewing an application for rezoning: The items following are not posed as questions. It is recommended that the word questions be deleted.

17-3-2 Conditional use permits

C and G. Public hearing, and Appeal procedure. Notice shall be sent to all owners of property located within 300 feet of the subject to the request. Does the 300 feet include open spaces, preserves, water bodies, etc.?

17-3-3 Temporary use permit

D.3.k. add "then" between shall and be.

G. 1., G.2. It is recommended that day be used as defined in 1-3-1 for consistency.

CHAPTER 17-4. ZONING

17-4-3 Use Conditions matrix

Table 3. Conditions per Use, Residential. Child care home, add hyphen between full and time.

Table 3. Conditions per Use, Service. Laundry or dry cleaning, for 10,000 sf max is that for retail or commercial? For 30,000 sf max, should that be in Light Industrial?

17-4-5 Residential Zoning Districts

Table 4. Development Standards per Residential Zone. The notations would be easier to discuss if presented in alpha or numeric format.

17-4-9 Mixed-use zoning districts

F.2.b Height. Maximum building heights are enumerated in the preceding tables, what is the purpose in measuring building heights in stories? This section does not account for interstitial space or architectural features extending above the roof line.

F.2.e.iii.a. & b. Glazing. Text calls for "clear" glass. Most architectural glazing is tinted for climate control. Change to transparent?

F.2.e.iv. Change "length" to elevation.

17-4-22 Recreational vehicle (RV)

E.1. A six-foot fence or wall is generally not sufficient to conceal the upper portion of most RVs. Consider eight-foot fence or wall.

H.6. The minimum two-foot-wide sidewalk is limited in accommodating persons using wheel chairs and walkers; four-foot minimum is recommended.

17-4-23 Manufactured housing (MH)

E. 1. A six-foot fence or wall is generally not sufficient to conceal the upper portion of most RVs. Consider eight-foot fence or wall.

17-4-24 Commercial office (CO)

E.4. Change Banks and savings and loans to financial institutions.

17-4-25 Mixed-use (MU-1)

B.2. Antique shop. No definition of antique is provided; does this include resale, consignment?

CHAPTER 17.5. SUBDIVISIONS

17-5-2 Procedure

B.2. Town staff first appears in this section and continues throughout. Recommended change to Planning Manager or Town.

C.2. and D.1.b. Change “appropriate” to applicable.

C.4.d. Does the automatic extension exempt the applicant from compliance with any changes in the Code since the initial approval?

D.2.b. Do staff recommendations include external agencies? If so, remove staff.

17-5-3 Subdivision requirements

Unless addressed elsewhere in the LDRs, which I may have missed, consideration may wish to be given to the addition of a matrix delineating the number of required ingress/egress locations for both residential and non-residential developments. Such a matrix will benefit traffic management, and specifically public safety/first responder response. Including this at the platting stage would alert the applicant of the requirement at the earliest stage of the development process. This is brought up upon observing the recent consideration of a 30 unit residential development where the fire review waived a secondary access being that the structures were to have fire sprinkler systems; this waiver however appeared not consider medical emergency response or other public safety response.

B.15. Add or physically after technically.

C.2.b. What occurs if "will likely" does not occur? Can a written and binding commitment be secured from the adjacent property owner?

C.10. If this section applies to non-residential properties, homeowners' association should be changed to property owners' association.

17-5-4 Performance guarantee

C.11. Does the one-year warranty commence from the date of acceptance by the Town Engineer? If so, add to section.

17-5-5 Minor land division

D. Add after shall review and.

CHAPTER 17-6. GENERAL DEVELOPMENT REGULATIONS

17-6-2 Relationships to streets, other structures, and other property

A. Permitting trees in a clear-sight triangle defeats the purpose of the triangle. Trees in the triangle can obstruct traffic control devices, and even if maintained at a six-foot clearance, that dimension is not sufficient for unobstructed views of drivers of larger vehicles.

17-6-5 Nuisance uses prohibited

B. Delete "limits".

17-6-6 Specifications for the installation of fiber optics

A. Delete "municipal limits", Town suffices by definition.

17-6-8 Medical marijuana dispensary

A. and B. Why are there quotes around medical marijuana dispensary?

D.6. Change "church" to house of worship.

F. Delete "limits of Marana", Town suffices by definition. Change "Marana" to Town for consistency.

17-6-9 Shipping containers

What is the difference between a shipping container and a storage pod; if there is one, define.

CHAPTER 17-7. RESIDENTIAL DESIGN STANDARDS

17-7-4 Neighborhood design plan basis standards

3.e. Delete “official” as it is not necessary.

C.4. Are the walls not permitted to be made of concrete block, or is the concrete block not permitted to be unfinished, without paint or stucco and paint? Would changing “made of” to finished as address this?

17-7-6 Residential design plan basis standards

B.3. Delete “official” as it is not necessary.

B.4. See 17-7-4, C.4. above

17-7-7 Alternative residential design plan

C.3. Delete “official” as it is not necessary.

CHAPTER 17-8 MULTI-FAMILY, COMMERCIAL, AND INDUSTRIAL DESIGN STANDARDS

17-8-9 Architectural character

Consider prohibiting exterior stairways and catwalks.

17-8-14 Perimeter landscaping

While reference is made to section 17-11-7 (Landscape requirements), the contents of 17-8-14 would be better suited to be located in 17-11-7 for the landscape professional to find all requirements in one location.

17-8-16 Fencing and walls

5. Change “cinder” to concrete.

CHAPTER 17-9. PARKING

17-9-2 Parking requirements

A.2.c.ii. Consider changing “standard modeling practices” to trip and parking generation modeling acceptable to the Town Engineer.

E.2. Is there any consideration to require a portion of the required spaces to have additional stall depth to accommodate longer vehicles that when parked currently extend into the drive aisle, such four-door pick-ups with eight-foot beds?

17-9-4 Bicycle parking

C. Recommend changing "five" feet to ten feet; five feet is not sufficient space to connect a hose to a hydrant.

CHAPTER 17-11 ENVIRONMENTAL RESOURCE PRESERVATION, NATIVE PLANT PROTECTION, AND LANDSCAPE REQUIREMENTS

17-11-5 Native plant protection

C. "Protected native plant list" first appears in this section and several times following and is the title in 17-11-6. Consideration should be given to making this an anacronym, PNPL, and defining such in 17-11-2.

I.3.a. "The monetary value of these plants shall be paid into an escrow account of the Town's choosing . . ." Is this cash, a bond, or an L.O.C.? Should specify.

L.6. Change "article" to section.

L.9. Remove quotes from plant professional and capitalize and this term is defined in 17-11-5-F.

L. 15. Delete "an individual who is qualified in arid lands native plant resource identification and protection as specified in subsection 17-11-5-F" and replace with Plant Professional.

L.15 and L.15.a. Change "monitor" to Plant Professional.

17-11-7 Landscape Requirements

May wish to add graphics depicting minimum planting and staking standards.

May wish to consider annual landscape inspection for commercial/office/industrial and multi-family residential rental properties to assure that plants and trees are maintained in a healthy condition, trees are properly pruned, irrigation is properly operating, dying, dead or diseased plants/trees are replaced per the approved landscape plan to maintain the appearance of the Town and its value.

May wish to consider adding a section to address tree replacement. Mature trees that are damaged, diseased, or die cannot necessarily be replaced with a tree of like size due to physical constraints (i.e. transportation, access). A methodology should be established to value the lost canopy for replacement with trees either on of off-site.

May wish to consider adding a section for tree abuse, violations, enforcement, remedial actions and penalties.

E.2. Change "Landscaping" to Landscape.

E.3. Is the "town's official regulatory plant list" different from the "protected native plant list" and where are each of them to be found? Shouldn't they be in this section? The word "official" should be deleted.

E.9.a. Delete “official”.

E.9.b.iv. May wish to consider amending engineering standards for concrete sidewalks for those portions where trees with invasive roots are planted to six-inch depth with wire mesh to prevent vertical separation

H.1. Delete “official”.

17-11-8 Landscaping standards for off street parking areas

A.3. Recommend increasing minimum five feet in width to ten feet. Over time and as trees mature five feet is insufficient for root growth and results in destruction of the adjacent curb.

17-11-9 Roadway landscape standards

D. Permitting trees in a clear-sight triangle defeats the purpose of the triangle. Trees in the triangle can obstruct traffic control devices, and even if maintained at a six-foot clearance, that dimension is not sufficient for unobstructed views of drivers of larger vehicles (same comment from 17-6-2).

17-11-10 Maintenance

A.2. Pruning standards should reference ANSI 300 (American National Standards Institute), the generally accepted industry standards for tree care practices. This will assist in preventing hatracking and other poor pruning practices.

17-11-11 Compliance

B. Being as the schedule of restitution is provided, why is the Planning Commission and not the staff determining the amount to be paid? There is no requirement for the Town to document the alleged damages and provide a report to the property owner or contractor. This appears to be a ministerial executive function, not one for an advisory body. Further, there is no appeal process for the property owner or contractor. Perhaps this would be better handled through the Town’s established code enforcement procedures.

E. Replace “staff” with Town, replace “zoning inspector” with Town, replace “planning department staff” with Town or Planning Manager.

F. Replace “planning department staff” with Town.

17-11-12 Plan approval prior to permitting

Replace “planning department staff” with Town.

17-11-13 Assurances

A. Rewrite to be consistent with bond requirements elsewhere, and in an amount acceptable to the Planning Manager and in a form acceptable to the Town Attorney.

CHAPTER 17-12. PROTECTION OF CULTURAL RESOURCES

17-12-5 Archaeological Review

A.1., 2.c., 4.b. Delete “staff”.

17-12-7 Appeals

Where is the appeals process stated?

Delete “staff”.

CHAPTER 17-13. STANDARDS FOR GRADING AND RELATED SITE WORK

17-3-3 Definitions

B.2., B.3., B.20. Delete “staff”.

17-13-4 General grading and related site work performance standards

J.1. Delete “staff”.

17-13-7 Submittals and procedures: major grading type 2

B., C.2., C.4., Replace with EOR (Engineer of Record) as defined.

17-13-8 Submittals and procedures: major utility permits

B. Replace with EOR (Engineer of Record) as defined.

17-13-9 Submittals and procedures: public infrastructure permits

B. Replace with EOR (Engineer of Record) as defined.

17-13-10 Inspection and performance defaults

A. Replace with EOR (Engineer of Record) as defined.

C. Delete “staff”.

17-13-11 Enforcement

A.2. Delete “staff”.

17-13-12 Waivers and interpretation review

C.5., C.6., B.3., B.4., B.5. Each of these sections addresses the computation of time, some in days and some in working days. It is recommended that day be used as defined in 1-3-1 for consistency.

CHAPTER 17-14 HILLSIDE DEVELOPMENT

B.1., B.2., C. Replace “registered civil engineer” with Engineer or EOR as defined.

CHAPTER 17-15 FLOODPLAIN AND EROSION HAZARD MANAGEMENT CODE

No comments other than capitalizations.

CHAPTER 17-19 SILVERBELL ROAD CORRIDOR OVERLAY DISTRICT

Throughout the chapter the terms “overlay district”, “Overlay District”, “Silverbell Road Corridor Overlay District”, “Design Review (DR) Overlay District appear to be used interchangeably. For ease and consistency, the subject area could be defined and referred to as either the SRCOD or the District throughout the chapter.

17-19-10 Silverbell Road Corridor Overlay District development plan procedures

A. Change “any” to all.

B. “Marana land development code and town standards”, is there a difference between Town Code and town standards? Remove town standards?

17-19-11 Use regulations

B.5. Change “churches” to houses of worship.

B.6.c. Add interior designer.

B.8.l. Add greeting to “card stores”.

C.2. Is there a definition for holiday? Which ones, duration, how many times per year?

17-19-13 Development standards

E.2. Change “allowed” to permitted.

G.2. Change “should” to shall.

G.3. Change “as approved” to as may be approved by the Planning Manager.

From: Squarespace
To: Steven Cheslak
Subject: Form Submission - LDC update feedback form
Date: Tuesday, April 20, 2021 5:13:17 PM

PLEASE BE CAUTIOUS

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Sent via form submission from *Town of Marana*

Name: Rory Juneman

Email: rjuneman@lslawaz.com

Message: As a local land-use attorney who has worked on subdivision approvals in both Marana and other Southern Arizona jurisdictions, I am providing comment supporting the Town's draft code that allows Town Staff to approve the preliminary plat. As you know, the plat approval process is an administrative process, which means that if a development complies with the Town's subdivision and zoning regulations, the Town must approve the plat. The tentative plat is a highly technical document showing compliance with the subdivision and zoning regulations, and it is entirely appropriate for staff – who has the technical expertise in this area – to review and approve the plat. This process will save developers and the Town time and effort, as it will remove a current process that has little or no benefit to the process. This is a commonsense code change that is in place in many other jurisdictions in Arizona, and I applaud the Town for making this proposed change.

From: Squarespace
To: Steven Cheslak
Subject: Form Submission - LDC update feedback form
Date: Friday, May 28, 2021 4:18:16 PM

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Sent via form submission from *Town of Marana*

Name: Brent Davis

Email: btdavis@drhorton.com

Message: The 50% exterior paint LRV restrictions is extremely limiting. One of the items that the Town asks for in the LDC is diversity in plans and elevations but with the LRV restriction it's extremely difficult to build anything other than the traditional style homes that you see across Marana. We are very interested in building a more modern looking home but in order for that to be successful we will need to use lighter colors than what's currently allowed. In my opinion the LRV restriction should be raised to somewhere around 65%-70%. This would allow for more modern or farmhouse style elevations that have become very popular in other markets and would add diversity to the housing product within the Town.

Also the 50% restriction on two story homes has been a very burdensome restriction in our communities. As we have seen home prices increase we have seen increased demand for two story homes that generally offer more square footage for less cost than a single story home. This plays a huge role in families abilities to purchase a home that provides the space they need to be comfortable.

From: Squarespace
To: Steven Cheslak
Subject: Form Submission - LDC update feedback form
Date: Wednesday, April 21, 2021 1:18:37 PM

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Sent via form submission from *Town of Marana*

Name: Jon Jump

Email: jump@jvico.com

Message: Please anticipate the future trend of retail and industrial uses merging. Retailers are beginning to incorporate local delivery distribution warehouses into the back half of their traditional retail stores. Thank you.

MARANA AZ

Proposed Town Code Update

Steve Cheslak, Planning Manager

June 15, 2021

Town Code Update Adoption Overview

- **Town Code Land Development Migration Adoptions**
  - Development Impact Fee Ordinance - May, 2014
  - 16 LDC Titles - December, 2015
  - Wireless Communication Facilities - January, 2018
  - Downtown Zones - April, 2018
  - Signs - February, 2019
  - Parking - September, 2019

- **All remaining LDC Titles move to Town Code**
  - Title 5 (Zoning)
  - Title 8 (General Development Regulations)
  - Title 17 (Environmental Resource Preservation Native Plant Protection Landscape Requirements)
  - Title 19 (Standards for Grading and Related Site Work)
  - Title 20 (Protection of Cultural Resources)
  - Title 24 (Overlay District Regulations)

Town Code Update and Migration Highlights

- **General clean-up including existing Town Code Chapters**
  - **Rewrites to conform to current legal requirements, town and best practices**
    - **New definitions for home-based care and more (Chapter 17-1)**
    - **Animal keeping structure regulation now in LDC Table 3 - conditions per use (Chapter 17-6)**
    - **Rewrite of inspection provisions for grading (Chapter 17-13)**
    - **Updated definition of Waters of the United States with current law (Chapter 17-16)**
  - **Process changes driven by actual process**
    - **Updated Code makes reference to application checklists**
    - **Administrative preliminary plat approval**
    - **Rezoning and amendment process clarified with additional approval criteria**
    - **New rezoning category - Translational or Non-Site Analysis rezoning**
  - **Future comprehensive updates with 2040 General Plan recommended studies**

Existing Zoning Code

- **Ordinance No. 77-06**
  - Adopted August 29th, 1977
  - Established A, B, C, D, E zones
  - 5 revisions by ordinance
- **Ordinance No. 93-05**
  - Adopted April 6th, 1993
  - Established existing zones
  - 27 revisions by ordinance
- **32 Zoning Districts**
  - 1 Agriculture zone
  - 16 Residential zones
  - 7 Commercial zones
  - 2 Industrial zones
  - 6 Alphabet zones

Current Zoning Districts			
AG	Agricultural	RV	Recreational Vehicle
RD-180	Rural Development	CO	Commercial (Office)
R-144	Residential	NC	Neighborhood Commercial
R-80	Residential	VC	Village Commercial
R-36	Residential	RC	Regional Commercial
R-20	Residential	RR	Resort and Recreation
R-16	Residential	MU-1	Mixed Use
R-12	Residential	CBC	Campus Business Center
R-10	Residential	LI	Light Industrial
R-8	Residential	HI	Heavy Industry
R-7	Residential	F	Specific Plans
R-6	Residential	E	Transportation Corridor
R-3.5	Residential	D	Flood Plain
MR-2	Multi-Family (Med/High)	C	Large Lot
MR-1	Multi-Family (High)	B	Medium Lot
MH	Manufactured Housing	A	Small Lot

Proposed Zoning Code Updates

1. Eliminated unused districts

- R-20 Residential
- R-12 Residential
- RC Regional Commercial
- CBC Campus Business Center

2. New residential districts

- R-3 3,000 sf min. lot size
- R-4 4,000 sf min. lot size
- R-5 5,000 sf min. lot size

3. "Legacy Zones" created

- A, B, C, D, E Alphabet zoning
- R-3.5 Residential
- MH Manufactured Housing
- RV Recreation Vehicle
- CO Commercial Office
- MU-1 Mixed-use

★ Removed Significant Land Use Change option

4. New Code design

- Simplified four-part organization
  1. Zone Districts and Zoning Groups Table
  2. Use Matrix Table
  3. Use Conditions Matrix Table
  4. Lot Development Standards

Proposed Zoning Code – Zoning Groups & Use Matrix

Table 1. Zone districts and zoning groups summary	
Agricultural zone	
AG	Agricultural
Ranchette residential zoning group (RA)	
R-180	R-180 rural development
R-144	R-144 residential
R-80	R-80 residential
Estate residential zoning group (ER)	
R-36	R-36 residential
Neighborhood residential zoning group (NR)	
R-16	R-16 residential
R-10	R-10 residential
R-8	R-8 residential
R-7	R-7 residential
R-6	R-6 residential
Garden residential zoning group (GR)	
R-5	R-5 residential
R-4	R-4 residential
R-3	R-3 residential
Multi-family residential zoning group (MR)	
MR-1	Multi-family residential (medium density)
MR-2	Multi-family residential (high density)
Commercial zones	
RR	Resort and recreation
NC	Neighborhood commercial
VC	Village commercial
Industrial zones	
LI	Light industrial
HI	Heavy industry
Mixed-use zones	
DMO	Downtown Marana overlay
DT	Downtown
DN	Downtown neighborhood
BU	Blended-use
Specific plan zone	
SP	Specific plan

Table 2. Use matrix

Uses	AG	RA	ER	NR	GR	MR	RR	NC	VC	LI	HI
Residential											
Single-family detached	P	P	P	P	P	C	C	X	X	X	X
Duplex	X	X	C	C	P	P	X	U	X	X	X
Townhouse	X	X	X	X	P	P	P	U	P	X	X
Multi-family	X	X	X	X	X	P	P	P	P	X	X
Manufactured home	P	U	U	U	U	X	X	U	X	X	X
Modular home	P	P	U	U	U	X	X	U	X	X	X
Accessory structure	A	A	A	A	A	A	A	A	A	A	A
Assisted living home	P	P	P	C	C	C	C	C	C	X	X
Adult foster care home	P	P	P	C	C	C	C	C	C	X	X
Caretaker quarters	A	A	A	X	X	A	A	A	A	A	A
Carport	A	A	A	X	X	A	A	A	A	A	A
Child care home	U	U	U	U	U	U	U	X	X	X	X
Community recreation	P	P	P	P	P	P	P	P	P	X	X
Enclosed storage	A	A	A	A	A	A	A	A	A	A	A
Fences or walls	A	A	A	A	A	A	A	A	A	A	A
Foster home	P	P	P	P	P	C	C	C	C	X	X
Garage	A	A	A	A	A	A	A	A	A	A	A
Guest quarters	A	A	A	U	U	U	X	X	X	X	X
Home occupation	U	U	U	U	U	U	U	U	U	X	X
Model home	A	A	A	A	A	A	A	A	A	X	X
Real estate sales office	T	T	T	T	T	T	T	T	T	X	X
RV park	X	X	X	X	X	C	X	C	C	C	X
Single-family dwelling in temporary structure	T	T	T	T	T	T	T	T	T	T	T
Sports court	A	A	A	A	A	A	A	A	A	A	A
Swimming pool or spa	A	A	A	A	A	A	A	A	A	A	A
Transitional housing	C	C	C	C	C	C	C	C	C	X	X

Town Code Update Adoption Timeline

- **Planning Commission and Town Council update meetings**
  - November, 2019
  - February, 2021
- **LDC and Town Code update public review began first week of April, 2021**
  - Seven comments received
  - Minor revisions
- **Planning Commission and Town Council public hearings**
  - May 26th - Planning Commission (recommended approval)
  - June 15th - Town Council (adoption)

Town Code Update Adoption Discussion

Staff recommends adoption of Ordinance No. 2021.010 and Resolution No. 2021-098, approving the proposed amendments to Marana Town Code that include the final migration of the remaining, revised titles of the Land Development Code and revisions to existing Chapters in the Town Code.

Council-Regular Meeting **D1**

Meeting Date: 06/15/2021

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: June 15, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to the Marana Town Code; update, discussion, and direction regarding implementation of the Town's first Neighborhood Preservation Code (Lisa Shafer)

Discussion:

On February 9, 2021, Town staff presented a Town Code update item to Council that included the desire of staff to implement the Town's first Neighborhood Preservation Code. Council directed staff to put together a draft neighborhood preservation code for review and discussion. Staff members from Code Enforcement, Development Services and the Legal Department have worked together since February to assemble the draft code being discussed at this meeting. Staff has also sent this code to the Manager's Office, Police Department and the Court for their input.

This new proposed Title 18 of the Town Code is a bit lengthy at 22 pages. However, the majority of the sections in the new code are already codified in state statutes, the International Property Maintenance Code (IPMC) and our existing Town Code in Titles 10, 11, 12 and 17. This new code will allow us to centralize these neighborhood preservation items neatly into one part of Town Code, making it easier for our residents and for staff.

Some important items to point out with the new code are that, unlike the current Town Code, the proposed Neighborhood Preservation Code clearly identifies the following purpose and scope: (1) to promote the health, safety and general welfare of the citizens of the Town by protecting neighborhoods against public nuisances; and (2) to protect neighborhoods from blight through property preservation. This code also clearly defines blight and what constitutes a public nuisance. There are also 26 new definitions

added that help to explain and bring clarity to all sections of this code. Many of the new items that have been added are directly related to issues that our residents have brought to the attention of staff and will allow staff the ability to easily address them in the future.

With Council's direction to move forward, staff would bring back a final document for adoption in late summer/early fall. At that time, staff would also bring back amendments to the other Town Code Titles that would need to be modified to eliminate any potential conflicts.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

Presentation and discussion only, no motion is necessary.

Attachments

Neighborhood Preservation Code

NEIGHBORHOOD PRESERVATION ORDINANCE DRAFT

Title 18 PUBLIC NUISANCE AND PROPERTY PRESERVATION

Chapter I. - GENERAL PROVISIONS

Sec. 18-1. - Purpose and scope.

(a) The purposes of this chapter are:

(1) To promote the health, safety and general welfare of the citizens of the Town by protecting neighborhoods against public nuisances, and

(2) To protect neighborhoods from blight through property preservation.

(b) Except as otherwise specifically provided in this chapter, this chapter shall apply to all buildings and land within the town.

Sec. 18-2. - Definitions.

(a) The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Abandoned or *junked vehicle* means a vehicle that is inoperative, stripped, scrapped, discarded, wrecked, on blocks or similar devices, or is without current license plates, or has deflated or missing tire(s).

Abate means correct, including, but not limited to, repair, rehabilitate, demolish or remove.

Accessory improvements means improvements to land other than buildings, including, but not limited to, driveways, parking areas, pools, sidewalks, walkways, bridges, exterior steps, railings, monuments, fences, signs, screening walls and retaining walls.

Attractive nuisance means a condition, instrumentality, machine or other agency, which is dangerous to children or other individuals because of their inability to appreciate peril and which may reasonably be expected to attract them.

Blight means unsightly, unsafe or unsanitary conditions including, but not limited to, the accumulation of litter or debris; buildings, accessory improvements and structures with holes, breaks, rot, crumbling, cracking, peeling, or rusting; dead, damaged or uncontrolled plant growth or lack of maintenance; and any other similar condition of neglect, excessive use, decay, degeneration, disrepair, deterioration or infestation that constitutes a fire hazard or may have an

adverse effect upon the health, safety, or general welfare of citizens and adjoining properties.

Building means any structure or part thereof intended to be or actually used by humans or animals for any purpose, including, but not limited to, living, sleeping, eating, cooking, sanitation, medical service, business, government, worship, education, recreation or storage.

Clean fill means clay, rock, sand or soil which is free of plant growth, debris and litter.

Debris means junk, including, but not limited to, lumber, furniture, furniture parts, cabinets, refrigerators, stoves, sinks, abandoned or neglected equipment, abandoned or junked vehicles or parts thereof, or the remains of something of little or no apparent economic value.

Designee means a person appointed in writing by the town manager as authorized to carry out specific actions to enforce this title. The writing shall be filed with the town clerk and shall specify the designee's authority.

Exterior building surfaces means outside walls, roofs, fixtures and attachments to a building or structure, including, but not limited to, doors, windows, gutters, down spouts, lights, antennas, satellite dishes, porches, posts, railings, garages, eaves, trims, patios and chimneys.

Garbage means any discarded or spoiled animal or plant matter resulting from the handling, preparation, cooking, or consumption of food; and any other animal or matter subject to rapid decomposition.

Graffiti means any unauthorized inscription, figure, drawing or other defacement that is written, marked, scratched, drawn, painted or otherwise affixed to any exterior building surface, unscreened area, accessory improvement or vehicle.

Grass means herbage intended to be or actually used for food, fodder or lawn.

Infestation means the presence or apparent presence of insects, rodents, birds, animals or other noxious pests of a kind or in a quantity that may have an adverse effect upon a building or structure or upon the health, safety, or general welfare of citizens.

Land means all land in the city and all buildings, structures and accessory improvements located thereon.

Landscaped area means an exterior improvement or change of land through plant growth or natural or artificial topping material such as rocks or stones, or a combination of plant growth and topping material.

Landscape waste means any dirt, dust, sand, stones, excavation material, leaves, landscape clippings, severed plant growth or any other material resulting from landscape installation or maintenance.

Leaf blower means any device that generates a stream of air that is designed or used to move landscape waste or litter.

Litter means all solid waste including, but not limited to, ashes, street cleanings, severed plant growth, garbage, dead animals, animal feces, abandoned or junked vehicles or parts thereof, solid commercial and industrial waste, paper, rags, empty barrels, crates, packing cases, boxes, cartons, wood shavings, packing material, wrappings, cigarettes, cardboard, landscape clippings, leaves, metal, mattresses, bedding, crockery, bottles, cans, glass, plaster, plastic, asphalt, tile, rock, bricks, clean fill, fill dirt, excavation material, or other materials tending to create an unsightly condition and having an adverse effect upon the health, safety, or general welfare of citizens.

Major Vehicle Repair means the removal from any vehicle of a major portion thereof including, but not limited to, the differential, transmission, head, engine block, or oil pan.

Natural desert means undisturbed, unimproved land with undisturbed native vegetation.

Plant growth means vegetation, whether living or dead, including, but not limited to, grass, flowers, weeds, vines, bushes, shrubs, cacti or trees.

Pool means a constructed or excavated exterior area designed to contain a regular supply of water, including, but not limited to, a swimming pool, spa, waterfall, pond or other body of water.

Public place means any town-owned street, sidewalk, alley, easement or other public way, and any public park, square, space, land or building.

Public roadway means that part of the street used or intended for use by the general public for motor vehicles.

Regularly used in the commission of a crime means one (1) or more law enforcement agencies have documented three (3) or more complaints alleging criminal activity in three (3) or fewer consecutive months at the address or location of the building or land.

Street means the full right-of-way used by the general public for road, highway, alley, pedestrian walkway or bikeway purposes, whether or not improved or accepted for maintenance by the town.

Structure means any item constructed or erected, the use of which requires a location on the ground or attached to something having a location on the ground, but not including a vehicle.

Unscreened means visible from a place reasonably accessible to the general public or to a person standing on adjacent land.

Vacant lot means land that has been or has not been disturbed and/or was previously developed, and may contain structures but does not contain buildings.

Vehicle means any device in, upon or by which a person or property is or may be transported or drawn on a street, including, but not limited to, an off-road

vehicle, an all-terrain vehicle, a dirt bike, a buggy, a trailer, an aircraft of any kind and a device used exclusively on rails or tracks.

Watercraft means any device specifically designed for use on water, including, but not limited to, a boat, canoe, jet ski or pontoon.

Weed means any uncultivated plant growth, including, but not limited to, bull thistle, cocklebur, foxtail, horseweed, lambs quarters, London rocket, mallow, milkweed, pigweed, mustards, prickly lettuce, ragweed, Russian thistle, tumbleweed, shepherds purse, sowthistle, white horsenettle, willow weed, and plant growth defined as noxious weeds in state statutes regardless of whether an owner or occupant regards the plant growth as desirable.

Sec. 18-3. - Conflicts and interpretation.

(a) Where a provision of this chapter is in conflict with a provision of any other chapter of the Town Code existing on the effective date of this chapter, the provision which establishes the higher standard for the protection of the public health and safety shall prevail.

(b) Where two (2) or more provisions of this chapter are in conflict, the provision which establishes the higher standard for the protection of the public health and safety shall prevail.

(c) The town manager or designee may render interpretations of this title and adopt regulations to clarify its provisions. Each interpretation shall be posted on the town's web site.

Sec. 18-4. - Severability.

The provisions of this title are severable. If any section, subsection, sentence or phrase of this title is declared invalid, that declaration shall not affect the remaining provisions of this title.

Chapter II. - PUBLIC NUISANCES

Sec. 18-5. - Public nuisances.

Except as otherwise permitted by law, each of the following conditions is a public nuisance on any land or in any building in the town and is unlawful, when the condition is or may be (i) discomforting or offensive to a reasonable person of normal sensitivity, or (ii) detrimental to the life, health or safety of individuals or the public:

(1) Animal manure that is neither used for fertilizing lawns or gardens nor securely protected from insects and the elements.

(2) Putrid, unsound or unwholesome bones, meat, hides, skins, or other animal parts; dead animals, fish or fowl; butcher's trimmings and offal; waste vegetation; liquid waste; animal matter, garbage, human or animal excreta, sewage and other similar offensive substances.

(3) A dumping ground or other land or building used for depositing litter or debris, or wrecking, disassembling, rebuilding, repair, storage or accumulation of three (3) or more vehicles, or of machinery, or parts of vehicles or machinery.

4) Noxious exhalations and other airborne irritations, including, but not limited to, smoke, soot, dust, fumes or other gases, offensive odors, or other annoyances.

5) Burning litter, debris, sawdust or other material resulting in smoke, gases, ashes, soot, cinders, sawdust or other material being transported to or deposited on land or buildings.

6) Disposing of litter, debris, sawdust or other material in a manner that results in its unauthorized deposit on land or buildings.

(7) An unsecured or abandoned excavation, pit, well, other hole or pool.

(8) A privy, vault, cesspool, sump, pit, pool, accumulated water or similar condition that is foul, malodorous, or subject to infestation, pollution or stagnation.

(9) An unsecured building that is vacant, abandoned, dilapidated, structurally unsound, or partially destroyed for more than forty-eight (48) consecutive hours.

(10) An abandoned, unattended or discarded icebox, refrigerator or other container that has an attached airtight door or lid, snaplock or other locking device that may not be released from the inside.

(11) Plant growth or any other condition, sign, structure, vehicle or watercraft that obstructs or interferes with or renders dangerous the use or passage of any public place.

(12) Plant growth or any other condition, sign, structure, vehicle or watercraft that obstructs or interferes with sight distance or the visibility of any traffic control device or sign.

(13) Plant growth or any other condition that constitutes a fire hazard or encourages infestation or noxious pests.

(14) Infestation.

(15) A building or land regularly used in the commission of a crime.

(16) Blight.

(17) Attractive nuisances.

(18) Graffiti.

Chapter III. - PROPERTY MAINTENANCE

Sec. 18-6. - Litter control.

(a) No person shall throw, deposit or dump any litter or debris on any land.

(b) A person may store litter and debris in a secure receptacle with a tight lid for collection if the receptacle is maintained so that litter and debris are prevented from being blown or deposited on any public place or adjacent land.

(c) Only as permitted by law, a person may store litter and debris within any building.

Sec. 18-7. - Vehicles and watercraft.

(a) An owner and/or occupant of land where an abandoned or junked vehicle, or a vehicle or watercraft being restored or undergoing major repair, is located, shall store the vehicle and watercraft in an enclosed area so that the vehicle and watercraft are not visible from any point outside the land. A vehicle or watercraft cover is not an enclosed area, unless the vehicle or watercraft is fully within a carport

(b) Except as otherwise permitted by law, there shall be no more than two abandoned or junked vehicles on any property.

(c) Except as otherwise permitted by law, no person shall display a vehicle or watercraft for sale on land of another or within the right of way.

(d) No person shall park a vehicle or watercraft on any street or public place for the principal purpose of:

(1) Displaying advertising or commercial exhibits, or

(2) Washing, greasing or repairing the vehicle or watercraft, except repairs necessitated by an emergency.

Sec. 18-8. - Buildings, structures and accessory improvements.

(a) The owner and/or occupant of a building shall maintain all exterior building surfaces to be free of blight and graffiti.

(b) The owner and/or occupant of land where a structure and/or an accessory improvement is located shall maintain the accessory improvement free of blight and graffiti.

Sec. 18-9. - Land.

(a) The owner and/or occupant of land shall maintain the land free of:

(1) Blight, garbage, litter or debris;

(2) Noxious exhalations and other airborne irritations, including, but not limited to, smoke, soot, dust, fumes or other gases, offensive odors, or other annoyances;

(3) Plant growth, infestation and any other condition that encourages infestation or otherwise adversely affects the health, safety or general welfare of individuals or the public.

(4) Grass higher than nine (9) inches, poison oak, poison ivy, and weeds; or plant growth that is dead, dry, uncultivated or overgrown.

(b) In addition to the requirements of subsection 18-9(a) above, the owner and/or occupant of land shall also maintain the following areas free of grass higher than nine (9) inches, poison oak, poison ivy, weeds, blight, garbage, litter and debris: adjacent rights-of-way from the back of the curb or edge of paving in the street, through the owner's and/or occupant's land, to the centerline of any adjacent alley or right-of-way, if present.

(c) In addition to the requirements of subsection 18-9(b) above, the owner and/or occupant of a business shall maintain the parking lot, lighting and landscaped areas adjacent to or surrounding the business in good repair and free of grass higher than nine (9) inches, weeds, garbage, litter and debris.

(d) The owner and/or occupant of a business that sells or accepts soil, vegetation, landscape material, trash, recycling or any similar commodity shall maintain the property entry, exits and adjoining right of way free from debris, deposits, pollutants and safety hazards.

(e) The owner and/or occupant of land that has been subject to dumping on more than one occasion shall take measures to secure the land to prevent future dumping. The measures may include erecting a fence, constructing a ditch and berm, or placing four (4) foot high posts at four (4) foot intervals. Any measures under this subsection shall be taken only in conformance with required permits.

(f) Except as otherwise permitted by law and by the landowner in writing, no person shall place clean fill or fill dirt on land of another.

(g) The owner and/or occupant of land where a pool is located shall maintain the pool to avoid health or safety hazards, infestation, pollution, stagnation and blight.

(h) Agricultural activities regulated by state law are excluded from this section

Sec. 18-9.1. - Blowing landscape waste.

(a) Use of a leaf blower shall be limited to blowing landscape waste on the user's property and shall not result in landscape waste being blown into the public roadway or another's property.

(b) If landscape waste is blown into the public roadway or another's property, the user of the leaf blower shall immediately clean up the landscape waste on the public roadway or property.

Sec. 18-9.2. - Treatment of vacant lots.

The owner of a vacant lot that has been subject to use on more than one occasion (operating and/or parking) by any motor vehicle, motorcycle, mini-bike, trailbike, dune buggy, motor scooter, jeep or other form of transportation or recreational vehicle propelled by an internal combustion engine, shall take measures to prevent future use (operating and/or parking) on the vacant lot. The measures may include erecting a fence, constructing a ditch and berm, and/or placing four (4) foot high posts at four (4) foot intervals. Any measures under this section shall be taken only in conformance with required permits, if required.

Sec. 18-10. - Preservation of natural desert.

(a) The purpose of this section is to recognize that preservation of the unique natural desert in limited areas of the town promotes the health, safety, and general welfare of the citizens of the town.

(b) Except for a condition that is a public nuisance as set forth in section 18-5, the property maintenance standards that require the owner and/or occupant of land to maintain the land free of the plant growth set forth in subsections 18-9(a)(4) and (b) shall not apply to:

(1) Natural desert within public places.

(2) Natural desert within natural area open space as established in conformance with the town Land Development Code.

(3) Natural desert areas within state-owned land.

Sec. 18-11. - **Dilapidated buildings prohibited**

A. Each owner, lessee, tenant, resident or occupant shall maintain a property so that it is free of dilapidated buildings. Dilapidated building means any real property structure that is likely to burn or collapse and its condition endangers the life, health, safety or property of the public, and includes but is not limited to a building that is abandoned,

inadequately maintained, in disrepair, neglected, vandalized, constructed in a faulty manner, not of sufficient strength or stability, not anchored, attached or fastened in place to an adequate supporting foundation, unsecured or in a state of deterioration.

Chapter IV. - ADDITIONAL VIOLATIONS

Sec. 18-12. - Additional violations.

(a) No person shall create, maintain or permit a public nuisance as defined in section 18-5 above.

(b) No person shall create, maintain, permit or assist any violation of this title, or fail to perform any act or duty required by this title.

(c) No person shall interfere or attempt to interfere with a town agent investigating or abating a violation of this title.

(d) No person shall knowingly make a false statement or knowingly mislead a town agent investigating or abating a violation of this title.

(e) No person shall place any personal property, materials, goods, wares, merchandise or similar items of any kind in or upon any public street, sidewalk, alleyway or right-of-way. Items placed by or approved by the Town are exempt from this subsection, including; 1. Portable basketball hoops, goalie nets, and similar items, during the actual time they are in use within residential areas. 2. Trash and recycling receptacles properly placed for collection in the following manner: A. where curbing exists, containers shall be placed on the street with the wheels against the curb. B. In all other locations, containers shall be placed within two (2) feet of the street in a manner that does not obstruct or otherwise impede access to any sidewalk.

Sec. 18-13. - Each day separate violation.

Each day any violation of any provision of this title or the failure to perform any act or duty required by this title continues shall constitute a separate offense.

Sec. 18-14. - Barbed wire, razor wire, razor ribbon, concertina wire, electrified fencing, or similar features prohibited; exceptions.

(a) The use as a fence or wall, either in whole or part, of barbed wire, razor wire, razor ribbon, concertina wire, electrified fencing, or similar features is prohibited on all residentially zoned land throughout the town.

(b) Notwithstanding the provisions of subsection (a) of this section and unless otherwise prohibited by law, barbed wire and electrified fencing used to control livestock that complies with Arizona Game and Fish Department guidelines for Wildlife Compatible Fencing that does not exceed Town of Marana fencing height standards is permitted within any residential district that meets the criteria established for the keeping of livestock.

(c) For the purposes of this section, livestock has the same meaning as defined in A.R.S. Section 3-1201.

Chapter V. - ENFORCEMENT

Sec. 18-15. - Authority.

The town manager or designee, town attorney, code enforcement officers and Marana police officers shall enforce this title.

Sec. 18-16. - Presumptions.

(a) The owner of land, as recorded in the Pima County Recorder's Office, is presumed to have control over the land and buildings and accessory improvements on the land. If more than one (1) person is recorded as the owner of land, all persons on record are presumed to have joint and separable control over the land and buildings and accessory improvements on the land. The occupant residing or operating a business on land or in a building is presumed to have control over the building and land on which it is located. These presumptions shall not prevent the enforcement of this chapter against persons other than record owners, to include lessees, tenants and occupants.

(b) Under the state statutes regarding criminal nuisance, the owner, leaseholder or person with legal privilege to control land, shall be deemed to have notice of the criminal nuisance as set forth in the state statutes.

(c) All presumptions are rebuttable.

Sec. 18-17. - Enforcement options.

(a) The town, its officers and employees may enforce this title by one (1) or more lawful means, including but not limited to, voluntary compliance, administrative and civil consent orders, civil enforcement, including injunctive action, criminal enforcement, abatement by administrative procedure, emergency abatement, and abatement regarding criminal activity. The town may also require restitution. In addition, the town may immediately remove any hazardous item, structure or sign

from any street or public place. One (1) type of enforcement neither limits nor precludes the town from pursuing any other type of enforcement.

(b) A violation of this title is in addition to any other violation of the Town Code. Enforcement of a violation of this title in no way limits enforcement of any other violation of the Town Code or of state statutes.

Sec. 18-18. - Misdemeanor violations.

Notwithstanding the provisions of chapter 18-17, a violation of this title may only be deemed a class one misdemeanor if the violation is:

(a) The second or subsequent public nuisance as defined in section 18-5, or

(b) The second or subsequent violation of any other chapter within two (2) years of the first violation.

Sec. 18-19. - Inspections.

(a) The town manager or designee, code enforcement officers or Marana police officers may inspect buildings or land to determine compliance with this title.

(b) Building exteriors and unscreened land may be inspected at any time with or without the presence of the owner or occupant in conformance with legal requirements governing administrative inspections of buildings and land.

(c) Except in a situation presenting an imminent hazard to life, health or public safety, building interiors and screened land shall be inspected during the normal business hours of the town, unless otherwise arranged, upon:

(1) The owner's or occupant's consent, or

(2) Any administrative or court order.

Sec. 18-20. - Reserved.

Sec. 18-21. - Voluntary compliance.

The town manager or designee, code enforcement officers or Marana police officers may seek voluntary compliance with this title through warnings, notices, compliance orders, or other means to achieve efficient and effective compliance.

Secs. 18-22—18-29. - Reserved.

Sec. 18-30. – Corrective Action Plans.

The town may enter into a written corrective action plan, signed by the town manager or a code supervisor, with a person accused of violating this title. The corrective action plan may be enforced as a contract is enforced or by any other lawful means, including the issuance of a citation at the expiration of the time given in the plan.

Sec. 18-31. - Reserved.

Secs. 18-32—18-39. - Reserved.

Sec. 18-40. - Reserved.

Secs. 18-41—18-59. - Reserved.

Sec. 18-50. - Civil complaints.

(a) The town manager or designee, code enforcement officers, the town attorney and Marana police officers may bring civil complaints under this title.

(b) The complaint shall include a written description and statutory designation of the violation(s).

(c) The town shall attempt to hand deliver the civil citation to the person accused of violating this Code. If the town is unable to hand deliver the civil citation, the town may serve it by certified or registered mail, return receipt requested, or by any means allowed by the Arizona Rules of Civil Procedure, to include alternative service methods approved by the court. If the town sends a citation via certified or registered mail, an additional copy must also be sent by regular mail.

(d) The citation is deemed served on the date it is hand delivered or, if mailed, on the date of signature on the return receipt.

Sec. 18-51. - Civil complaints—Court appearance or failure to appear.

(a) On the date specified in the complaint, the defendant shall appear in town court in person or through an attorney. The defendant shall admit or deny the allegations in the complaint. If the defendant admits the allegations, the court shall enter judgement against the defendant and impose the civil penalties set forth in section 18-65 below, and require restitution. If the defendant denies the allegations, the court shall set the matter for hearing.

(b) If a defendant served with a complaint fails to appear on the date specified in the complaint, or fails to appear at the hearing set by the court, the allegations in the complaint are deemed admitted. The court shall enter judgement against the defendant and impose the civil penalties set forth in section 18-65 below, and require restitution.

Secs. 18-52—18-54. - Reserved.

Sec. 18-55. - Authority to issue criminal complaints.

A Marana police officer may issue a criminal citation or the town attorney may bring criminal complaints under this title.

Sec. 18-56. - Reserved.

Secs. 18-57—18-59. - Reserved.

Sec. 18-60. - Jurisdiction and procedure of town court.

(a) The town court has jurisdiction over all civil complaints, town petitions for abatements including emergency abatements and all criminal citations to enforce this title.

(b) The town court shall follow the Arizona Rules of Court for Civil Traffic Violation Cases for civil complaints to enforce this title, except as modified or where inconsistent with this title, local rules of the court, or rules of the Arizona Supreme Court.

(c) The town court shall follow the Arizona Rules of Criminal Procedure for criminal actions to enforce this title.

(d) The town court may order abatements to enforce this title either upon petition from the town attorney or incidental to a hearing on a civil or criminal violation of this title when requested by the town.

Sec. 18-61. - Procedure for abatement petitions filed in town court.

(a) After notice to the owner and any responsible party, the judge shall conduct a hearing. Both the town and defendant(s) shall have an opportunity to be heard and present evidence. The rules of evidence shall not apply to these hearings but the judge may make rulings on the conduct of these hearings to ensure that they proceed in an orderly and efficient manner. The judge shall determine whether a violation of this title exists and order an abatement of the violation as appropriate in accordance with subsection (b). The court's determination shall be based on a preponderance of the evidence. If a defendant fails to appear for a hearing, the court shall hold the hearing in the defendant's absence. If the town fails to appear for a hearing, the court shall dismiss the petition without prejudice.

(b) Upon finding that abatement is appropriate, the court may order demolition, board-up, cleanup, inspection or any other action the court deems reasonably necessary to abate the violation.

(c) Demolition of a structure shall only be ordered following issuance of notice as required by subsection (a) to the owner and any responsible parties with an interest in the property that is recorded in the office of the county recorder and in accordance with section 18-111 of this chapter. Notice to the interested parties may be recorded against the property.

(d) The reasonable costs of any abatement permitted by the court's order shall be the responsibility of the owner and may be assessed and recorded as provided in sections 18-74 and 18-75.

(e) The notice required in subsection (a) shall generally comply with rule 4 of the Arizona Rules of Civil Procedure, except that upon petition by the town attorney the court may, upon a finding of good cause, deem the notice requirement satisfied by notice being posted in a conspicuous location on the subject property.

(f) The provisions of chapter VI of this title do not apply to abatements brought under this section.

Sec. 18-62. - Procedure for emergency abatement petitions filed in town court.

(a) If a violation of this title presents an imminent hazard to life, health or public safety, the court may immediately consider and grant emergency abatement orders brought on behalf of the town by the town attorney.

(b) Notice of the abatement petition and order shall be posted on the property in accordance with chapter 18-80(b)(3).

(c) The provisions of chapter VI of this title and section 18-80(e) do not apply to abatements brought under this section.

Sec. 18-63. - Reserved.

Sec. 18-64. - Reserved.

Sec. 18-65. - Civil penalties.

(a) If the violation concerns land used for residential purposes, the fine shall be as follows: The fine for a defendant's first citation under this title shall be two hundred fifty dollars ($250.00) per violation. The fine for a defendant's second violation under this title within two (2) years of the date of the first violation shall be five hundred dollars ($500.00) per violation. The fine for a defendant's third or subsequent violation under this title within two (2) years of the date of the first violation shall be seven hundred fifty dollars ($750.00) per violation. The court shall also impose all other fees and surcharges applicable under state statutes and title 5 of the Town Code.

(b) If the violation concerns land used for non-residential purposes, the fine shall be as follows: The fine for a defendant's first citation under this title shall be seven hundred fifty dollars ($750.00) per violation. The fine for a defendant's second violation under this title within two (2) years of the date of the first violation shall be one thousand five hundred dollars ($1,500.00) per violation. The fine for a

defendant's third or subsequent violation under this title within two (2) years of the date of the first violation shall be two thousand dollars ($2,000.00) per violation. The court shall also impose all other fees and surcharges applicable under state statutes and title 5 of the Town Code.

(c) However, on proper evidence that the violation(s) has been corrected and the defendant is in compliance with this title at the time of the hearing, in addition to all other fees and surcharges applicable under state statutes and title 5 of town Code:

(1) For a first violation, the court shall impose a minimum fine of at least one hundred dollars ($100.00) per violation for land used for residential purposes and at least two hundred fifty dollars ($250.00) per violation for land used for non-residential purposes.

(2) For a second or subsequent violation under this chapter within two (2) years after the date of the first violation, the court shall impose a minimum fine of at least two hundred dollars ($200.00) per violation for land used for residential purposes and at least five hundred dollars ($500.00) per violation for land used for non-residential purposes.

Sec. 18-66. - Criminal penalties.

(a) A criminal violation of this title is a class one misdemeanor. For a first conviction under this title, for land used for residential purposes, the court shall impose a criminal fine of at least five hundred dollars ($500.00) per violation. For a first conviction under this title, for land used for non-residential purposes, the court shall impose a criminal fine of at least one thousand dollars ($1,000.00) per violation. In addition, the court shall impose all other fees and surcharges applicable under state statutes and title 5 of Town Code.

(b) However, on proper evidence that the violation(s) has been corrected and the defendant is in compliance with this chapter at the time of the hearing, in addition to all other fees and surcharges applicable under state statutes and title 5 of Town Code:

(1) For a first violation, the court shall impose a minimum fine of at least two hundred fifty dollars ($250.00) per violation for land used for residential purposes and at least five hundred dollars ($500.00) per violation for land used for non-residential purposes.

(2) For a second or subsequent violation under this chapter within two (2) years of the date of the first violation, the court shall impose a minimum fine of at least five hundred dollars ($500.00) per violation for land used for residential purposes and at least one thousand dollars ($1,000.00) per violation for land used for non-residential purposes.

(c) The court may impose additional penalties in conformance with title 5 of Town Code.

Sec. 18-67. - Restitution.

In addition to the penalties of sections 18-65 and 18-66, the court shall impose restitution as part of its sentence, to compensate the town for its costs to enforce this title and bring a building or land into compliance with this title. Restitution shall include all costs of abatement, including inspection fees and prosecution of the case.

Secs. 18-68, 18-69. - Reserved.

Sec. 18-70. - Notice to abate.

(a) If, after an inspection, the town finds one (1) or more violations of this title, the town may require correction of the violation(s). If the town requires correction, the town may issue a notice to abate to the owner, the owner's authorized agent or the owner's statutory agent, and the occupant or lessee.

(b) The notice to abate shall be in writing and shall set forth:

(1) The identification of the land where the violation is located, by legal description, including the street address, if known, or by book, map and parcel number, if the street address is unknown.

(2) A statement of the violation(s) in sufficient detail to allow a reasonable person to identify and correct the violation(s).

(3) The date by which the owner, the owner's authorized agent, the owner's statutory agent, the occupant or lessee shall correct the violation, which date shall not be less than thirty (30) days from service of the notice.

(4) The name and phone number of the inspector who sent the notice.

(5) The estimated cost of abatement to the town.

(6) If the violation(s) is not corrected by the date specified for abatement, the town may abate the violation(s), assess the owner, occupant and/or the lessee the cost of abatement, and record a lien on the land for the assessment.

(7) The appeal procedures, if any.

Sec. 18-71. - Service of notice to abate.

A notice to abate shall be served by any of the following methods:

(1) By hand delivering a copy of the notice to abate to the owner, the owner's authorized agent or the owner's statutory agent, and the occupant or lessee.

(2) By mailing a copy of the notice to abate, by certified mail, to the owner, the owner's authorized agent or the owner's statutory agent, and the occupant or lessee at the last known address and at the address to which the tax bill for the land was last mailed.

(3) The notice to abate is deemed served on the date it is hand delivered or, if mailed, on the date it is deposited in the United States mail.

Sec. 18-72. - Effect of notice to abate.

(a) A notice to abate is effective upon any person served in conformance with section 18-71 or section 18-80 and any person with actual notice.

(b) A notice to abate runs with the land.

(c) The town may record a notice to abate in the Pima County Recorder's Office.

Sec. 18-73. - Town may abate.

If the owner, occupant or lessee subject to the notice to abate fails to correct the violation(s), the town may:

(1) Abate the violation(s),

(2) Assess the owner, occupant and/or the lessee the cost of abatement, and

(3) Record a lien on the land for the assessment.

Sec. 18-74. - Town assessment for abatement.

(a) Following abatement, the town shall prepare a statement of the cost of abating the violation of this chapter.

(b) The statement shall be mailed to the owner, the owner's statutory agent, the occupant and lessee at the address used to serve the notice to abate.

(c) The statement shall set forth:

(1) The statement of cost is an assessment upon the land from which the town abated the violation.

(2) The payment of the statement of cost shall be made by the date specified in the statement of cost.

(3) If payment is not made by the date specified in the statement of cost, the town shall place a lien on the land in the amount of the statement.

(4) The appeal procedures, if any.

Sec. 18-75. - Assessment lien.

(a) The town’s statement of cost under section 18-74 above shall be:

(1) An assessment on the land from which the town abated the violation(s), and

(2) Collected at the same time and in the same manner as other town assessments are collected.

(b) The town shall record the assessment in the Pima County Recorder's Office. From the date of its recording, the assessment shall be a lien on the land.

(c) The lien shall be inferior only to general tax liens.

(d) After recording the lien, the town may institute an action to enforce the lien in the superior court for Pima County. The recorded assessment is prima facie evidence of the truth of all matters recited in the assessment and the regularity of all proceedings before the recordation. Upon judgement of foreclosure and order of sale, the town shall sell the land to satisfy the lien.

(e) A prior assessment under this section is not a bar to a later assessment. Any number of liens on the same land may be enforced in the same action.

(f) Failure to enforce the lien shall not affect its validity.

Secs. 18-76—18-79. - Reserved.

Sec. 18-80. - Emergency abatement.

(a) If a violation of this title presents an imminent hazard to life, health or public safety, the town may notify the owner, the owner's authorized agent, the owner's statutory agent, occupant or person responsible for the violation to correct the violation immediately or the town may abate the violation.

(b) A notice for emergency abatement may be written, oral or electronic. A written notice shall be served by any of the following methods:

(1) By hand delivering a copy of the notice to the owner, the owner's authorized agent, the owner's statutory agent, occupant, lessee and/or person responsible for the violation, or

(2) By mailing a copy of the notice to the owner, the owner's authorized agent, the owner's statutory agent, occupant, lessee and/or person responsible for the violation at the last known address, or

(3) By prominently posting a copy of the notice on the building, accessory improvement, land or vehicle in violation.

(c) Written notice is deemed served on the date it is hand delivered, or if mailed, on the date it is deposited in the United States mail, or the date it is posted.

(d) Whether or not notice is served, the town may abate the violation.

(e) Upon request, the owner, the owner's authorized agent, the owner's statutory agent, occupant, lessee or person responsible for a violation that presents an imminent hazard to life, health or public safety, shall be granted a hearing before the board of adjustment appointed pursuant to chapter VI of this title, but the appeal shall not stay the town’s abatement of the violation.

(f) The effect of a notice for emergency abatement under this section shall be as set forth for a notice of abate in section 18-72 above.

(g) The town may assess the owner, occupant or person responsible for a violation for the cost of any emergency abatement by any means authorized by law.

Secs. 18-81—18-89. - Reserved.

Sec. 18-90. - Reserved.

Sec. 18-91. - Notice to abate; abatement regarding criminal activity.

(a) If the town finds that a building or land is regularly used in the commission of a crime, the town shall issue a notice to abate to the owner, the owner's managing agent, the occupant and any other person responsible for the use of the building or land for criminal activity.

(b) The notice to abate shall be in substantial conformance with the state statutes. The notice to abate may contain the date by which the owner, the owner's managing agent, the occupant, and other person responsible for the use of the building or land for criminal activity, shall correct the violation, which date shall not be less than ten (10) days from the service of the notice.

(c) The service of the notice to abate shall be in conformance with the state statutes.

(d) The notice to abate is deemed served on the date it is hand delivered or, if mailed, on the date it is deposited in the United States mail.

Sec. 18-92. - Town may abate or bring action; abatement regarding criminal activity.

(a) If the owner, the owner's managing agent or any other person responsible for the use of the building or land for criminal activity fails to correct the nuisance, the town may:

(1) Abate the use of the building or land for criminal activity.

(2) Bring an action in superior court to abate the use of the building or land for criminal activity.

(b) If the court enters a temporary restraining order, the town shall serve upon the defendant(s), any applicable statutory agent, and any legal occupant the town believes may claim an interest in the building or land:

(1) Notice of the entry of the temporary restraining order,

(2) Copies of the temporary restraining order and the complaint, and

(3) Notice of the possibility for a hearing, which shall be in substantial conformance with the state statutes.

(c) The service of the documents set forth in subsection 18-92(b) above shall be in conformance with state statutes.

Sec. 18-93. - Town recordation of action.

(a) If the town brings an action to abate the use of a building or land for criminal activity, the town shall file a notice of the action in the Pima County Recorder's Office.

(b) The notice shall be in conformance with state statutes.

Sec. 18-94. - Assessment for abatement regarding criminal activity.

(a) The court may assess the owner for the cost of abating the nuisance.

(b) The town shall record the assessment in the Pima County Recorder's Office. From the date of its recording, the assessment shall be a lien on the land.

(c) The lien shall be inferior only to general tax liens, child support liens, restitution liens and prior recorded mortgages.

(d) The town may enforce the lien as set forth in subsections (d), (e) and (f) of section 18-75.

Secs. 18-95—18-99. - Reserved.

Sec. 18-102. - Declaration of structure unfit for human habitation.

If a structure presents an imminent hazard to life, health or public safety, the town may declare the structure unfit for human habitation, and order it to be vacated.

Sec. 18-103. - Reserved.

Chapter VI. - APPEALS

Sec. 18-104. – Board of Adjustment—Authority and filing.

(a) The board of adjustment shall hear and decide:

(1) Appeals to an interpretation of this title by the town manager or designee and posted on the town’s web site.

(2) Appeals to a notice of an administrative abatement, a notice to vacate, or an assessment.

(b) A request for a time extension or an appeal shall be in writing and shall be filed with the town clerk within ten (10) days of the date of, as applicable:

(1) The interpretation's posting on the town's web site, or

(2) The notice to abate, the notice to vacate, or the assessment.

(c) If a person fails to request a time extension or appeal within ten (10) days, the failure constitutes:

(1) A waiver of the right to a hearing, and

(2) An admission of the validity of the notice or assessment.

(d) The request for a time extension shall specify what time extension is necessary and reasonable.

(e) The appeal shall specify why:

(1) The land or building subject to the notice is not in violation of this chapter;

(2) The interpretation is incorrect; or

(3) The assessment is excessive.

(f) A fee of twenty-five dollars ($25.00) shall accompany the request or appeal. In case of financial hardship, the fee may be suspended until the board of adjustment renders the decision. The board of adjustment may waive the fee upon a finding of financial hardship.

Sec. 18-105. - Administrative hearing officer—Hearing procedure.

(a) The board of adjustment shall set a date for hearing on the request or appeal within fifteen (15) days of the town clerk's receipt of the request or appeal.

(b) The hearing shall be informal and without a jury, except that testimony shall be given under oath or affirmation. The technical rules of evidence do not apply, except for the statutory provisions relating to privileged communications. The board of adjustment may make orders to fairly and efficiently determine the truth and decide the case. The burden of proof at the hearing shall be on the town by a preponderance of the evidence.

(c) The board of adjustment shall:

(1) Render a decision within fifteen (15) days of the hearing.

(2) Prepare findings and a decision.

(3) Mail the findings and decision to all the parties to the request or appeal, by certified mail unless at the conclusion of the hearing a decision is rendered and communicated to the parties.

(d) Rule 7 of the Arizona Rules of Procedure in civil traffic violation cases shall govern requests for recusal of the hearing officer.

(e) Rules 12 and 13 of the Arizona Rules of Procedure in civil traffic violation cases shall govern representation by counsel in these proceedings.

Sec. 18-106. – Board of adjustment—Time extensions.

(a) The board of adjustment may grant one (1) extension of the time set forth in an administrative notice to abate under this title. The extension shall not exceed ninety (90) days after the date of the hearing.

(b) The board of adjustment shall grant an extension only where it finds:

(1) A hardship in bringing the land into compliance within the time set forth in the notice to abate; and

(2) A reasonable plan by which the land will be brought into compliance within the time extension.

(c) The extension granted by the board of adjustment shall run from the date the board of adjustment mails the findings and decision as set forth in section 18-105 above.

Sec. 18-107. - Reserved.

Sec. 18-108. - Appeal from decision of the board of adjustment.

A party aggrieved by the board of adjustment's decision may appeal to superior court. An appeal shall be taken within thirty (30) days of the date of the board of adjustment's decision or shall be waived.

Chapter VII. - OTHER ORDINANCES

Sec. 18-109. - Reserved.

Sec. 18-110. - Reserved

Sec. 18-111. - Reserved.

Secs. 18-112—18-149. - Reserved.

Council-Regular Meeting **D3**

Meeting Date: 06/15/2021

To: Mayor and Council

From: Starla Anderson, Deputy Finance Director

Date: June 15, 2021

Strategic Plan Focus Area:
Commerce, Community, Heritage, Recreation

Strategic Plan Focus Area Additional Info:
Marana's Strategic Plan identifies financial sustainability as an overriding principle of Marana's strategic framework.

Subject: PUBLIC HEARING: Relating to Budget; public hearing regarding the Town of Marana's fiscal year 2021-2022 final budget (Yiannis Kalaitzidis)

Discussion:
On May 18, 2021, Mayor and Council adopted a tentative budget for fiscal year 2021-2022. In adopting the tentative budget, Mayor and Council established the expenditure limitation for the Town for the fiscal year.

This public hearing is the last formal step in the budgeting process prior to adopting the final budget. After receiving public input, Mayor and Council will be asked at a special meeting immediately following the regular Council meeting to consider adopting a final budget that shall not exceed $158,915,530.

No changes were made to the budget after adoption of the Tentative Budget.

The fiscal year 2021-2022 budget is structurally balanced with ongoing revenues covering ongoing expenditures. As compared to last year, the current year budget includes $5.0 million of General Fund contingency funding. American Rescue Plan funding has been programmed in the water capital projects funds to be used for water related infrastructure projects.

The following highlights certain items included in the proposed final budget:

Authorized Positions

Including position adjustments made during the current fiscal year, staffing increased 26 FTE from 377.35 positions in FY 2021 to 402.35 in FY 2022. As compared to the prior year when only 2 positions were approved for utility operations, 23 new positions were approved in the General Fund for FY 2022. Positions were added to a variety of departments, including police, parks & recreation, public works, finance, human resources, development services, legal and water.

The fiscal year 2021-2022 budget provides for 3% performance pay adjustments, inclusive of a 2% increase of pay ranges. The fiscal year 2021-2022 schedule of salaries is attached. While the pay ranges in the schedule have been increased by 2%, a small number of new positions are not yet presented in the schedule as the Human Resources department is still in the process of determining the appropriate grade and class for those positions. That determination, which has no impact on the pay ranges presented, will be completed prior to the recruitment of those positions.

Staff has included the official budget forms required by the State of Arizona's Auditor General's office (Exhibit A) as published for tonight's public hearing.

Upon adoption of the final budget, staff will publish and distribute to Council and department heads a budget document that provides more detailed information. Additionally, this published budget will be submitted to the Government Finance Officers Association for consideration of the Distinguished Budget Presentation Award.

Financial Impact:

Fiscal Year:	2022
Budgeted Y/N:	Y
Amount:	$158,915,530

The final budget amount of $158,915,530 is the same as the tentative budget amount approved on May 18, 2021. There were no adjustments between tentative and final budget.

Staff Recommendation:

None, public hearing on the budget only.

Suggested Motion:

No motion is necessary.

Attachments

2 Exhibit A - 2021-2022 Final Budget Auditor General Schedules

5 year CIP Plan

Official Budget Forms

TOWN OF MARANA

Fiscal year 2022

TOWN OF MARANA

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Fiscal year 2022

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Schedule D—Other Financing Sources/(Uses) and Interfund Transfers

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Schedule G—Full-Time Employees and Personnel Compensation

TOWN OF MARANA
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal year 2022

Fiscal year		Sch		Funds							
				General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds
2021	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	1	54,118,510	15,104,317	15,666,101	29,797,845	0	29,861,160	4,711,332	149,259,265
2021	Actual Expenditures/Expenses**	E	2	41,674,524	6,526,111	13,548,200	15,057,041	0	22,625,742	4,551,986	103,983,604
2022	Fund Balance/Net Position at July 1***		3								0
2022	Primary Property Tax Levy	B	4	0							0
2022	Secondary Property Tax Levy	B	5			1,519,957	182,396				1,702,353
2022	Estimated Revenues Other than Property Taxes	C	6	53,735,342	8,942,101	2,734,488	20,153,321	0	27,773,343	5,067,470	118,406,065
2022	Other Financing Sources	D	7	0	0	7,675,000	0	0	0	0	7,675,000
2022	Other Financing (Uses)	D	8	0	0	0	0	0	0	0	0
2022	Interfund Transfers In	D	9	0	100,000	6,499,808	50,000	0	4,248,104	0	10,897,912
2022	Interfund Transfers (Out)	D	10	4,286,035	0	0	2,080,584	0	4,531,293	0	10,897,912
2022	Line 11: Reduction for Fund Balance Reserved for Future Budget Year Expenditures		11								
	Maintained for Future Debt Retirement										0
	Maintained for Future Capital Projects										0
	Maintained for Future Financial Stability										0
											0
											0
2022	Total Financial Resources Available		12	49,449,307	9,042,101	18,429,253	18,305,133	0	27,490,154	5,067,470	127,783,418
2022	Budgeted Expenditures/Expenses	E	13	55,152,321	10,568,485	17,724,648	37,738,395	0	32,664,211	5,067,470	158,915,530

	Expenditure Limitation Comparison	2021	2022
1	Budgeted expenditures/expenses	$ 149,259,265	$ 158,915,530
2	Add/subtract: estimated net reconciling items		
3	Budgeted expenditures/expenses adjusted for reconciling items	149,259,265	158,915,530
4	Less: estimated exclusions		
5	Amount subject to the expenditure limitation	$ 149,259,265	$ 158,915,530
6	EEC expenditure limitation	$	$

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.
** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

TOWN OF MARANA
Tax Levy and Tax Rate Information
Fiscal year 2022

	2021	2022
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$	$
2. Amount received from primary property taxation in the **current year** in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	$	
3. Property tax levy amounts		
A. Primary property taxes	$	$
Property tax judgment		
B. Secondary property taxes	1,425,457	1,702,353
Property tax judgment		
C. Total property tax levy amounts	$ 1,425,457	$ 1,702,353
4. Property taxes collected*		
A. Primary property taxes		
(1) **Current** year's levy	$	
(2) Prior years' levies		
(3) Total primary property taxes	$	
B. Secondary property taxes		
(1) **Current** year's levy	$ 1,424,174	
(2) Prior years' levies	1,283	
(3) Total secondary property taxes	$ 1,425,457	
C. Total property taxes collected	$ 1,425,457	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate		
Property tax judgment		
(2) Secondary property tax rate	2.8000	2.8000
Property tax judgment		
(3) Total city/town tax rate	2.8000	2.8000

B. Special assessment district tax rates

Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating three special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

TOWN OF MARANA
Revenues Other than Property Taxes
Fiscal Year 2022

Source of revenues	Estimated revenues 2021	Actual revenues* 2021	Estimated revenues 2022
General Fund			
Local taxes			
Sales taxes	$ 24,389,464	$ 32,003,988	$ 30,950,841
Licenses and permits			
Building and development fees	3,412,300	4,790,900	4,786,800
Business and license fees	145,000	140,000	145,000
Animal license fees	91,500	86,500	86,500
Franchise fees	495,000	545,000	525,000
Host fees	283,312	283,312	300,000
Intergovernmental			
State shared sales taxes	4,444,645	5,236,500	5,756,874
Urban revenue sharing	7,007,072	7,007,072	6,397,237
Auto lieu	1,984,026	2,365,787	2,466,211
Charges for services			
Charges for services	563,000	404,798	609,500
Fines and forfeits			
Court fines and fees	408,500	517,220	391,500
Interest on investments			
Interest	610,000	500,000	508,508
Contributions			
Voluntary contributions	188,100	79,111	187,000
Miscellaneous			
Other miscellaneous	614,471	576,224	624,371
Total General Fund	$ 44,636,390	$ 54,536,412	$ 53,735,342
Special Revenue Funds			
Community development block grants	$ 180,000	$ 24,332	$ 180,000
Affordable housing revolving	10,000	1,926	10,000
Other grants and contributions	8,472,612	3,478,071	3,493,154
RICO	37,500	5,792	20,000
	$ 8,700,112	$ 3,510,121	$ 3,703,154
Impound	$ 10,000	$ 16,350	$ 16,000
Bed tax	1,104,840	979,864	1,243,341
Emergency telecommunications		89,459	
Local JCEF	8,000	6,988	8,000
	$ 1,122,840	$ 1,092,661	$ 1,267,341
Fill the GAP	$ 4,500	$ 3,916	$ 4,500
Local technology enhancement	45,000	30,000	50,000
Highway user revenue	3,281,296	4,106,073	3,917,106
	$ 3,330,796	$ 4,139,989	$ 3,971,606
Total Special Revenue Funds	$ 13,153,748	$ 8,742,771	$ 8,942,101

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

TOWN OF MARANA
Revenues Other than Property Taxes
Fiscal Year 2022

Source of revenues	Estimated revenues 2021	Actual revenues* 2021	Estimated revenues 2022
Debt Service Funds			
Tangerine farms road improvement district	$ 2,208,220	$ 2,202,900	$ 2,664,488
Gladden farms CFD debt	212,000	30,000	70,000
Gladden farms II CFD debt	5,360	13,400	
Saguaro springs CFD debt	877		
	$ 2,426,457	$ 2,246,300	$ 2,734,488
Total Debt Service Funds	$ 2,426,457	$ 2,246,300	$ 2,734,488
Capital Projects Funds			
Transportation	$ 5,800,000	$ 7,625,498	$ 7,550,000
Impact fee funds	1,767,304	2,832,453	2,675,821
Other capital projects	2,238,312	243,619	8,760,000
	$ 9,805,616	$ 10,701,570	$ 18,985,821
Downtown reinvestment	$ 228,500	$ 180,700	$ 228,500
Regional transportation authority			750,000
Pima association of governments	48,112	17,453	189,000
	$ 276,612	$ 198,153	$ 1,167,500
Total Capital Projects Funds	$ 10,082,228	$ 10,899,723	$ 20,153,321
Permanent Funds			
	$	$	$
	$	$	$
Total Permanent Funds	$	$	$
Enterprise Funds			
Water utility	$ 8,828,189	$ 17,517,422	$ 18,857,579
Airport	3,781,033	629,676	4,011,182
Wastewater utility	3,801,704	5,419,393	4,904,582
	$ 16,410,926	$ 23,566,491	$ 27,773,343
Total Enterprise Funds	$ 16,410,926	$ 23,566,491	$ 27,773,343
Internal Service Funds			
Health benefits	$ 4,414,173	$ 4,700,225	$ 4,715,470
Dental benefits	297,159	335,084	352,000
	$ 4,711,332	$ 5,035,309	$ 5,067,470
Total Internal Service Funds	$ 4,711,332	$ 5,035,309	$ 5,067,470
Total all Funds	$ 91,421,081	$ 105,027,006	$ 118,406,065

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

TOWN OF MARANA
Other Financing Sources/(Uses) and Interfund Transfers
Fiscal year 2022

Fund	Other financing 2022 Sources	Other financing 2022 (Uses)	Interfund transfers 2022 In	Interfund transfers 2022 (Out)
General Fund				
Other grants and contributions	$	$	$	$ 100,000
2013 debt service				1,256,750
2014 debt service				803,708
2017 debt service				546,416
Airport				583,679
Water utility				995,482
Total General Fund	$	$	$	$ 4,286,035
Special Revenue Funds				
Other grants and contributions	$	$	$ 100,000	$
Total Special Revenue Funds	$	$	$ 100,000	$
Debt Service Funds				
2013 debt service	$	$	$ 3,069,100	$
2014 debt service			803,708	
2017 debt service			2,627,000	
Saguaro springs CFD debt service	3,425,000			
Gladden Farms CFD debt service	4,250,000			
Total Debt Service Funds	$ 7,675,000	$	$ 6,499,808	$
Capital Projects Funds				
Transportation	$	$	$ 50,000	$ 859,029
Impact fees				1,221,555
Total Capital Projects Funds	$	$	$ 50,000	$ 2,080,584
Permanent Funds				
	$	$	$	$
Total Permanent Funds	$	$	$	$
Enterprise Funds				
Airport	$	$	$ 583,679	$
Water utility			1,838,955	2,154,183
Wastewater utility			1,825,470	2,377,110
Total Enterprise Funds	$	$	$ 4,248,104	$ 4,531,293
Internal Service Funds				
	$	$	$	$
Total Internal Service Funds	$	$	$	$
Total all Funds	$ 7,675,000	$	$ 10,897,912	$ 10,897,912

TOWN OF MARANA
Expenditures/Expenses by Fund
Fiscal year 2022

Fund/Department	Adopted Budgeted Expenditures/ Expenses 2021	Expenditure/ Expense adjustments approved 2021	Actual Expenditures/ Expenses* 2021	Budgeted Expenditures/ Expenses 2022
General Fund				
Non-departmental	$ 3,021,843	$	$ 2,828,749	$ 2,647,527
Mayor and council	350,244		320,407	374,098
Town manager	1,466,235		1,365,062	2,129,569
Town clerk	497,112		454,219	501,892
Human resources	850,605		776,163	1,073,177
Finance	1,486,885		1,471,247	1,571,532
Legal	994,826		972,196	1,112,888
Technology services	3,040,575	40,000	2,948,832	3,583,367
Economic development and tourism	238,458		235,686	311,435
Development services	1,945,087	2,000	1,932,724	3,157,094
Engineering	2,255,403		2,176,912	
Police	14,123,519	37,061	14,123,519	15,786,711
Courts	1,102,740		1,054,355	1,247,301
Public works	4,059,896		4,005,883	5,965,576
Parks and recreation	4,575,118		4,409,435	5,658,365
Community development	1,086,998		1,002,126	1,172,319
Capital outlay	2,420,905		1,597,009	3,859,470
Contingency	10,600,000	(77,000)		5,000,000
Total General Fund	$ 54,116,449	$ 2,061	$ 41,674,524	$ 55,152,321
Special Revenue Funds				
Highway user revenue	$ 4,166,655	$	$ 3,815,020	$ 4,348,548
Revolving affordable housing	124,657			137,410
Local JCEF	90,000		20,320	131,805
Fill the GAP	34,500			34,500
Local technology	488,000		74,316	437,500
CDBG	180,000		68,168	180,000
Bed tax	1,104,840		1,011,603	1,243,341
Other grants and contributions	8,572,612	(77,061)	1,336,717	3,893,154
RICO	337,580		133,085	127,500
Impound fees	82,534		66,882	34,727
Total Special Revenue Funds	$ 15,181,378	$ (77,061)	$ 6,526,111	$ 10,568,485
Debt Service Funds				
Series 2013 debt	$ 3,034,400	$	$ 3,034,400	$ 3,026,300
Series 2014 debt	791,815		791,815	792,825
Series 2017 debt	2,091,200		2,091,200	2,089,250
Tangerine farms ID debt	2,208,220		2,207,838	2,664,488
Gladden farms CFD debt	5,263,200		5,009,178	774,507
Gladden farms II CFD debt	54,544		50,744	4,393,656
Saguaro springs CFD debt	2,222,722		363,025	3,983,622
Total Debt Service Funds	$ 15,666,101	$	$ 13,548,200	$ 17,724,648

TOWN OF MARANA
Expenditures/Expenses by Fund
Fiscal year 2022

Fund/Department	Adopted Budgeted Expenditures/ Expenses 2021	Expenditure/ Expense adjustments approved 2021	Actual Expenditures/ Expenses* 2021	Budgeted Expenditures/ Expenses 2022
Capital Projects Funds				
Transportation	$ 20,403,898	$ 550,000	$ 12,328,457	$ 15,857,602
Impact fee funds	3,069,571		438,409	7,816,350
Other capital projects	4,578,767	(550,000)	2,250,506	11,129,149
Downtown reinvestment	793,595		17,090	758,555
Pima association of governments	48,112		18,078	206,500
Regional transportation authority				750,000
Gladden farms CFD	678,500		1,350	928,500
Gladden farms II CFD	5,902		1,827	17,239
Saguaro springs CFD	219,500		1,324	274,500
Total Capital Projects Funds	$ 29,797,845	$	$ 15,057,041	$ 37,738,395
Permanent Funds				
	$	$	$	$
Total Permanent Funds	$	$	$	$
Enterprise Funds				
Water utility	$ 21,217,580	$ 75,000	$ 17,965,846	$ 18,542,268
Airport	4,106,178		661,501	4,594,861
Wastewater utility	4,462,402		3,998,395	9,527,082
Total Enterprise Funds	$ 29,786,160	$ 75,000	$ 22,625,742	$ 32,664,211
Internal Service Funds				
Health benefits	$ 4,414,173	$	$ 4,254,827	$ 4,715,470
Dental benefits	297,159		297,159	352,000
Total Internal Service Funds	$ 4,711,332	$	$ 4,551,986	$ 5,067,470
Total all Funds	$ 149,259,265	$	$ 103,983,604	$ 158,915,530

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

TOWN OF MARANA
Expenditures/Expenses by Department
Fiscal year 2022

Department/Fund	Adopted Budgeted Expenditures/ Expenses 2021	Expenditure/ Expense adjustments approved 2021	Actual Expenditures/ Expenses* 2021	Budgeted Expenditures/ Expenses 2022
Economic development and tourism				
General fund	$ 238,458	$ 2,000	$ 235,686	$ 311,435
Bed tax fund	349,344		271,559	494,923
Department Total	$ 587,802	$ 2,000	$ 507,245	$ 806,358
List Department: Police				
General Fund	$ 14,123,519	$	$ 14,123,519	$ 16,391,711
Grants and contributions	1,147,612	37,061	1,052,822	1,468,154
RICO	337,580		48,275	127,500
Impound fees	82,534		23,393	34,727
Department Total	$ 15,691,245	$ 37,061	$ 15,248,009	$ 18,022,092
List Department: Court				
General Fund	$ 1,102,740	$	$ 1,054,355	$ 1,247,301
Local JCEF	90,000		320	131,805
Fill the GAP	34,500			34,500
Local tech enhancement	488,000		74,316	437,500
Department Total	$ 1,715,240	$	$ 1,128,991	$ 1,851,106
List Department: Public works				
General Fund	$ 4,059,896	$	$ 4,047,446	$ 7,388,998
Highway user revenue fund	4,067,455		3,850,061	3,970,048
Department Total	$ 8,127,351	$	$ 7,897,507	$ 11,359,046
List Department: Parks & recreation				
General Fund	$ 4,575,118	$	$ 4,409,435	$ 6,336,557
Highway user revenue fund				378,500
Department Total	$ 4,575,118	$	$ 4,409,435	$ 6,715,057
List Department: Community development				
General Fund	$ 1,086,998	$	$ 1,002,126	$ 1,172,320
CDBG	180,000		68,168	180,000
Revolving affordable housing	124,657			137,410
Department Total	$ 1,391,655	$	$ 1,070,294	$ 1,489,730

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

TOWN OF MARANA
Full-Time Employees and Personnel Compensation
Fiscal year 2022

Fund	Full-Time Equivalent (FTE) 2022	Employee Salaries and Hourly Costs 2022	Retirement Costs 2022	Healthcare Costs 2022	Other Benefit Costs 2022	Total Estimated Personnel Compensation 2022
General Fund	359.25	$ 23,058,023	$ 4,301,384	$ 4,613,908	$ 2,250,262	$ 34,223,577
Special Revenue Funds						
Bed Tax	1.50	$ 103,868	$ 12,694	$ 20,288	$ 8,066	$ 144,916
Total Special Revenue Funds	1.50	$ 103,868	$ 12,694	$ 20,288	$ 8,066	$ 144,916
Enterprise Funds						
Water utility	31.60	$ 1,988,612	$ 238,673	$ 393,435	$ 178,505	$ 2,799,225
Airport	3.00	202,064	24,559	44,487	24,168	295,278
Wastewater utility	7.00	408,845	48,742	120,582	40,421	618,590
Total Enterprise Funds	41.60	$ 2,599,521	$ 311,974	$ 558,504	$ 243,094	$ 3,713,093
Total all Funds	402.35	$ 25,761,412	$ 4,626,052	$ 5,192,700	$ 2,501,422	$ 38,081,586

FISCAL YEAR 2021-2022
TOWN OF MARANA FIVE YEAR CAPITAL IMPROVEMENT PROGRAM

PROJECT NAME	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	Grand Total
ADA Compliance Program		200,000	200,000	200,000	200,000	800,000
Adonis Road Extension	55,000					55,000
Adonis Road Extension Phase 2	400,000	2,200,000				2,600,000
Adonis Subdivision Drainage Improvements	35,000					35,000
Air Traffic Control Tower	401,000	1,560,000	14,400,000			16,361,000
Airport Drainage Study				480,000		480,000
Airport EA, RWY 3-21, TWY B2, Hanger 6				480,000		480,000
Airport MIRL, Beacon, PAPI Replacements	1,898,854					1,898,854
Airport Runway 30 Safety Study	63,564					63,564
Airport Taxiway A Reconstruction		588,000		6,204,000		6,792,000
Airport Taxiway MITL Lights Upgrade		1,603,200				1,603,200
Amole Electrical Upgrade	160,000					160,000
Aquatics Center					2,000,000	2,000,000
Barnett Channel, Tang Farms ConArch	450,000					450,000
Camino De Oeste Road Reconstruction	122,175					122,175
CAP Subcontract - NIA Reallocation	215,500	215,500	215,500	215,500	215,500	1,077,500
Civic Center Dr, Electrical Improvements	120,000					120,000
Clark Farms Flow Split	449,902					449,902
Continental Com Park Loop Connection				50,000	300,000	350,000
Continental Reserve 24-inch Tie-in	155,938	2,530,001				2,685,939
Cortaro Rd Rehabilitation	35,000					35,000
Cortaro, Cortaro Farms Beautification	150,000					150,000
Court Jury Assembly Room	475,918					475,918
Crossroads Park Path Entry Reconstruction		90,000				90,000
Dove Mnt Bl-Moore Rd Signal, North	189,000	551,250				740,250
East and West Apron Rehabilitation	1,100,000	1,750,000	2,250,000			5,100,000
East Tangerine, Segment 1 Pipeline, Upsizing		320,000				320,000

FISCAL YEAR 2021-2022
TOWN OF MARANA FIVE YEAR CAPITAL IMPROVEMENT PROGRAM

PROJECT NAME	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	Grand Total
El Rio Disc Golf	40,000	200,000				240,000
El Rio Preserve Connection	133,950					133,950
El Rio Preserve Expansion			65,000	400,000		465,000
El Rio Recreation Area Parking Lot	170,000					170,000
Gladden Farms Baseball Fields	50,000	500,000				550,000
Heritage Park Pole Barn	140,000					140,000
Heritage River Park Improvements				1,000,000		1,000,000
Honea Heights Emergency Sewer Program		75,000				75,000
Honea Heights Phase 2		50,000	1,000,000			1,050,000
Impact Fee Study, Parks, FY2021	100,000					100,000
Impact Fee Study, Streets, FY2021	71,262					71,262
Impact Fee Study, Water, FY2021	119,300					119,300
Ina Rd Bridge	400,000					400,000
Integrated Water Resources Plan and DAWS	185,000					185,000
LED Street Lighting AZ Pavilions North		319,000				319,000
LED Street Lighting AZ Pavilions South			230,000			230,000
LED Street Lighting Near Crossroads Park	300,000					300,000
LED Street Lighting, Business Park Dr			420,000			420,000
Lon Adams Rd, Reconstruction	3,846,419					3,846,419
Marana Community Center	2,041,000	15,000,000	10,000,000			27,041,000
Marana Main Street Extension	300,000	3,000,000				3,300,000
Marana Park Reservoir	3,000,000					3,000,000
Marana Park Well	705,888					705,888
Marana Public Safety Facility	531,149					531,149
Marana Rd Realignment	333,555					333,555
Marana Rd-Sanders Rd 21-Inch Main	233,551					233,551
Marana WRF, Screw Press 2	825,000					825,000

FISCAL YEAR 2021-2022
TOWN OF MARANA FIVE YEAR CAPITAL IMPROVEMENT PROGRAM

PROJECT NAME	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	Grand Total
MMC Drainage Improvements	289,006					289,006
MMC Generator Upgrade		800,000				800,000
MMC Interior Lighting Improvements	202,000					202,000
MOC Parking Lot Reconstruction	150,000					150,000
MOC Security Walls, New Entry Gate	314,000					314,000
Moore Rd Rehab, Sanders Rd to I-10			500,000			500,000
Moore Rd Rehabilitation, East and West of Dove Mtn		220,000				220,000
MPD Console Modernization	250,000					250,000
North Marana Pavement Rehabilitation	45,000					45,000
NW Recharge, Recovery, and Delivery System	3,760,723	6,900,000	650,000			11,310,723
Ora Mae Harn Park Renovation					150,000	150,000
Oshrin Line Replacement	105,000					105,000
Picture Rocks Interconnect			284,750	1,196,750		1,481,500
Pines Settlement Repair, FY2022	660,000					660,000
Pines Settlement Repair, FY2023		460,000				460,000
Postvale Rd, Grier Rd Rehab Phase 2	260,000					260,000
Postvale Rd, Grier Rd Rehabilitation	20,000					20,000
Rillito Village Tr Drainage Improvements	846,465					846,465
Rillito Vista Lift Station Upgrade	191,400					191,400
Rwy 3-21, Twy B2, Hangar 6, Modifications		900,000	900,000	9,120,000		10,920,000
Sandario Well Rehabilitation	140,000					140,000
Sanders Rd 24-inch Water Line			2,227,700			2,227,700
Santa Cruz Shared Use Path, at Calportland	2,534,289					2,534,289
SCADA and Integrated Telemetry	232,740	224,973	233,972			691,685
Sewer Conveyance	5,000,000	5,300,000				10,300,000
Sewer Conveyance System Rehab	41,600	731,282	552,533	574,635		1,900,050
Silverbell Rd Sidewalk, TP to Coach	315,000					315,000

FISCAL YEAR 2021-2022
TOWN OF MARANA FIVE YEAR CAPITAL IMPROVEMENT PROGRAM

PROJECT NAME	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	Grand Total
Silverbell Rd Widening, Ina Rd to Sunset Rd			400,000		2,000,000	2,400,000
South Marana Pavement Rehab Phase 2	600,000					600,000
South Marana Pavement Rehabilitation	35,000					35,000
Subdivsion Restoration(s)				1,500,000	1,500,000	3,000,000
TABY Downtown Roundabout	17,500					17,500
Tangerine Farms Rd, Barnett Rd to Marana Rd		400,000			6,000,000	6,400,000
Tangerine Farms Rd, Marana Rd to I-10	300,000	20,000	3,500,000			3,820,000
Tangerine Rd Widening, Phase 2A	7,200,000	18,100,000	1,700,000			27,000,000
Tangerine Rd Widening, Phase 2B				24,350,000	19,000,000	43,350,000
Tangerine W, X-zone Booster and PRV	320,966					320,966
Taxiway C Reconstruction	490,000		5,170,000			5,660,000
Tortolita Preserve Improvements	30,000	100,000				130,000
Town Street Lighting Program		100,000	100,000	100,000	100,000	400,000
Twin Peaks Rd - Sandario Rd Intersection	985,544					985,544
Twin Peaks Rd Rehabilitation, West Town Limits	450,000					450,000
Twin Peaks Rd, Rattlesnake Pass Widening	11,299,317	2,000,000				13,299,317
West Marana Pavement Rehabilitation	40,000					40,000
Grand Total	**57,128,475**	**67,008,206**	**44,999,455**	**45,870,885**	**31,465,500**	**246,472,521**

MARANA AZ

Human Resources

Salary Schedules Fiscal Year 2021-2022

Classified Positions

Exempt Positions						
Job Code	**Job Title**	**FLSA** Status**	**Minimum**	**Midpoint**	**Maximum**	
			$50,569.69	**$63,212.93**	**$75,855.08**	**Annual**
GRADE 109						
713	Airport Operations Supervisor	Exempt				
475	Business Process Supervisor	Exempt				
198	Communications Specialist	Exempt				
439	Executive Assistant to the Town Manager	Exempt				
252	Geographic Information Systems (GIS) Analyst	Exempt				
840	Graphic Designer	Exempt				
208	Human Resources Analyst	Exempt				
276	Management Assistant	Exempt				
752	Parks Maintenance Supervisor	Exempt				
712	Public Works Supervisor	Exempt				
753	Recreation Supervisor	Exempt				
210	Senior Accountant	Exempt				
246	Senior Planner	Exempt				
440	Special Events Coordinator	Exempt				
722	Water Distribution Supervisor	Exempt				
723	Water Production Supervisor	Exempt				
486	Water Quality Supervisor	Exempt				

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
GRADE 110			**$55,627.21**	**$69,534.01**	**$83,440.81**	**Annual**
719	Chief Water Reclamation Operator	Exempt				
237	CIP Process Analyst	Exempt				
330	Database Administrator	Exempt				
202	Economic Development Specialist	Exempt				
341	Network Administrator	Exempt				
214	Payroll Administrator	Exempt				
211	Procurement Officer	Exempt				
285	Revenue and Customer Service Manager	Exempt				
325	Safety & Emergency Management Coordinator	Exempt				
221	Senior Budget Analyst	Exempt				
206	Senior Human Resources Analyst	Exempt				
320	Software Developer	Exempt				
268	Technology Analyst	Exempt				
GRADE 111			**$61,746.08**	**$77,182.03**	**$92,619.10**	**Annual**
655	Asset Systems Manager	Exempt				
222	Associate Town Attorney	Exempt				
124	Assistant Building Official	Exempt				
239	Construction & Inspection Manager	Exempt				
814	Crime Scene Property & Evidence Supervisor	Exempt				
400	Deputy Town Clerk	Exempt				
163	Environmental Project Manager	Exempt				
217	Grants Manager	Exempt				
164	Police Telecommunications Manager	Exempt				
467	SCADA Administrator	Exempt				
258	Senior GIS Analyst	Exempt				
340	Senior Network Administrator	Exempt				
502	Superintendent	Exempt				
241	Technology Supervisor	Exempt				
201	Tourism & Marketing Manager	Exempt				

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
483	Water Business Services Coordinator	Exempt				
481	Water Resources Coordinator	Exempt				
GRADE 112			**$69,155.82**	**$86,444.49**	**$103,733.17**	**Annual**
261	Assistant Town Attorney	Exempt				
177	Chief Code Enforcement and Animal Control Officer	Exempt				
230	Civil Engineer	Exempt				
274	Finance Manager	Exempt				
161	Project Manager	Exempt				
240	Technology Manager	Exempt				
263	Traffic Manager	Exempt				
159	Water Operations Manager	Exempt				
153	Water Reclamation Operations Manager	Exempt				
GRADE 113			**$78,146.11**	**$97,682.09**	**$117,218.07**	**Annual**
175	Chief Building Official	Exempt				
151	CIP Engineering Division Manager	Exempt				
170	Court Administrator	Exempt				
147	Development Engineering Division Manager	Exempt				
345	Planning Manager	Exempt				
GRADE 114			**$88,304.87**	**$110,381.06**	**$132,457.28**	**Annual**
129	Development Services Deputy Director	Exempt				
149	Finance Deputy Director	Exempt				
250	Human Resources Deputy Director	Exempt				
155	Parks & Recreation Deputy Director	Exempt				
158	Public Works Deputy Director	Exempt				
262	Senior Assistant Town Attorney	Exempt				
148	Water Deputy Director	Exempt				
GRADE 115			**$99,784.01**	**$124,730.57**	**$149,676.01**	**Annual**
154	Deputy Town Attorney	Exempt				

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
Non-Exempt Positions						
GRADE 206			**$27,805.16**	**$34,061.49**	**$40,318.36**	**Annual**
			$13.3678	**$16.3757**	**$19.3838**	**Hourly**
700	Maintenance Associate I	Non-exempt				
GRADE 207			**$29,751.73**	**$36,445.38**	**$43,140.08**	**Annual**
			$14.3037	**$17.5219**	**$20.7405**	**Hourly**
436	Customer Service Clerk	Non-exempt				
GRADE 208			**$31,833.81**	**$38,996.86**	**$46,159.65**	**Annual**
			$15.3047	**$18.7485**	**$22.1921**	**Hourly**
417	Accounting Associate	Non-exempt				
406	Administrative Assistant	Non-exempt				
456	Court Clerk	Non-exempt				
680	Customer Service Representative	Non-exempt				
429	Legal Clerk	Non-exempt				
600	Maintenance Associate II	Non-exempt				
430	Permit Clerk	Non-exempt				
444	Police Records Clerk	Non-exempt				
443	Property & Evidence Records Clerk	Non-exempt				
423	Records Clerk	Non-exempt				
GRADE 209			**$34,062.55**	**$41,727.10**	**$49,391.64**	**Annual**
			$16.3762	**$20.0611**	**$23.7460**	**Hourly**
748	Facilities Technician I	Non-exempt				
427	Legal Document Specialist	Non-exempt				
419	License and Tax Specialist	Non-exempt				
442	Water Billing Specialist	Non-exempt				

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
GRADE 210			**$36,447.50**	**$44,647.48**	**$52,848.53**	**Annual**
			$17.5228	**$21.4652**	**$25.4080**	**Hourly**
660	Assets Coordinator	Non-exempt				
450	Court Collections Specialist	Non-exempt				
620	Courtroom Specialist	Non-exempt				
434	Development Coordinator	Non-exempt				
336	Engineering Aide	Non-exempt				
749	Facilities Technician II	Non-exempt				
614	Fleet Technician I	Non-exempt				
604	Maintenance Associate III	Non-exempt				
547	Project Coordinator-CIP	Non-exempt				
323	Real Property Coordinator	Non-exempt				
418	Senior Accounting Associate	Non-exempt				
GRADE 211			**$38,998.72**	**$47,772.60**	**$56,547.54**	**Annual**
			$18.7494	**$22.9676**	**$27.1863**	**Hourly**
729	Associate Water Reclamation Mechanic	Non-exempt				
453	Court Operations Specialist	Non-exempt				
242	Court Probation Monitor	Non-exempt				
812	Court Security Officer	Non-exempt				
810	Crime Scene Specialist	Non-exempt				
448	Dispatcher	Non-exempt				
741	Equipment Operator I	Non-exempt				
438	Executive Assistant	Non-exempt				
508	Fleet Technician II	Non-exempt				
312	GIS Technician	Non-exempt				
744	Irrigation Control Technician	Non-exempt				
445	Police Records Specialist	Non-exempt				
466	Recreation Programmer	Non-exempt				
455	Senior Court Clerk	Non-exempt				
621	Senior Courtroom Specialist	Non-exempt				
704	Signs and Markings Technician I	Non-exempt				
441	Special Events Programmer	Non-exempt				

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
GRADE 212			**$42,118.27**	**$51,594.93**	**$61,071.85**	**Annual**
			$20.2491	**$24.8053**	**$29.3614**	**Hourly**
209	Accountant	Non-exempt				
527	Animal Control Officer	Non-exempt				
616	Equipment Mechanic	Non-exempt				
743	Equipment Operator II	Non-exempt				
219	Financial Specialist	Non-exempt				
426	Legal Assistant	Non-exempt				
309	Technology Support Specialist I	Non-exempt				
371	Traffic Technician I	Non-exempt				
736	Water Operator I	Non-exempt				
GRADE 213			**$45,488.43**	**$55,722.50**	**$65,957.63**	**Annual**
			$21.8694	**$26.7897**	**$31.7104**	**Hourly**
518	Building Inspector I	Non-exempt				
315	Buisness Process Analyst	Non-exempt				
522	Code Enforcement Officer I	Non-exempt				
461	Community Outreach Coordinator	Non-exempt				
525	Construction Inspector	Non-exempt				
248	Crime Analyst	Non-exempt				
510	Lead Fleet Technician	Non-exempt				
520	Planner	Non-exempt				
302	Plans Examiner	Non-exempt				
526	Right of Way Inspector	Non-exempt				
632	Senior Executive Assistant	Non-exempt				
705	Signs and Markings Specialist	Non-exempt				
372	Traffic Technician II	Non-exempt				
532	Water Quality Technician	Non-exempt				
728	Water Reclamation Mechanic	Non-exempt				
730	Water Reclamation Operator I	Non-exempt				
737	Water Operator II	Non-exempt				

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
GRADE 214			**$49,581.79**	**$60,737.43**	**$71,893.86**	**Annual**
			$23.8374	**$29.2007**	**$34.5643**	**Hourly**
471	Administrative Supervisor	Non-exempt				
516	Building Inspector II	Non-exempt				
521	Code Enforcement Officer II	Non-exempt				
560	Engineering Specialist	Non-exempt				
751	Facilities Tradesman	Non-exempt				
514	Housing Rehabilitation Specialist	Non-exempt				
470	Police Records Supervisor	Non-exempt				
464	Police Telecommunications Supervisor	Non-exempt				
215	Procurement Agent	Non-exempt				
313	Technology Support Specialist II	Non-exempt				
738	Water Operator III	Non-exempt				
533	Water Quality Specialist	Non-exempt				
731	Water Reclamation Operator II	Non-exempt				
469	Water Technology Support Specialist II	Non-exempt				
GRADE 215			**$54,539.71**	**$66,811.31**	**$79,083.17**	**Annual**
			$26.2210	**$32.1208**	**$38.0207**	**Hourly**
176	Chief Building Inspector	Non-exempt				
452	Court Supervisor	Non-exempt				
300	Senior Plans Examiner	Non-exempt				
373	Traffic Technician III	Non-exempt				
GRADE 216			**$59,993.81**	**$73,492.49**	**$86,991.43**	**Annual**
			$28.8432	**$35.3329**	**$41.8229**	**Hourly**
243	Technology Support Supervisor	Non-exempt				

Additional Pay (Applies only to Non Exempt Positions)			
	Shift Differential Pay	$0.90 per hour	*Pay for employees who work between 6:00 p.m. and 6:00 a.m.*
	On-Call/Stand-By Pay	$1.00 per hour	*Pay for employees who stand ready to work during non-work hours when assigned.*

Classified Sworn Positions

Non-Exempt Positions						
Job Code	**Grade**	**Job Title**	**FLSA ** Status**			
807	POR	Police Recruit	Non-Exempt	Flat Rate		
			Annual	**$47,276.94**		
			Hourly	**$22.7293**		
806	PO	Police Officer	Non-Exempt	Minimum	Midpoint	Maximum
			Annual	**$50,586.10**	**$60,882.76**	**$71,179.41**
			Hourly	**$24.3203**	**$29.2705**	**$34.2209**
804	DET	Police Detective	Non-Exempt	Minimum	Midpoint	Maximum
			Annual	**$54,380.22**	**$65,449.02**	**$76,517.84**
			Hourly	**$26.1443**	**$31.4659**	**$36.7874**
802	SGT	Police Sergeant	Non-Exempt	Minimum	Midpoint	Maximum
			Annual	**$73,060.21**	**$80,932.41**	**$88,804.34**
			Hourly	**$35.1251**	**$38.9098**	**$42.6943**
Exempt Positions						
800	LT	Police Lieutenant	Exempt	Minimum	Midpoint	Maximum
			Annual	**$86,957.13**	**$101,743.84**	**$116,530.53**
801	CAPT	Police Captain	Exempt	Minimum	Midpoint	Maximum
			Annual	**$95,652.30**	**$115,122.70**	**$134,593.09**

Police Officer Special Assignments Pays

5% added to base pay	Auto Theft Task Force
5% added to base pay	Lead Police Officer
5% added to base pay	Counter Narcotics Alliance
5% added to base pay	DART
5% added to base pay	DEA Task Force
5% added to base pay	EOD (Explosives)
5% added to base pay	GIITEM Task Force
5% added to base pay	Investigator
5% added to base pay	K9
5% added to base pay	Motorcycles
5% added to base pay	School Resource Officer (SRO)
5% added to base pay	SWAT
5% added to base pay	Volunteer Coordinator
One additional hour of pay per shift paid at time and one-half rate when serving as FTO	Field Training Officer

Additional Pay for Sworn Positions (Applies only to Non-Exempt Sworn)			
Shift Differential	$0.90 per hour	*Pay for employees who work between 6:00 p.m. and 6:00 a.m.*
On-Call/Stand-By Pay	$1.00 per hour	*Pay for employees who stand ready to work during non-work hours as assigned.*

Unclassified Positions

Exempt Positions						
Job Code	**Job Title**	**FLSA** Status**	**Minimum**	**Midpoint**	**Maximum**	
Grade A			**$69,155.82**	**$86,444.49**	**$103,733.17**	**Annual**
260	Assistant to the Town Manager	Exempt				
Grade B			**$78,146.11**	**$97,682.09**	**$117,218.07**	**Annual**
141	Communications & Special Events Manager	Exempt				
Grade C			**$88,304.87**	**$110,381.06**	**$132,457.28**	**Annual**
143	Airport Manager	Exempt				
Grade D			**$99,784.01**	**$124,730.57**	**$149,676.01**	**Annual**
182	Deputy Chief of Police	Exempt				
Town Officers Grade I			**$96,006.44**	**$122,408.94**	**$148,810.33**	**Annual**
114	Community and Neighborhood Services Director	Exempt				
115	Director of Economic Development and Tourism	Exempt				
127	Development Services Director	Exempt				
116	Human Resources Director	Exempt				
136	Parks and Recreation Director	Exempt				
180	Public Works Director	Exempt				
134	Technology Services Director	Exempt				
106	Town Clerk	Exempt				
146	Water Director	Exempt				
Town Officers Grade II			**$114,699.68**	**$146,241.67**	**$177,783.64**	**Annual**
112	Assistant Town Manager	Exempt				
110	Deputy Town Manager	Exempt				
118	Finance Director	Exempt				
138	Chief of Police	Exempt				
120	Town Attorney	Exempt				
132	Town Engineer	Exempt				

***Fair Labor Standards Act*

Temporary Positions

Job Code	Job Title	FLSA** Status	Minimum		Midpoint		Maximum
826	*Lifeguard	Non-exempt	$13.00	$13.25	$13.50	$13.75	$14.00
828	*Head Lifeguard	Non-exempt	$13.50	$13.75	$14.00	$14.25	$14.50
824	*Recreation Aide	Non-exempt	$13.00	$13.25	$13.50	$13.75	$14.00

*returning employees may receive a $.25 (cents) increase each year

Job Code	Job Title	FLSA** Status	High School	College	Grad School	Law School
480	Intern	Non-exempt	$12.15	$13.15	$14.15	$15.15

Job Code	Job Title	FLSA** Status	half day session	full day session	
169	Judge Pro Tempore	Exempt	$150.00	$300.00	Flat Rate

Job Code	Job Title	FLSA** Status	Flat Rate
447	Dispatcher STT	Non-exempt	$18.38

*if less than half day session rate is $50 per hour

Additional Pay (Applies only to Non-Exempt position)		
Shift Differential	$0.90 per hour	*Pay for employees who work between 6:00 p.m. and 6:00 a.m.*
On-Call/ Stand-by	$1.00 per hour	*Pay for employees who stand ready to work as assigned during non-work hours when assigned.*

MARANA AZ

Fiscal Year 2021-2022 Final Budget

Yiannis Kalaitzidis, Finance Director

6/15/2021

FY2022 Budget Timeline

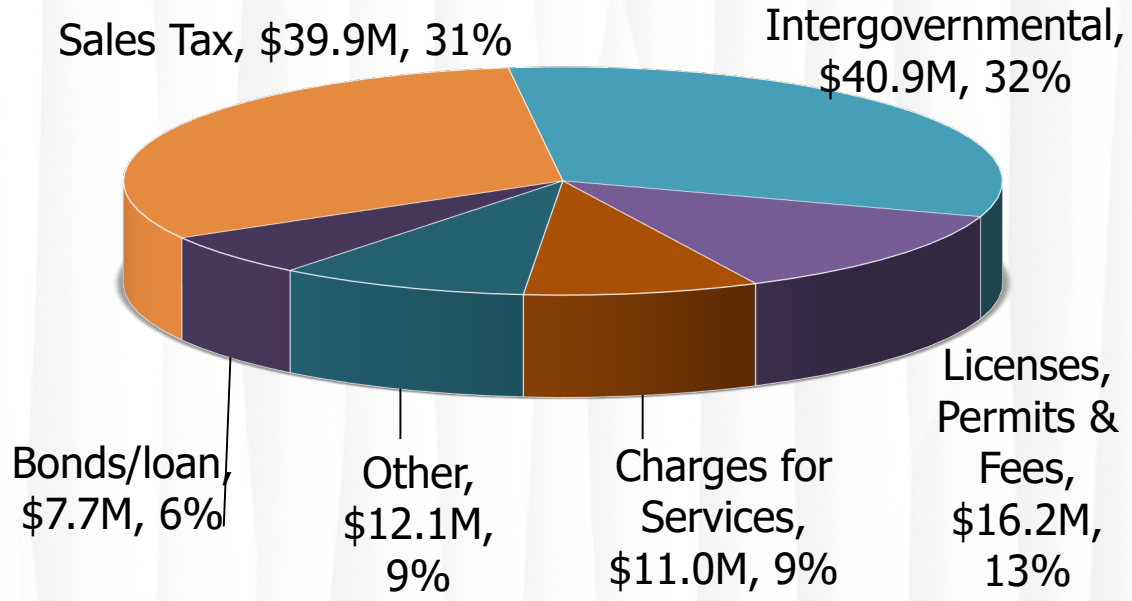
- January – Presented preliminary revenue outlook for FY2020 and solicited Council and public feedback
- February – Presented initial 5 year Capital Improvement Plan for consideration and feedback
- April – Presented Manager's recommended comprehensive budget for consideration and additional feedback
- May – Presented and adopted Tentative Budget during public hearing which set overall expenditure limitation for Town
- June – Adoption of Final Budget for Fiscal Year 2021-2022

FY 2022 Budget
Expenditure Summary

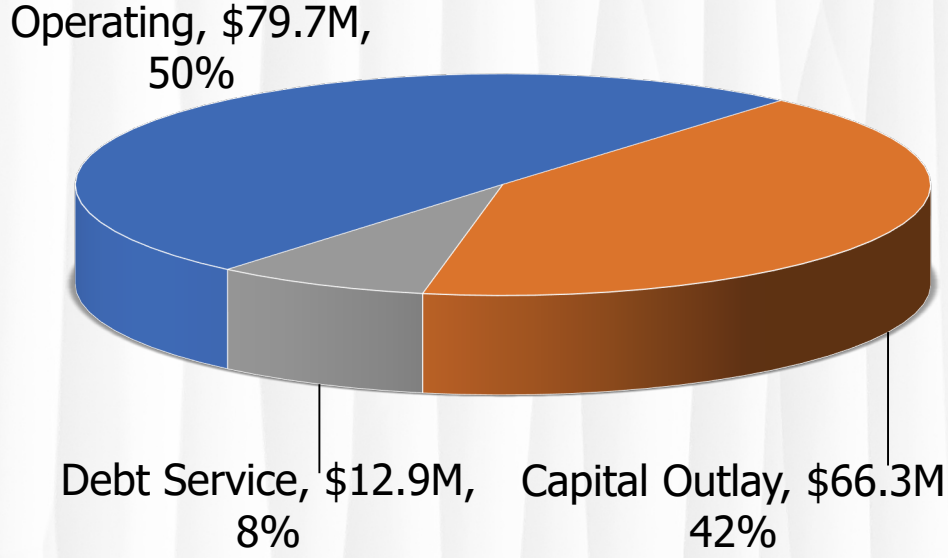
	2021 Adopted	2022 Final	$ Change	% Change
General Fund	$ 54,116,449	$ 55,152,321	$ 1,035,872	1.90%
Special Revenue Funds	15,181,378	10,568,485	(4,612,893)	-30.40%
Capital Projects Funds	28,893,943	36,518,156	7,624,213	26.40%
Debt Service Funds	5,917,415	5,908,375	(9,040)	-0.20%
Enterprise Funds	29,786,160	32,664,211	2,878,051	9.70%
Internal Service Funds	4,711,332	5,067,470	356,138	7.60%
Primary entity	138,606,677	145,879,018	7,272,341	5.20%
Component Units				
Special Districts	10,652,588	13,036,512	2,383,924	22.40%
Total	**$ 149,259,265**	**$ 158,915,530**	**$ 9,656,265**	**6.50%**

Fiscal year 2021-2022 Summary

Where the Money Comes From
$127.8 Million



Expenditures by Category
$158.9 Million



Summary

- Overall expenditure limitation for FY2022 established at $158.9 million
- Budgetary control at department level for General Fund and Fund level for all other Funds
- Reflects the careful allocation of available resources
- Invests in key areas

DISCUSSION